

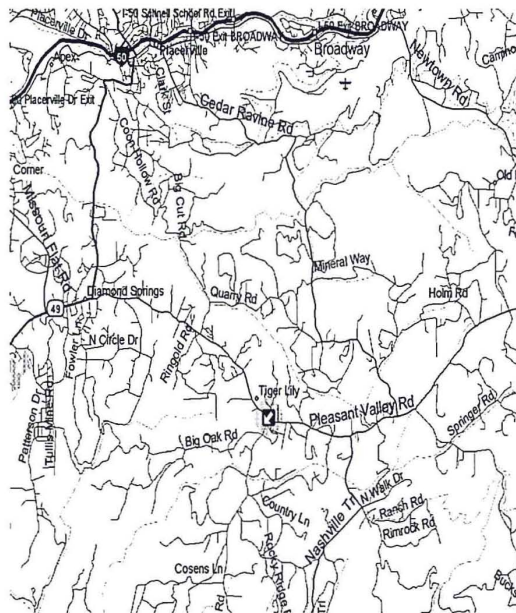
**COUNTY OF EL DORADO, CALIFORNIA  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION**

**CONTRACT DOCUMENTS**

INCLUDING  
NOTICE TO BIDDERS, SPECIAL PROVISIONS,  
PROPOSAL, AND CONTRACT  
FOR

**PLEASANT VALLEY ROAD  
AT OAK HILL ROAD INTERSECTION IMPROVEMENTS**

PW No. 10-30506 / CIP No. 73358  
Federal Aid No. HSIPL - 5925(061)



FOR USE WITH  
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,  
STANDARD SPECIFICATIONS AND STANDARD PLANS  
MAY 2006

**BID OPENING DATE: June 3, 2015**

**COUNTY OF EL DORADO, CALIFORNIA  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION**

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AT OAK HILL ROAD INTERSECTION IMPROVEMENTS**

**April 28, 2015**

PW No. 10-30506

CIP No. 73358

Federal Aid No. HSIPL - 5925(061)

The various portions of the Contract Documents have been prepared under the direction of the following licensed Civil Engineer, in accordance with California Business and Professions Code § 6735.



  
\_\_\_\_\_

Adam J. Bane, RCE No. C061363

Date April 17, 2015

**COMMUNITY DEVELOPMENT AGENCY, TRANSPORTATION DIVISION  
COUNTY OF EL DORADO, STATE OF CALIFORNIA**

**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS  
CONTRACT NO. PW NO. 10-30506, CIP NO. 73358**

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**COUNTY OF EL DORADO, CALIFORNIA  
COMMUNITY DEVELOPMENT AGENCY,  
TRANSPORTATION DIVISION**

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** by the County of El Dorado, State of California, that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS  
CONTRACT NO. PW 10-30506, CIP NO. 73358**

will be received by the Clerk to the Board of Supervisors, at the Board of Supervisors Office, 330 Fair Lane, Placerville, California, until **June 3, 2015 at 2 PM**, at which time bids will be publicly opened and read by the County of El Dorado Community Development Agency, Transportation Division.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the County of El Dorado Community Development Agency, Transportation Division through Quest Construction Data Network (Quest). The Proposal including the Bidder's Security shall be submitted in a sealed envelope clearly marked:

**"PROPOSAL FOR PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION  
IMPROVEMENTS"**

**CONTRACT NO. PW 10-30506 CIP NO. 73358  
TO BE OPENED AT 2:00 P.M. Wednesday June 3, 2015**

**LOCATION/DESCRIPTION OF THE WORK:** The project is located along near the town of Pleasant Valley in County of El Dorado. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. Construction of a left turn pocket lane, improve sight distance, upgrade safety standards, including stage construction to facilitate grading, earthwork excavation and embankment, rock base, asphalt concrete paving, signing and striping, permanent and temporary erosion control. Also installing or upgrading existing dikes, signs and striping. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions shall be performed, constructed or installed.
- B. Bids are required for the entire Work described herein.
- C. The contract time shall be FORTY (40) WORKING DAYS.
- D. For bonding purposes the anticipated project cost is less than \$ 600,000.
- E. A pre-bid meeting is scheduled for this project on **May 21, 2015 at 2:00 PM** at the County of El Dorado Community Development Agency, Transportation Division, 2441 Headington Road, Placerville, CA. The meeting will be held in the downstairs conference room. Attendance at the pre-bid meeting is not mandatory.

**OBTAINING OR VIEWING CONTRACT DOCUMENTS:** The Contract Documents, including the Project Plans, may be viewed and/or downloaded from the Quest website at <http://www.questcdn.com>. Interested parties may also access the Quest website by clicking on the link next to the Project Name or entering the Quest project # on the Community Development Agency, Transportation Division's website at <http://www.edcgov.us/Government//DOT/Bids.aspx>.



Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$10.00 by inputting the Quest Project #3833202 on the websites' Project Search page. Please contact QuestCDN.com at (925) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration, downloading, and working with this digital project information. To be included on the planholders list, receive notification of addenda, and to be eligible to bid interested parties must download the Contract Documents, including the Project Plans, from Quest. **Those downloading the Contract Documents, including the Project Plans, assume responsibility and risk for completeness of the downloaded Contract Documents.**

The Contract Documents, including the Project Plans, may be examined in person at the Community Development Agency Transportation Division office at 2850 Fairlane Court, Placerville CA. However the Community Development Agency Transportation Division will no longer sell paper copies of the Contract Documents.

The cross sections and the following Supplemental Project Information/Information Handout will be provided in pdf format as part of the Contract Documents on Quest's website to all planholders who acquire the Contract Documents digitally through Quest.

**CONTRACTORS LICENSE CLASSIFICATION:** Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and shall possess a **CLASS A** license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans at the time the Contract is awarded, and shall maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's security.

**BUSINESS LICENSE:** The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

**CONTRACTOR REGISTRATION:** No contractor or subcontractor may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the requirements of Labor Code section 1771.1 are met.

**REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each Proposal shall have listed therein the name, contractor's license number and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 0.5 % of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Jennifer Rimoldi, County of El Dorado Community Development Agency, Transportation Division, email-Jennifer.Rimoldi@edcgov.us, Fax-(530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time the contract is awarded, all listed subcontractors shall be properly licensed to perform their designated portion of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for

filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Jennifer Rimoldi via fax or email as noted above within 24 hours after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

**BUY AMERICA:** This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21).

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:** Bidders are advised that, as required by federal law, the County of El Dorado has implemented Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of these special provisions cover the DBE requirements.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

The Disadvantaged Business Enterprise (DBE) contract goal is **11.0%**.

Bidder's attention is directed to the UDBE Good Faith Effort Submittal Information Handout at <http://www.edcgov.us/Government/DOT/DBE.aspx>. The problems and solutions listed in the Handout apply to DBE Good Faith Efforts Submittals.

**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  
(GOVERNMENT CODE SECTION 12990)**

Attention is further directed 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.

Attention is also directed to the Special Provisions and to the draft Agreement contained in these Contract Documents for additional nondiscrimination and fair employment practices provisions that will apply to this federal-aid contract.

The Community Development Agency, Transportation Division hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for the award.

**PREVAILING WAGE REQUIREMENTS:**

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Contractor's attention is directed to the requirements of Division 2 Part 7, Chapter 1 of the California Labor Code, including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7. The general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Community Development Agency, Transportation Division's principal office, and are available upon request, and in case of

projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

This project is subject to the requirements of Title 8, Chapter 8, Subchapter 4.5 of the California Code of Regulations including the obligation to furnish certified payroll records directly to the Compliance Monitoring Unit under the Labor Commissioner within the Department of Industrial Relations Division of Labor Standards Enforcement in accordance with Section 16461.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Contractor's attention is directed to Section 14 of the Special Provisions and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

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

The U.S. Department of Transportation (USDOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, at (800) 424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**BID SECURITY:** A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid for bid and shall be cash, a certified check or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado **on the form provided in the Proposal section of these Contract Documents.**

**BID PROTEST PROCEDURE:** The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 49 Code of Federal Regulations Part 18 Section 18.36 (b) (12)(i)-(ii) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

- (i.) Violations of Federal law or regulations and the standards of 49 CFR Part 18 Section 18.36 (b) (12) (i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
- (ii.) Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

**Policy:** Upon completion of the bid evaluation, the Community Development Agency, Transportation Division will notify

all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

**Procedure:** If a bidder wishes to protest the award, the procedure shall be as follows:

1. The Community Development Agency, Transportation Division will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the FAX number designated in the bid, of its recommendation including for award or rejection of bids (“All Bidders Letter”).
2. Within five (5) business days from the date of the “All Bidders Letter,” the Bidder protesting the recommendation for award shall submit a letter of protest to and shall be received by the County of El Dorado, Community Development Agency, Transportation Division, Attention Jennifer Rimoldi, 2850 Fairlane Court, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Community Development Agency, Transportation Division finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Community Development Agency, Transportation Division does not agree with the protest, or otherwise fails to resolve the protest, the Community Development Agency, Transportation Division will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors’ consideration and action. The Community Development Agency, Transportation Division shall also include in its report to the Board of Supervisors the details of the bid protest.
4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. If the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

The decision of the Board of Supervisors on the bid protest shall be final.

**AWARD OF CONTRACT:** Bids will be considered for award by the Board of Supervisors. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bidder’s security. Award will then be made to the next lowest, responsive, responsible Bidder.

**ESCROW BID DOCUMENTS:** Refer to the special provisions in the Contract Documents entitled “Escrow Bid Documents” for the provisions requiring the successful bidder to submit in a sealed lockable container to the Community Development Agency, Transportation Division all documentary information used to prepare its bid.

**RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period on the Quest website under the Quest #3833202 under “Project Q&A”. If the response does not require an addendum, a response will be posted on the Quest website under the RFI under “Project Q&A”. It is the bidders’ responsibility to check this website under “Project Q&A” for responses to bidders’ inquiries during the bid period. Addenda will be uploaded in pdf format to Quest’s website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest’s website under “View Planholders”.

No oral responses to any questions concerning the content of the Contract Documents will be given. All responses will be in

the form of written addenda to the Contract Documents or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be posted on the Quest website as described above

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.

**BY ORDER OF** the Director of the Community Development Agency, County of El Dorado, State of California.  
Authorized by the Board of Supervisors on April 28, 2015, at Placerville, California.

By \_\_\_\_\_  
Steven M. Pedretti  
Community Development Agency  
Director

## Standard Plans List

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

### ACRONYMS, ABBREVIATIONS AND SYMBOLS

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)

### PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20D	Pavement Markers and Traffic Lines, Typical Details
A24A	Pavement Markings – Arrows
A24B	Pavement Markings – Arrows
A24D	Pavement Markings – Words

### EXCAVATION AND BACKFILL

A62A	Excavation and Backfill – Miscellaneous Details
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### OBJECT MARKERS, DELINEATORS, CHANNELIZERS AND BARRICADES

A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades

### CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

A87B	Asphalt Concrete Dikes
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### PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS

D87D	Overside Drains
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### PIPE COUPLING AND JOINT DETAILS

D97A	Corrugated Metal Pipe Coupling Details No. 1 – Annular Coupling Band Bar and Strap and
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Angle Connections

RSP D97D Corrugated Metal Pipe Coupling Details No. 4 – Hugger Coupling Bands  
**EROSION CONTROL**

RNSP H51 Erosion Control Details (Fiber Roll)

**TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN**

T1A Temporary Crash Cushion, Sand Filled (Unidirectional)

T3 Temporary Railing (Type K)

**TEMPORARY TRAFFIC CONTROL SYSTEMS**

T13 Traffic Control System for Lane Closure on Two Lane Conventional Highways

**TEMPORARY WATER POLLUTION CONTROL**

T52 Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)

T53 Temporary Water Pollution Control Details (Temporary Cover)

RSP T56 Temporary Water Pollution Control Details (Temporary Fiber Roll)

T57 Temporary Water Pollution Control Details (Temporary Check Dam)

T58 Temporary Water Pollution Control Details (Temporary Construction Entrance)

T59 Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)

**ROADSIDE SIGNS**

RS1 Roadside Signs, Typical Installation Details No. 1

RS2 Roadside Signs – Wood Post, Typical Installation Details No. 2

RS4 Roadside Signs, Typical Installation Details No. 4

**COUNTY OF EL DORADO, CALIFORNIA  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION**

**SPECIAL PROVISIONS  
ANNEXED TO CONTRACT No. 10-30506, CIP No. 73358**

FEDERAL AID PROJECT NO. HSIPL-5925()

**SECTION 1. SPECIFICATIONS AND PLANS**

**1-1.01 GENERAL**

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006 and the Standard Plans dated May 2006, of the Department of Transportation (Caltrans) insofar as the same may apply, County of El Dorado Design and Improvement Standards Manual, revised March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual, El Dorado Irrigation District Water and these special provisions.

Attention is directed to Appendix A of these special provisions containing Amendments to May 2006 Standard Specifications as issued by the State of California Department of Transportation. These Amendments are hereby incorporated into the contract documents to replace or supplement those sections of the Standard Specifications where an Amendment exists, and are to be treated the same as the Standard Specifications in relation to other Contract Documents.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Contract Components" of the Amendments to the Standard Specifications. Whenever either the term "Standard Specifications is replaced with" or the term "The Amendments to the Standard Specifications are replaced with" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. **In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.**

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

**1-1.02 DEFINITIONS AND TERMS**

As used in the Contract Documents, unless the context requires otherwise, the following terms have the following meanings:

**BID ITEM LIST** – Proposal Pay Items and Bid Price Schedule

**BID ITEM LIST, VERIFIED** – Exhibit A Contractor's Bid and Bid Price Schedule in the fully-executed contract for the project

**CALTRANS** – The State of California Department of Transportation

**CONTRACT ACCEPTANCE:** County Clerk/Recorder's recordation of the executed written Notice of Acceptance of a completed Contract.



**CONTRACT APPROVAL** – Execution of the Contract by the Board of Supervisors, County of El Dorado

**CONTRACTOR** - Contractor responsible for constructing the “**Pleasant Valley Road at Oak Hill Road Intersection Improvements**” Project

**COUNTY** – The County of El Dorado, a political subdivision of the State of California

**DOT / DEPARTMENT / DEPARTMENT OF TRANSPORTATION / RECIPIENT/ TRANSPORTATION DIVISION** – The Community Development Agency, Transportation Division

**US DOT** – The United States of America Department of Transportation

**DEPUTY DIRECTOR** – The Deputy Director, Engineering, Fairlane Unit or Headington Unit; in the Transportation Division for the County of El Dorado.

**DIRECTOR OF TRANSPORTATION** The Director or Interim Director of Transportation in the Community Development Agency for the County of El Dorado.

**EID** – El Dorado Irrigation District

**ENGINEER / STATE HIGHWAY ENGINEER** – The Director of Transportation in the Community Development Agency for the County of El Dorado, or his/her authorized representative (Resident Engineer).

**FHWA** – Federal Highway Administration

**INFORMAL-BID CONTRACT** – A contract valued at less than or equal to \$175,000.

**LABORATORY** – The established laboratory of the El Dorado County Transportation Division or laboratories authorized by the Engineer to test materials and work involved in the contract

**MUTCD** - California Manual on Uniform Traffic Control Devices Current Edition

**OFFICE ENGINEER**: The Office Engineer in the County of El Dorado Community Development Agency, Transportation Division or, depending on context, Caltrans Office Engineer

**PAYEE DATA RECORD** – County of El Dorado form used in lieu of Internal Revenue Service W-9 form entitled “Request for Taxpayer Identification Number and Certification”

**PLANS** – The improvement plans titled “**Pleasant Valley Road at Oak Hill Road Intersection Improvements**” adopted and approved by the El Dorado County Board of Supervisors, and the Standard Plans, profiles, typical cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed

**STANDARD PLANS** – The May 2006 edition of the Standard Plans of the State of California, Department of Transportation (Caltrans) including revised and new Standard Plans.

**STANDARD SPECIFICATIONS** – The May 2006 edition of the Standard Specifications of the State of California, Department of Transportation (Caltrans) and the Amendments to the Standard Specifications

**STATE** – The State of California, including its agencies, departments, or divisions, whose conduct or action is related to the work, or The County of El Dorado, a political subdivision of the STATE, and its Community Development Agency, Transportation Division

## SECTION 2. BIDDING

### 2-1.01 GENERAL

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

### 2-1.02 BID DOCUMENTS

Section 2-1.03 "Bid Documents" of the Amendments to the Standard Specifications is replaced with:

The Bidder is referred to the Notice to Bidders of these Contract Documents for information about how to obtain the contract documents which include the plans and specifications. The Notice to Bidders also informs Bidders how to obtain Supplemental Project Information/Information Handout.

### 2-1.03 BID DOCUMENT COMPLETION

Section 2-1.12A "General" of the Amendments to the Standard Specification is replaced with:

Complete the forms in the Proposal section of the Contract Documents. **Submittal of a Proposal certifies that the Bidder has downloaded all documents related to the project and takes responsibility for their completeness.**

In accordance 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.

Section 2-1.12 C "Subcontractor List" of the Amendments to the Standard Specifications is replaced with:

Each Proposal shall have listed therein the name, contractor's license number and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 0.5 % of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Jennifer Rimoldi, El Dorado County Department of Transportation, email-[Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us), Fax-(530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, bid item description, and the percentage of each bid item subcontracted, as described above. At the time the contract is awarded, , all listed subcontractors shall be properly licensed to perform their designated portion of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Jennifer Rimoldi via fax or email as

noted above within 24 hours after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

Forms for listing the subcontractors who will work on this Project are included in the Proposal section of these Contract Documents.

#### **2-1.04 BIDDER'S SECURITY**

The last paragraph of Section 2-1.13 "Bidder's Security" of the Amendments to the Standard Specifications is replaced with:

**If using a bidder's bond, the bidder's bond shall conform to the bond form following the Proposal section of the Contract Documents for the project "Pleasant Valley Road at Oak Hill Road Intersection Improvements", and shall be properly filled out and executed and submitted with the Bidder's proposal.**

#### **2-1.05 BID SUBMITTAL**

The following is added to Section 2-1.14 "Bid Submittal" of the Amendments to the Standard Specifications:

The Bidder is referred to the Notice to Bidders of these Contract Documents for information regarding bid submittal.

#### **2-1.06 BID RELIEF**

Section 2-1.18 "Bid Relief" of the Amendments to the Standard Specifications is replaced with:

The Department may grant bid relief under Public Contract Code §5100 et seq. Submit any request for bid relief on the form referenced below by faxing request form to Jennifer Rimoldi, El Dorado County Department of Transportation (530) 621-5125.

The Relief of Bid request form can be found at [http://www.dot.ca.gov/hq/esc/oe/contractor\\_info/reilef.pdf](http://www.dot.ca.gov/hq/esc/oe/contractor_info/reilef.pdf)

#### **2-1.07 SUBMITTAL FAILURE HISTORY**

Section 2-1.19 "Submittal Failure History" of the Amendments to the Standard Specifications is deleted.

#### **2-1.08 INCLUSION OF FEDERAL FORM 1273 CONTRACT PROVISIONS**

In accordance with Section 12.9 of Chapter 12 of the Caltrans Local Assistance Procedures Manual (LAPM), Section 7-1.50 "Federal Laws for Federal-Aid Contracts" of the Amendments to the Standard Specifications, the provisions of FHWA Form 1273 are required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime Contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime Contractor to comply with this requirement is grounds for County termination of the contract with the Contractor and debarment of the Contractor by FHWA.

#### **2-1.09 FEDERAL LOBBYING RESTRICTIONS**

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

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

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

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

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

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

#### **2-1.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Title 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

The Contractor shall also carry out applicable requirements of 49 CFR Part 18 in the award and administration of this USDOT-assisted Contract. The applicable requirements of 49 CFR Part 18 are as follows:

- (a) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*
  - (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  - (2) Affirmative steps shall include:
    - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

All DBE participation will count toward the County's Overall DBE goal and the State's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

**DBE Commitment Submittal**

Submit DBE information on the Local Agency Bidder - DBE - Commitment (Construction Contracts) Exhibit 15-G form included in the Proposal. If the form is not submitted with the bid, make a copy of the form from the Proposal before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form via or email or fax to Jennifer Rimoldi, El

Dorado County Department of Transportation; email- [Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us); FAX (530) 626-0387. DBE Commitment form must be received as noted no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the County requests it. If the County requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request via or email or fax to Jennifer Rimoldi, El Dorado County Department of Transportation; email- [Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us); FAX (530) 626-0387.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the County finds your bid nonresponsive.

### **Good Faith Efforts Submittal**

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening via or email or fax to Jennifer Rimoldi, El Dorado County Department of Transportation; email- [Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us); FAX (530) 626-0387.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If

you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The County may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

In accordance with 49 CFR 26.53(d) if the County determines that the apparent successful bidder failed to meet the Good Faith Effort requirements, the County will provide the apparent successful low bidder an opportunity for administrative reconsideration before awarding the contract. The County will provide the apparent successful low bidder an opportunity to submit written documentation or argument and meet in person with the reconsideration official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The reconsideration official is someone who did not participate in the original determination that the goal or good faith effort was not met.

#### **2-1.11 COMPLIANCE WITH FEDERAL, STATE AND LOCAL AGENCY REQUIREMENTS**

County is relying on federal assistance or grants as well as on state funds for all or a portion of the funding for the Work to be provided under this Contract. As a requirement of County's use of federal and state funds, County is required to comply with certain federal and state contracting requirements and to extend those requirements to its third party contracts. Contractor shall comply and shall require its subcontractors to comply with all applicable provisions of federal and state regulations, including those required by Caltrans and Federal Highway Administration (FHWA) grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds as well as these requirements detailed in 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Contractor shall comply and shall require its subcontractors to comply with the Fair Employment Practices Addendum attached as Exhibit B to the Draft Agreement and the Nondiscrimination Assurances attached as Exhibit C to the Draft Agreement of these Contract Documents. Contractor shall further comply with all applicable provisions of the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines, all Title 23 Federal requirements and all applicable state and federal laws, regulations and policy; procedural or instructional memoranda. Failure of Contractor to comply with any federal or state provision may be the basis for withholding payments to Contractor and for such other remedies as may be appropriate including termination of this Contract. Contractor shall also comply with any flow-down or third-party contracting provisions which may be required under the federal and state regulations and which may apply to Contractor's subcontracts, if any, associated with this Contract. Contractor shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United State Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

#### **2-1.12 COST PRINCIPLES**

The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. as applicable, are the governing factors regarding allowable elements of cost for the Work to be performed under this Contract.

- A. Contractor and its subcontractors shall comply with Office of Management and Budget Circular A-87, Cost Principles for State, Local And Indian Tribal Governments; with Federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and with Contract Cost Principles, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Parts 31 et seq., insofar

as those regulations may apply to Contractor and its subcontractors. This provision shall apply to every sub-recipient receiving funds as a Contractor or subcontractor under this Contract.

- B. Any expenditures for costs for which Contractor has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Contractor to County.
- C. Travel and per diem reimbursements, if applicable, and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by Contractor.
- D. Notwithstanding any other provision of the Contract Documents to the contrary, payments to Contractor for mileage, travel or subsistence expenses, if applicable, for Contractor's staff or subcontractors claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates claimed are in excess of those authorized DPA rates, then Contractor is responsible for the cost difference, and any overpayments inadvertently paid by County shall be reimbursed to County by Contractor on demand within thirty (30) days of such demand.
- E. Contractor and its subcontractors shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Contractor and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

### **2-1.13 BID PROTEST PROCEDURE**

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 49 Code of Federal Regulations Part 18 Section 18.36 (b) (12)(i)-(ii) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of 49 CFR Part 18 Section 18.36 (b) (12)(i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
- (ii) Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

**Policy:** Upon completion of the bid evaluation, the Community Development Agency, Transportation Division will notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

**Procedure:** If a bidder wishes to protest the award, the procedure shall be as follows:

- 1. The Community Development Agency, Transportation Division will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in



writing, at the FAX number designated in the bid, of its recommendation including for award or rejection of bids ("All Bidders Letter").

2. Within five (5) business days from the date of the "All Bidders Letter," the Bidder protesting the recommendation for award shall submit a letter of protest to and shall be received by the County of El Dorado, Community Development Agency, Transportation Division, Attention Jennifer Rimoldi, 2850 Fairlane Court, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Community Development Agency, Transportation Division finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Community Development Agency, Transportation Division does not agree with the protest, or otherwise fails to resolve the protest, the Community Development Agency, Transportation Division will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors' consideration and action. The Community Development Agency, Transportation Division shall also include in its report to the Board of Supervisors the details of the bid protest.
4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. If the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

The decision of the Board of Supervisors on the bid protest shall be final.

#### **2-1.14 OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

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

### **SECTION 3. CONTRACT AWARD AND EXECUTION**

#### **3-1.01 GENERAL**

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

#### **3-1.02 CONTRACT AWARD**

Section 3-1.02 "Contract Award" of the Amendments to the Standard Specifications is replaced with:

Bids will be considered for award by the Board of Supervisors. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County. The award of the Contract, if it be awarded, will be to the lowest responsive responsible Bidder whose Proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the Proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the Bidder concerned.

All bids will be compared on the basis of the Proposal Pay Items and Bid Price Schedule of the quantities of work to be done.

The lowest, responsive, responsible bidder shall be the responsible, responsive bidder submitting the lowest additive total of all the bid items and meeting all other requirements. In the event of a discrepancy between the unit price bid and the extended unit total as stated on the Proposal, the amount bid for the unit price shall control and shall be utilized in calculating the additive total of the bid items for purposes of award, including revisions by Addenda, and as specified in the Proposal instructions.

### **3-1.03 CONTRACT BONDS**

Section 3-1.03 "Contract Bonds" of the Amendments to the Standard Specifications is replaced with:

The successful Bidder must furnish two bonds:

- 1) Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the contract. This bond shall be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the contract.
- 2) Performance bond to guarantee faithful performance of the contract. This bond shall be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the contract.

The Payment and Performance Bond forms are included with the Agreement section of the Contract Documents.

### **3-1.04 INSURANCE POLICIES**

Section 3-1.05 "Insurance Policies" of the Amendments to the Standard Specifications is replaced with:

The successful bidder must submit with the executed contract and the payment and performance bonds proof of a policy of insurance that meets the requirements of Section 7 "Contractor's Insurance of these special provisions.

### **3-1.05 ESCROW BID DOCUMENTS**

#### **Scope**

The successful bidder shall submit to Office Engineer at the El Dorado County Community Development Agency, Transportation Division, 2850 Fairlane Court, Placerville, CA 95667, , within ten business (10) days of the date of the Notice of Award of the Contract letter, one sealed copy of all documentary information generated in preparation of bid prices for this project. This material is hereinafter referred to as Escrow Bid Documents (EBDs). The EBDs of the successful bidder will be held in escrow for the duration of the Contract.

The successful bidder agrees, as a condition of execution of the Contract, that the EBDs constitute the only complete documentary information used in preparation of his bid. No other bid preparation information shall be considered in resolving disputes.

Nothing in the EBDs shall change or modify the terms or conditions of the Contract.

#### **Ownership**

The EBDs are and shall always remain the property of the Contractor subject only to joint review by County and the Contractor, except as provided for herein.

County, for purposes of this section, will treat EBDs, as defined herein, as trade secrets. This acknowledgment is based on the County's express understanding that the information contained in the EBDs is not known outside the Contractor's business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in the Contractor's possession, and is extremely valuable to competitors by virtue of it reflecting the Contractor's contemplated techniques of construction.

County acknowledges that EBDs and the information contained therein are made available to County only because such action is an express prerequisite to execution of the Contract by the County. County acknowledges that the EBDs include a compilation of information used in the Contractor's business, intended to give the Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. County agrees to safeguard the EBDs and all information contained therein to the fullest extent permitted by law.

### **Purpose**

EBDs will be used to assist in the negotiation of price adjustments and variations and in the settlement of disputes, claims and other controversies. They will not be used for evaluation of the Contractor's anticipated methods of construction or to assess the Contractor's qualifications for performing the Work.

### **Format and Contents**

Bidders may submit EBDs in their usual cost estimating format. It is not intended that extra work is required in preparing the bid but to ensure that the EBDs will be adequate to enable complete and proper understanding and proper interpretation for their intended use. The EBDs shall be in the English language only.

The EBDs shall clearly itemize the estimated costs of performing the work of each item contained in the Proposal Pay Items and Bid Schedule. Items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The EBDs shall include all quantity take-offs, crews, assumed overtime, equipment, calculations of rates of production and progress, acceleration costs, copies of quotations from Subcontractors and suppliers, and memoranda, narratives, consultants reports, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid. Estimated costs shall be broken down into the Contractor's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of plant and equipment, indirect costs, contingencies, mark-up, and other items to each bid item shall be clearly indicated.

The EBDs shall clearly show in calculations, text, or both, the relationship between baseline indications presented in the Contract Documents and assumptions that form the basis for the Contractor's means, methods, equipment selection, rates of production, and costs.

All costs shall be identified. For bid items where the extended amount is less than \$10,000 estimated unit costs are acceptable without a detailed cost estimate, providing that labor, equipment, materials and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

Bid Documents provided by County should not be included in the EBDs unless needed to comply with the above requirements.

If the bidder's proposal is based on subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total contract price proposed by the bidder, shall provide separate EBDs to be included with those of the bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful bidder.

If the Contractor wishes to subcontract any portion of the Work after award, County retains the right to require the Contractor to submit EBDs from the Subcontractor for subcontracts that exceed 5% of the total contract amount before the subcontract is approved.

**Submittal**

The EBDs shall be submitted by the successful bidder in a sealed lockable container within ten business (10) days, of the date of the Notice of Award of the Contract letter. The container shall be clearly marked on the outside with the Bidder’s name, date of submittal, project name, Contract No., and the words “Escrow Bid Documents”.

The EBDs shall be accompanied by the “Bid Documentation Certification”, signed by an individual authorized by the bidder to execute the bid, stating that the material in the Escrow Bid Documentation constitutes all the documentary information used in the preparation of the bid and that he or she has personally examined the contents of the EBDs container and has found that the documents in the container are complete.

“Escrow Bid Document Certification”

*THE UNDERSIGNED HEREBY CERTIFIES THAT THE BID DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL THE INFORMATION USED IN PREPARATION OF THE BID AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS BID DOCUMENTATION IS COMPLETE.*

**SIGNATURE:**

**NAME:**  
*(Print)*

**TITLE:**

**FIRM:**

**DATE:**

Prior to execution of the Contract by the County, the EBDs of the successful bidder will be examined, organized and inventoried by representatives of County, together with members of the Contractor’s staff who are knowledgeable in how the bid was prepared. This examination is to ensure that the EBDs are authentic, legible, and complete. It will not include review of and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of the Contract Documents. Examination will not alter any condition(s) or term(s) of the Contract.

If all documentation required in the “Format and Contents” has not been included in the original submittal, additional documentation shall be submitted, at County’s discretion, prior to execution of the Contract by the County. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the Contractor and County before execution of the Contract by the County.

Failure of the successful bidder to furnish the EBDs in accordance with this special provision constitutes a failure to execute and return the Contract as required. Upon such failure to submit the EBDs as required herein, the bidder’s security will be forfeited to the County. The County will then recommend that the Board of Supervisors award the Contract to the second lowest bidder, who shall comply with the EBDs provisions herein.

**Storage**

The EBDs shall be stored at the Community Development Agency, Transportation Division’s Office Engineer’s office at 2850 Fairlane Court, Placerville, CA 95667. in the lockable container supplied by the Contractor. The Contractor shall provide the lockable container and the Contractor shall maintain possession of the key.

## Examination

The EBDs shall be examined by both County and the Contractor, at any time deemed necessary by either County or the Contractor, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes.

Examination of the EBDs is subject to the following conditions:

- a. As trade secrets, the EBDs are proprietary and confidential as described above.
- b. County and the Contractor shall each designate, in writing to the other party a minimum of ten calendar days prior to examination, representatives who are authorized to examine the EBDs. No other person shall have access to the EBDs.
- c. Access to the EBDs will take place only in the presence of duly designated representatives of both County and the Contractor.

## Final Disposition

The EBDs and the lockable container will be returned to the Contractor at such time as the Contract has been completed and final settlement has been achieved.

Full compensation for preparing and submitting EBDs, furnishing the lockable container, for preparing and submitting EBDs for any subcontractor after award, and for examining EBDs shall be considered as included in the contract price for various items of roadway and bridge work involved and no additional compensation will be allowed therefor.

### 3-1.06 CONTRACT EXECUTION

Attention is directed to the "Notice to Bidders" and "Proposal" for this Contract. Barring some unforeseen irregularity, Notice of Award will be sent to the lowest, responsive, responsible Bidder after approval by the El Dorado County Board of Supervisors.

Section 3-1.09 "Contract Execution" of the Amendments to the Standard Specifications is replaced with:

The successful Bidder shall return the signed Contract, the Contract bondsthe Escrow Bid Documents with lockable container a California Form 590-Withholding Exemption Certificate, County Payee Data record form, and certificates of insurance to the Office of the Department of Transportation **within ten business (10) days of the date of the Notice of Award of Contract letter.** Priority delivery or mail of these documents shall be to attention of the Jennifer Rimoldi, El Dorado County Department of Transportation at 2850 Fairlane Court, Placerville CA 95667, Jennifer.Rimoldi@edcgov.us.

The failure of the successful Bidder to furnish any bond required of it by law or by this Agreement, or the failure to execute the Contract, or the failure to provide the required insurance documents within the time fixed for the execution of the Contract and return of the bonds and insurance constitutes a failure to execute and return the Contract as required herein. Upon such failure or refusal to return the executed Agreement, or to provide the bonds or insurance documents required herein, the bidder's security shall be forfeited to the County.

### 3-1.07 BID SECURITIES

Section 3-1.10 "Bidder' Securities" of the Amendments to the Standard Specifications is replaced with:

The Department returns the securities of the unsuccessful bidders within 60 days contract award. The Department returns the successful bidder's security within 60 days of contract execution.

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

### **4-1.01 GENERAL**

Attention is directed to the provisions in Section 8-1.05 "Temporary Suspension of Work", Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Amendments to the Standard Specifications and these special provisions.

Section 8-1.03, "Beginning of Work" of the Amendments to the Standard Specifications is replaced with:

The contract working days shall begin on the date stated in the Notice to Proceed issued by the Department of Transportation.

The Engineer will issue Notice to Proceed 10 days after contract approval.

The work shall be diligently prosecuted to completion before the expiration of **forty working days (40) WORKING DAYS**.

The Contractor shall pay to the County of El Dorado the sum of **one thousand and nine hundred dollars (\$1,900)** per day, for each and every calendar day's delay in finishing the work in excess of **forty (40) WORKING DAYS**.

Should the Contractor begin work in advance of receiving the Notice to Proceed, any work performed by the Contractor in advance of the date stated in the Notice to Proceed shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer with the exception of preparing and obtaining the Engineer's acceptance of the Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program, whichever is applicable, as specified in section 10-1.03 "Water Pollution Control" and preparing and obtaining Engineer's acceptance of the Baseline Progress Schedule as specified in section 10-1.23 "Progress Schedule (Critical Path Method)" of these special provisions.

Do not start work at the job site until the Engineer approves or accepts, as applicable, your submittal for:

1. Progress Schedule
2. Water Pollution Control Program (WPCP), if applicable
3. Traffic Control Plan

Do not start work at the job site until the Engineer accepts your WPCP submittal

### **4-1.02 CONTRACT WORKING HOURS**

Attention is directed to "Sound Control Requirements" and "Maintaining Traffic" of these special provisions. Contract working hours shall be between the hours of 7:00 a.m. to 7:00 p.m. for weekdays and 8:00 am to 5:00 pm for weekend unless otherwise approved by the Engineer. The contract time will be extended one (1) working day for each working day (Monday through Friday, excluding legal holidays) that the Contractor's operations are suspended due to weather condition. No time extensions will be allowed for weekends or holidays where the Contractor's operations are suspended due to weather condition, unless the Contractor's operations on the working day before and after the weekend or holiday are suspended due to weather condition. The Engineer has sole authority for determining time extensions pursuant to this section.

### **4-1.03 PRE-CONSTRUCTION CONFERENCE AND WEEKLY MEETINGS**

The first paragraph of Section 8-1.025 "Preconstruction Conference" of the Amendments to the Standard Specifications is replaced with:

A pre-construction conference will be scheduled by the Engineer between the Engineer and the Contractor or its representative after the project is awarded and prior to the issuance of the Notice to Proceed. The conference will be held at the **Construction Office**, 2441 Headington Road, Placerville to discuss the work each DBE subcontractor will perform and important aspects of the project and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required, and the Contractor shall bring all required schedules and documents to the meeting.

Before work can begin on a subcontract, the Department will require the Contractor to submit a completed "Subcontracting Request", Exhibit 16-B of the Caltrans Local Assistance Procedures Manual (LAPM) or equivalent. When the Engineer receives the completed form it will be checked for agreement of the first tier subcontractors and DBE's. The Engineer will not approve the request when it identifies someone other than the DBE listed in the previously completed "LOCAL AGENCY BIDDER – DBE COMMITMENT (Construction Contracts) Exhibit 15-G" form or first tier subcontractor listed in the Subcontractors Listing form of the Proposal. The "Subcontracting Request" will not be approved until any discrepancies are resolved. If an issue cannot be resolved at that time, or there is some other concern, the Engineer will require the Contractor to eliminate the subcontractor in question before signing the subcontracting request. A change in the DBE or first tier subcontractor may be addressed during a substitution process at a later date.

Suppliers, vendors, or manufacturers listed on the "LOCAL AGENCY BIDDER – DBE COMMITMENT (Construction Contracts) Exhibit 15-G" form will be compared to those listed in the completed Exhibit 16-I "Notice of Materials to be Used", of the LAPM or equivalent. Differences must be resolved by either making corrections or requesting a substitution.

Substitutions will be subject to the Subletting and Subcontracting Fair Practices Act (FPA). The Department will require contractors to adhere to the provisions within Subletting and Subcontracting Fair Practices Act (State Law) Sections 4100-4114. FPA requires the Contractor to list all subcontractors in excess of one half of one percent (0.5%) of the Contractor's total bid or \$10,000, whichever is greater. The statute is designed to prevent bid shopping by contractors. The FPA explains that a contractor may not substitute a subcontractor listed in the original bid except with the approval of the awarding authority.

The Engineer will give the Contractor a blank Exhibit 17-F, "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First –Tier Subcontractors," from the Caltrans LAPM. This form must be completed and returned to the County with the Acceptance Statement which accompanies the Proposed Final Pay Estimate. Full compensation for the required attendance shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Delete "DVBE" and "partnering" from the Table in Section 8-1.025 "Preconstruction Conference" of the Amendments of the Standard Specifications.

Section 8-1.08 "Termination of Control" of the Amendments to the Standard Specifications is replaced with Article 10 "Termination By County for Cause" of the Agreement.

Section 8-1.11 "Termination of Contract" of the Amendments to the Standard Specifications is replaced with Article 9 "Termination by County for Convenience" of the Agreement.

#### **4-1.04 VALUE ENGINEERING**

Section 4-1.035C "Value Analysis Workshop" of the Amendments to the Standard Specifications is deleted.

#### **4-1.05 WATER AVAILABILITY**

It is anticipated that water will be available in sufficient quantities for the prosecution of the work. However, water shortages may occur during the life of the contract. Arrangements or commitments obtained by the Department are not a part of the contract. It is expressly understood and agreed that the Department assumes no responsibility to the bidder or Contractor whatsoever in respect to the arrangements made with the source. The Contractor shall assume all risks in connection with the use of the source and the terms upon which the use shall be made. There is no

warranty or guaranty, either expressed or implied, to the quantity of water that can be obtained from the source. If the Department has compiled "Materials Information", as referred to in "Watering" of these special provisions, the bidder or Contractor is cautioned to make independent investigations and obtain the commitments or allocations as the bidder or Contractor deems necessary to verify the quantity of water available. The Contractor shall make arrangements or obtain commitments or allocations necessary to provide water for the project.

During the progress of the work, if water becomes unavailable or unavailable in the quantities needed for prosecution of the work, the unavailability of water will be considered a material shortage. The provisions in Section 5-1.116, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications shall not apply to the unavailability of water.

## **SECTION 5. GENERAL**

### **SECTION 5-1. MISCELLANEOUS**

#### **5-1.01 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 (GOVERNMENT CODE SECTION 12990)**

Attention is directed 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.

Attention is also directed to the draft Agreement contained in these Contract Documents for additional nondiscrimination and fair employment practice provisions that will apply to this federal-aid Contract.

#### **5-1.02 PREVAILING WAGE**

In accordance with the provisions of California Labor Code Sections 1770 et seq, including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Contractor's attention is directed to Section 14 of the Special Provisions and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874



and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

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

The first sentence of Section 7-1.01 A (2) of the Standard Specifications is replaced with:

Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf the contract is made or awarded a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.

### **5-1.03 APPRENTICES**

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with the Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

### **5-1.04 CERTIFIED PAYROLL**

As required under the provisions of Labor Code Section 1776, the Contractor and any subcontractors shall keep accurate payroll records as follows:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or subcontractors in connection with this project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.
  - b. Make available for inspection or furnished upon request to a representative of the County, the State of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County,

the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

- d. Submit a copy of all payrolls weekly to the Engineer and directly to the Compliance Monitoring Unit (CMU) within the Division of Labor Standards Enforcement of the Department of Industrial Relations, State of California. Submit copy of all payrolls within 10 days of any separate request by the CMU.

The second sentence of Section 7-1.01 A(3) (g) of the Standards Specifications is replaced with:

In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one-hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

The second paragraph of Section 7-1.01A (30) is replaced with:

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

#### **5-1.05 PREVAILING WAGE NOTICING REQUIREMENTS**

Prior to the start of any work, the Contractor shall post and maintain the following notice in a conspicuous location on the jobsite:

*“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number: (916)-263-1811*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office.*

*Complaint forms are also available at the Department of Industrial Relations website found at: [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).*

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

#### **5-1.06 PARTNERING**

Section 5-1.012 "Partnering" of the Amendments to the Standard Specifications is deleted.

#### **DISPUTE RESOLUTION**

The Dispute Resolution Advisor Agreement in Section 5-1.15 "Dispute Resolution" of the Amendments to the Standard Specifications is replaced with:

#### **DISPUTE RESOLUTION ADVISOR AGREEMENT**

(REV 01/24/14)

\_\_\_\_\_

Contract No. \_\_\_\_\_

**THIS DISPUTE RESOLUTION ADVISOR AGREEMENT, (hereinafter referred to as "AGREEMENT"),** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the County of El Dorado (hereinafter referred to as "COUNTY"), \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), and \_\_\_\_\_, the Dispute Resolution Advisor, (hereinafter referred to as "DRA").

#### **RECITALS**

WHEREAS, COUNTY and CONTRACTOR, (hereinafter referred to as "PARTIES"), have entered into a contract for the project referenced above; and

WHEREAS, the Standard Specifications for the above referenced contract provides for the establishment and operation of DRA to assist in resolving disputes; and

WHEREAS, DRA is composed of one person, chosen by CONTRACTOR and COUNTY;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, COUNTY, CONTRACTOR, and DRA hereto agree as follows:

#### **SECTION I DESCRIPTION OF WORK**

To assist in the timely resolution of disputes between PARTIES, the contract provides for the establishment and the operation of DRA. DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to PARTIES. DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. DRA shall perform the services necessary to participate in 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 Resolution Board Foundation. Candidates shall have substantial experience in or directly related to public works heavy highway construction projects with or on behalf of federal, state or local government agencies, particularly Caltrans.

Experience shall be a minimum of ten years in any combination of the following:

- Supervisor, manager, or executive in public works heavy highway construction contracts with emphasis in resolution of disputes arising out of said contracts.
- Attorney representing PARTIES in litigating or arbitrating public works heavy highway construction contract claims.
- Judge or arbitrator adjudicating or otherwise resolving public works heavy highway construction contract claims.

In addition, DRA is required to have served on several State of California Dispute Resolution Boards (DRB) – a minimum of three as a member or two as Chair.

No DRA shall have prior direct involvement in the contract. No DRA shall have a financial interest in the contract or PARTIES thereto, including but not limited to CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period six months prior to award and during the contract. Exceptions to above are compensation for services on this AGREEMENT 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 DRA includes, but is not limited to, the following:

#### **A. PROCEDURES**

DRA shall meet with 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. DRA established procedures shall only be implemented upon approval by PARTIES. Subsequent meetings shall be held only to hear disputes between PARTIES.

DRA shall not meet with, or discuss contract issues with individual parties. Discussions regarding the project between DRA and PARTIES shall be in the presence of DRA and PARTIES.

COUNTY shall provide DRA with the contract and all written correspondence regarding the dispute between PARTIES and, if available, CONTRACTOR'S supplemental potential claim record, and the Engineer's response to the supplemental potential claim record.

PARTIES shall not call DRA who served under this AGREEMENT as a witness in arbitration proceedings, which may arise from the contract.

DRA shall have no claim against COUNTY or CONTRACTOR, or both, from claimed harm arising out of PARTIES' evaluations of 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 CONTRACTOR requests a dispute meeting with DRA, CONTRACTOR must simultaneously notify COUNTY. Upon being notified of the need for a dispute meeting, DRA shall review and consider the dispute. DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of 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 COUNTY's Deputy Director, Engineering, Fairlane Unit, Resident Engineer, Structure Representative, or Senior Bridge Engineer and CONTRACTOR's or subcontractor's, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of either party's attorneys at DRA meetings.

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:

DRA, with approval of PARTIES, may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. PARTIES' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by PARTIES, shall be borne equally by PARTIES as specified in an approved contract change order. CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting DRA may ask questions, seek clarification, and request further clarification of data presented by either of PARTIES as may be necessary to assist in making a fully informed recommendation. However, DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during 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 DRA in conformance with the rules and regulations established at the first meeting between 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 PARTIES shall be conclusively considered by 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 five days after receiving COUNTY's written response to CONTRACTOR's supplemental potential claim record, CONTRACTOR shall refer the dispute to DRA, if CONTRACTOR wishes to further pursue the dispute. CONTRACTOR shall make the referral in writing to DRA, simultaneously copied to COUNTY. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to PARTIES and 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. PARTIES shall each be afforded an opportunity to be present and to be heard by DRA, and to offer evidence. Either party furnishing written evidence or documentation to DRA must furnish copies of such information to the other party a minimum of ten days prior to the date DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as 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 DRA. DRA shall not consider evidence not furnished in conformance with the terms specified herein.

- c. Upon receipt by DRA of a written referral of a dispute, DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than twenty-five days after receipt of the written referral unless otherwise agreed to by all PARTIES.
- d. DRA shall furnish a written report to PARTIES. DRA may request clarifying information of either party within five days after DRA dispute meeting. Requested information shall be submitted to DRA within five days of DRA request. DRA shall complete its report and submit it to PARTIES within ten days of DRA dispute meeting, except that time extensions may be granted at the request of DRA with the written concurrence of PARTIES. The report shall summarize the facts considered, the contract language, law or regulation viewed by DRA as pertinent to the dispute, and DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. DRA's written opinion shall stand on its own, without attachments or appendices. DRA shall furnish a copy of the written recommendation report to the Transportation Division Director, at the County of El Dorado Community Development Agency, Transportation Division, 2850 Fairlane Court, Placerville, California 95667.
- e. Within ten days after receiving DRA's report, PARTIES shall respond to 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 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 DRA recommendation. Immediately after responses have been received from PARTIES, DRA shall provide copies of both responses to PARTIES simultaneously. Either party may request clarification of elements of DRA's report from DRA prior to responding to the report. DRA shall consider any clarification request only if submitted within five days of receipt of DRA's report, and if submitted simultaneously in writing to both DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. DRA shall respond, in writing, to requests for clarification within five days of receipt of such requests.
- f. Either party may seek a reconsideration of DRA's recommendation. DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the ten day time limit specified for response to DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.
- g. If PARTIES are able to settle their dispute with the aid of DRA's report, COUNTY and CONTRACTOR shall promptly accept and implement the settlement of PARTIES. If PARTIES cannot agree on compensation within thirty days of the acceptance by PARTIES of the settlement, either party may request DRA to make a recommendation regarding compensation.

## **2. INFORMAL DISPUTE MEETING**

An informal dispute meeting shall be convened, only if, PARTIES and 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. PARTIES shall furnish DRA with one copy of pertinent documents requested by DRA that are or may become necessary for 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 DRA.
- b. After the dispute meeting has concluded, DRA shall deliberate in private the same day, until a response to PARTIES is reached or as otherwise agreed to by PARTIES.
- c. DRA then verbally delivers its recommendation with findings to PARTIES.

- d. After the recommendation is presented, PARTIES may ask for clarifications.
- e. Occasionally DRA, on complex issues, may be unable to formulate a recommendation based on the information given at a dispute meeting. However, DRA may provide PARTIES with advice on strengths and weaknesses of their prospective positions, in the hope of PARTIES reaching settlement.
- f. If PARTIES are able to settle their dispute with the aid of DRA's opinion, COUNTY and CONTRACTOR shall promptly accept and implement the settlement of PARTIES.
- g. DRA will not be bound by its oral recommendation in the event that a dispute is later heard by DRA in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve PARTIES of their responsibilities under Section 5-1.15B, "Dispute Resolution Advisor," of the Standard Specifications or Subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by PARTIES.

#### **SECTION IV TIME FOR BEGINNING AND COMPLETION**

Once established, DRA shall be in operation until the day COUNTY Board of Supervisors accepts the project as complete. DRA shall not begin work under the terms of this AGREEMENT until authorized in writing by COUNTY or as agreed to by PARTIES. If the contract is terminated in accordance with "Termination by County for Cause" or "Termination by County for Convenience" provisions of the contract, DRA's services shall no longer be required or used.

#### **SECTION V PAYMENT**

DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, at the start of the project as set forth in Section III A., and for a dispute meeting related to the contract. A member serving on more than one DRA or DRB involving COUNTY, 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 DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by DRA to review and research activities outside official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to DRA), has been specifically agreed to in advance by PARTIES, and 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. COUNTY will provide administrative services such as conference facilities to 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 DRA, and technical services.

DRA may submit invoices to 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 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 DRA until the amount and extent of those fees are approved by COUNTY and CONTRACTOR.

##### **B. INSPECTION OF COSTS RECORDS**

DRA and CONTRACTOR shall keep available for inspection by representatives of COUNTY and the United States, for a period of 4 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 the contract is initiated before the expiration

of the 4-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 DRA**

DRA may resign after providing not less than 15 days written notice of the resignation to COUNTY and CONTRACTOR. 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 DRA.

## **SECTION VIII LEGAL RELATIONS**

PARTIES hereto mutually understand and agree that 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 by DRA than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of the contract that require CONTRACTOR to indemnify and hold harmless COUNTY, PARTIES shall jointly indemnify and hold harmless 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 DRA.

## **SECTION IX CONFIDENTIALITY**

PARTIES hereto mutually understand and agree that all documents and records provided by PARTIES in reference to issues brought before DRA, which documents and records are marked "Confidential - for use by 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 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 PARTIES who furnished them to DRA. However, 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 PARTIES arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between PARTIES or through the administrative process provided in the contract shall be resolved as provided in "Disputes Resolution" of the Special Provisions. Disputes between DRA and 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 DRA, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, PARTIES hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. PARTIES hereto agree that all questions shall be resolved by arbitration by application of California law and that 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 El Dorado County or any other location as agreed to by PARTIES.



**SECTION XII FEDERAL REVIEW AND REQUIREMENTS**

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of DRA in progress, except for private meetings or deliberations of DRA.

Other Federal requirements in this AGREEMENT shall only apply to Federal-Aid contracts.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRA

By: \_\_\_\_\_

Name: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

COUNTY OF EL DORADO  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION

By: \_\_\_\_\_  
Bard R. Lower  
Transportation Division Director  
Community Development Agency

Section 9-1.10 "Arbitration" of the Amendments to the Standard Specifications is replaced with:

As permitted by Public Contract Code section 20104, the County has elected to resolve any claims between the Contractor and the County pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code. Attention is directed to Section 5-1.146 "Potential Claims and Dispute Resolution" and Section 9-1.08 "Payment after Contract Acceptance" of the Amendments to the Standard Specifications for the contract claim procedure. The provisions of that Section constitute a non-judicial claim settlement procedure, and also step one of a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with the contract claim procedure in accordance with the Contract Documents, including, but not limited to, Sections 5-1.146 and 9-1.08 of the Amendments to the Standard Specifications. Step two is the filing of a timely Government Code Section 910 et seq. claim in accordance with the California Government Code. Any such claim shall affirmatively indicate Contractor's prior compliance with the contract claim procedure herein and previous dispositions under Sections 5-1.146 and 9-1.08 of the Amendments to the Standard Specifications. Any claim that fails to conform to the contract claim procedure

required in step one may not be asserted in any subsequent Government Code Section 910 et seq. claim.

As a condition precedent to arbitration or litigation, claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitations shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. The cost of mediation shall be equally shared by the parties.

If Contractor fails to comply with these claim procedures as to any claim, then Contractor waives its rights to such claim. County shall not be deemed to waive or alter any provision of this section or Sections 5-1.146 and 9-1.08 of the Amendments to the Standard Specifications if, at County's sole discretion, County administers a claim in a manner not in accord with those provisions.

These provisions shall survive termination, breach, or completion of the Contract Documents.

#### **5-1.07 RECORDS**

The first sentence of the second paragraph of Section 5-1.015 "Records" of the Amendments to the Standard Specifications is replaced with:

For four (4) years from the later of the date of final payment by County, the final resolution of all claims, or all other pending matters under this Contract are closed, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to suppliers and subcontractors
5. Cost accounting

Section 5-1.05E "Extra Work Bills" is replaced with:

Maintain separate records for costs of work performed by change order.

Within 7 days after performing the work, submit Daily Extra Work Reports in hard copy to the Engineer for approval.

#### **5-1.08 RECORDS EXAMINATION, AUDIT & RETENTION REQUIREMENTS**

Contractor shall maintain and make available to the FHWA, the US DOT, the Comptroller General of the United States, the State of California, the California State Auditor, and County or to any of their duly authorized representatives all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the Work or under terms of this Contract. Contractor shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with these special provisions and federal and state requirements. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors employed under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result

of this Contract and shall require its subcontractors to agree to cooperate with the above-listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

All of Contractor's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the work or under terms of this Contract shall be retained for access, inspection and/or audit by the FHWA, the US DOT, the Comptroller General of the United States, the State, County or their duly authorized representatives for at least three (3) years after County's final payment to Contractor and/or the final resolution of any claims under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract.

#### **5-1.09 SUBCONTRACTOR AND DBE RECORDS**

Use each DBE subcontractor as listed on the Subcontractor List form unless you receive authorization for a substitution.

The Department requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

For a DBE that leases trucks from a non-DBE, count only the fee or commission the DBE receives as a result of the lease arrangement.

If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify you in writing of the decertification date. If a business becomes a certified DBE before completing subcontracted work, the business must notify you in writing of the certification date. Submit the notifications. On contract work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form with the Acceptance Statement, which accompanies the Proposed Final Pay Estimate.

Upon contract work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it with the Acceptance Statement, which accompanies the Proposed Final Pay Estimate. The Department withholds \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form.

#### **5-1.10 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES**

DBEs must perform work or supply materials as listed in the Local Agency Bidder - DBE - Commitment form specified in Section 2, "Bidding," of these special provisions.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Department.

The Department authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Department determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

If a listed DBE is terminated or substituted, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Department authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Department does not pay for work listed on the Local Agency Bidder - DBE - Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

#### **5-1.11 BUY AMERICA REQUIREMENTS**

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.

This contract is a Federal –aid contract.

#### **5-1.12 SUBCONTRACTING**

Comply with Section 5-1.055 “Subcontracting” of the Amendments to the Standard Specifications.

Before subcontracted work starts, submit a Subcontracting Request form.

In accordance with Title 2 CFR Section 1200.220 the Debarment and Suspension Provisions apply to all subcontracts associated with this contract. Contractor shall require all subcontractors to execute a debarment and suspension certification such as the one provided in the Proposal section of these Contract Documents.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 7-1.50B of the Amendments to the Standard Specifications and as Exhibit D of the Agreement. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

#### **5-1.13 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to Section 7108.5 of the Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than seven (7) days of receipt of each progress payment unless otherwise agreed to in writing. In addition, Federal Regulation (49CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than thirty (30) days after receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of County. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Prime contractors shall include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

#### **5-1.14 PROMPT PAYMENT OF RETAINED FUNDS TO SUBCONTRACTORS**

The Department shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Department, of the contract work and pay retainage to the prime Contractor based on these acceptances in accordance with “Retention of Funds and Release of Retained Funds” of these special provisions. The prime Contractor or subcontractor shall return all monies withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Department. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the Department’s prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract or performance, and/or noncompliance by a subcontractor.

#### **5-1.15 SCOPE OF PAYMENT**

Item 3 is added to the first paragraph of Section 9-1.02 “Scope of Payment” of the Amendments to the Standard Specifications:

3. Any Royalties and costs arising from patents, trademarks, and copyrights involved in the work.

The fifth paragraph of Section 9-1.02 “Scope of Payment” of the Amendments to the Standard Specifications is replaced with:

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative, unless the bid item is described as an alternative, in which case, the Department pays based on the details and specifications for that alternative.

#### **5-1.16 PROGRESS PAYMENT**

The last sentence of Section 9-1.07 A “General” of the Amendments to the Standard Specifications is deleted.

#### **5-1.17 WITHHOLDS**

The third paragraph of Section 9-1.07E “Withholds” of the Amendments to the Standard Specifications is replaced with:

Withholds are not retentions under Pub Cont Code § 7107 and, except as noted elsewhere in these special provisions, do not accrue interest under Pub Cont Code § 10261.5.

#### **5-1.18 PROGRESS WITHHOLDS**

“revised Contract” from Item 1 of Section 9-1.07E(2) “Progress Withholds” of the Amendments to the Standard Specifications is deleted.

“Progress Payment Voucher” in the last sentence of the third paragraph of Section 9-1.07E(2) “Progress Withholds” of the Amendments to the Standard Specifications is replaced with:

Pay Estimate

### **5-1.19 PERFORMANCE FAILURE WITHHOLDS**

The last sentence of the first paragraph of Section 9-1.07E(3) "Performance Failure Withholds" of the Amendments to the Standard Specifications is replaced with:

The documents include QC plans, schedules, traffic control plans, water pollution control submittals, and dust control submittals.

### **5-1.20 STOP NOTICE WITHHOLDS**

The last paragraph of Section 9-1.07E(4) "Stop Notice Withholds" of the Amendments to the Standard Specifications is replaced with:

Stop Notice information may be obtained from the Engineer.

### **5-1.21 PENALTY WITHHOLDS**

Add the following to the beginning of the last sentence of the second paragraph of Section 9-1.07 E(5) "Penalty Withholds" of the Amendments to the Standard Specifications:

Unless noted otherwise elsewhere in these special provisions,

The last paragraph of Section 9-1.07 E(5) "Penalty Withholds" of the Amendments to the Standard Specifications is replaced with:

Instead of the withhold, the Contractor may provide a bond equal to the highest estimated liability for any disputed penalties proposed, except the Contractor may not provide a bond for withholds related to withholds for labor compliance.

### **5-1.22 RETENTION OF FUNDS AND RELEASE OF TETAINED FUNDS**

Section 9-1.07 F "Retentions" of the Amendments to the Standard Specifications is replaced with:

The Department will retain 5% of the value of each progress payment (excluding mobilization payments) from each progress payment. . In conformance with 49 CFR 26.29 the Department will release retention incrementally as follows:

1. When 25% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld up to this point;
2. When 50% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld since the previous release;
3. When 75% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld since the previous release.
4. The remaining retained funds shall be retained until thirty five (35) days after recordation of the Notice of Acceptance.
- 5.

Work increments deemed complete by the Engineer under this section do not affect the Contractor's other contractual obligations pertaining to that work, including, but not limited to, the commencement of the warranty period or the Contractor's obligation of maintenance and responsibility for that increment of work. Relief from maintenance and responsibility shall be at the discretion of the Engineer and shall conform to the provisions of Section 7-1.15 "Relief from Maintenance and Responsibility" of the Standard Specifications.

The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the California Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

Funds retained from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 22300 of the Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

#### **5-1.23 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 receipt of an undisputed and properly submitted pay request from the Contractor defined herein as the pay estimate prepared by the Engineer and approved by the Contract Administrator for the County.
- 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 5-1.015, "Records," and Section 9-1.07, "Progress Payments," of the Amendments to 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 unpaid and undisputed claims 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 accept the claim statement.

The rate of interest payable on any award in arbitration shall not exceed 6% per annum in accordance with Public Contract Code Section 10240.13.

The rate of interest paid for the period of the retention for penalty withholds determined not owed is 6% per annum.

#### **5-1.24 REPORTING**

In order to monitor the progress of projects funded in whole or in part by federal funds, federal agencies rely heavily on inspection data. Inspections by the County shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 49CFR 18.40(c) Information to be supplied by Contractor shall be reported to County on an as requested basis.

Any subcontract entered into as a result of this Contract shall contain all of the provisions referenced and/or listed in this section.



#### **5-1.25 PAYMENT AFTER CONTRACT ACCEPTANCE**

The second of Section 9-1.08C "Proposed Final Estimate" of the Amendments to the Standard Specifications is replaced with:

The Contractor shall submit either a written acceptance of the proposed final estimate or a claim statement postmarked or hand delivered before the 31st day after receiving the proposed final estimate.

The first sentence of the third paragraph of Section 9-1.08C "Proposed Final Estimate" of the Amendments to the Standard Specifications is replaced with:

If the Contractor claims that the proposed final pay estimate is less than 90 percent of its total bid, the Department adjusts the final payment to cover the Contractor's overhead.

The first sentence of the sixth paragraph of Section 9-1.08D(2)(b) "Overhead Claims" of the Amendments to the Standard Specifications is replaced with:

The CPA's audit must be performed as an examination-level engagement under the attestation engagements in the *Government Auditing Standards* published by the Comptroller General of the United States.

#### **5-1.26 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 Amendments to the Standard Specifications.

#### **5-1.27 TESTING**

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

#### **5-1.28 REMOVAL OF ASBESTOS AND HAZARDOUS SUBTANCES**

Attention is directed to the Sections entitled "Air Pollution Control" and "Dust Control" elsewhere in these special provisions. Attention is also directed to Section 14-11.02 "Asbestos and Hazardous Substances" of the Amendments to the Standard Specifications.

The Contractor may continue work in unaffected areas reasonably believed to be safe.

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, "Delays," of the Amendments to the Standard Specifications.

#### **5-1.29 SOLID WASTE DISPOSAL AND RECYCLING PLAN**

Section 14-10.01 "Solid Waste Disposal and Recycling" of the Amendments to the Standard Specifications does not apply to this contract.

Prior to commencement of construction prepare and obtain County approval of Solid Waste Diversion and Recycling Plan that complies with County Ordinance Chapter 8.43- "Construction and Demolition Debris Recycling

Within El Dorado County” that demonstrates the diversion and recycling of salvageable and re-useable wood, metal, plastic, and paper products during construction.

Full compensation for conforming to the provisions in this section "Solid Waste Diversion and Recycling Plan" 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.

### **5-1.30 AIR POLLUTION CONTROL**

Attention is directed to the Section 14-9.01, "Air Pollution Control" of the Amendments to the Standard Specifications and to "Dust Control" in these special provisions.

The Contractor's attention is directed to the El Dorado County Air Quality Management District (AQMD) Rules and Regulations, Ordinances and other applicable statutes relating to pollution prevention or abatement.

In accordance with AQMD Rule 300 "Open Burning," a valid permit from an El Dorado County AQMD Officer is required when open burning of wood waste is proposed. A copy of the permit shall be filed with the Engineer prior to any burning.

The Contractor shall comply with applicable State and County Air Quality Management District (AQMD) rules and regulations regarding reduction of construction related impacts on air quality, including the implementation of the following measures, as well as measures found elsewhere in these special provisions and the Standard Specifications:

- Maintain equipment in tune per manufacturer's specifications. Retard diesel engine injection timing by two to four degrees unless not recommended by manufacturer (due to lower emission output in-place).
- Do not leave inactive construction equipment idling for prolonged periods (i.e., more than 5 minutes).

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

### **5-1.31 INSPECTION AND ACCEPTANCE OF THE CONTRACT**

Section 7-1.17, "Acceptance of Contract" of the Standard Specifications is amended to read:

When the Engineer has made the final inspection and determines that the contract work has been completed in all respects in accordance with the plans and specifications, the Engineer will recommend to the Board of Supervisors that the contract be accepted and the Notice of Acceptance be recorded to accept the contract, and immediately upon and after the acceptance by the Board of Supervisors, notwithstanding Section 7-1.15 "Relief From Maintenance and Responsibility" of the Standard Specifications, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and the Contractor will not be required to perform any further work thereon except work required under "Guarantee," of these Special Provisions; and the Contractor shall be relieved of the responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the Board of Supervisors.

### **5-1.32 GUARANTEE**

The Contractor shall guarantee the Work in accordance with Section 6-1.075 "Guarantee" of the Amendments to the Standard Specifications.

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.

### **5-1.33 ACCESS FOR INSPECTION OF WORK**

Representatives of the County, Engineer, Caltrans, FHWA, California Regional Water Quality Control Board Central Valley Region, El Dorado Irrigation District, Pacific Gas and Electric, AT&T and COMCAST shall at all times have full access for inspection and testing of the work accomplished under this contract and the Contractor shall provide proper and safe facilities for such access.

### **5-1.34 COORDINATION WITH PROPERTY OWNERS**

The Contractor shall make every effort to communicate with adjacent property owners and tenants to inform them of required access for construction operations, and shall give forty-eight (48) hours notice to the property owners and tenants when work is to be performed on their property.

Access to adjacent businesses shall be maintained so that the businesses shall remain open during all normal business hours.

All residential driveway encroachments shall not be left unpaved or non-hard surfaced for more than two (2) consecutive days at any time. If residential driveway encroachment pavements are removed, they shall be paved back within two (2) consecutive calendar days. Residential driveway encroachments that are unpaved and under construction shall be maintained for safe ingress and egress, graded smooth, and compacted firmly for a uniform driving surface. Contractor shall be responsible to maintain the encroachments during their construction.

The Contractor shall keep work areas on private property neat and orderly and remove all trash and debris completely when work is finished. Upon completion of construction, all areas on private property disturbed during construction operations shall be restored to match their original condition.

The Contractor shall be responsible for protecting or replacing any facilities adjacent to County right-of-way and adjacent properties affected by the work unless otherwise specified in the contract documents or by the Engineer. Where not specified for payment elsewhere, full compensation for conforming to all requirements and conditions listed in this section will be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

### **5-1.35 SAFETY AND HEALTH PROVISIONS**

Attention is directed to the Standard Specifications Section 7-1.06 and these special provisions.

In addition to other specifications, definitions and provisions, the Contractor is also hereby categorized and designated as the following types of employer for this project:

- **Exposing Employer** – the employer whose employees are exposed to a hazard
- **Creating Employer** – the employer who actually is creating a hazard
- **Controlling Employer** – the employer who is responsible and who has the authority for ensuring that a hazardous condition is corrected
- **Correcting Employer** - the employer who has the responsibility for actually correcting a hazard

The Contractor's Safety Officer(s) shall be certified as a competent person for controlling this project's workplace safety. A Contractor's Safety Officer shall be on the site, at a minimum, each and every day that work is in progress or periodically when work is not active and shall have the authority to correct any safety violation. In addition, the

Contractor is required to develop a Safety Program specifically for this project, which will be available on site, at all times, and updated periodically during the project.

### **5-1.36 ARCHAEOLOGICAL DISCOVERIES**

Attention is directed to Section 14-2.02 “Archaeological Resources” of the Amendments to the Standard Specifications.

All articles of archaeological interest that may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the discovery shall be decided under the direction of the Engineer.

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.

### **5-1.37 PROPERTY AND FACILITY PRESERVATION**

Attention is directed to Section 5-1.18 “Property and Facility Preservation” of the Amendments to the Standard Specifications.

The Contractor shall notify the following listed utility companies forty-eight (48) hours in advance of doing any work at the site of the project: **Underground Service Alert Phone: 811**

**El Dorado Irrigation District**  
**Main # 24 hr: (530) 622-4513**  
Attn: Bob Rice  
(530) 642-40179  
Fax (530) 622-8597  
2890 Mosquito Road  
Placerville, CA 95667

**Comcast**  
Kip Miller  
(650) 444-5865  
Fax  
8188 Elder Creek Road  
Sacramento, CA 95824

**Pacific Gas and Electric Company**  
**24 Hr # (800) 743-5000**  
Jennifer Donovan  
(530) 621-7228  
(530) 383-0973  
4636 Missouri Flat Road  
Placerville, CA 95667

**AT&T**  
**24 Hr # (866) 346-1168**  
Astrid Willard  
(916) 484-2388  
Fax (916) 451-8504  
3675 T Street Room 170  
Sacramento, CA 95816-6648

Full compensation for preserving property and facilities shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

### **5-1.38 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to these special provisions and Section 14-8.02 “Noise Control” shall not apply.

#### **Sound Level Criteria**

The maximum allowable noise exposure shall be as specified in the following tables for work within the community types and land use designations as follows:

The work is located in a Rural Region with Medium-Density Residential

<b>MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NONTRANSPORTATION NOISE SOURCES IN RURAL CENTERS—CONSTRUCTION NOISE</b>			
<b>Land Use Designation</b>	<b>Time Period</b>	<b>Noise Level (dB)</b>	
		<b>L<sub>eq</sub></b>	<b>L<sub>max</sub></b>
All Residential (MFR, HDR, MDR)	7 am-7pm	55	75
	7 pm-10 pm	50	65
	10 pm-7 am	40	55
Commercial, Recreation, and Public Facilities (C, TR, PF)	7 am-7pm	65	75
	7 pm-7 am	60	70
Industrial (I)	Any Time	70	80
Open Space (OS)	7 am-7pm	55	75
	7 pm-7 am	50	65

The noise level requirement shall apply to the equipment on the job or related to the job measured at the affected building facade, 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.

In the interest of the public safety and/or public convenience, the allowable noise levels may be waived.

As directed by the Engineer, the Contractor shall implement appropriate additional noise mitigation measures, including but not limited to changing the location of stationary construction equipment, shutting off idling equipment, rescheduling Contractor’s activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources such that noise from construction does not exceed the limits specified above. If the existing background noise levels exceed the values above, then the limit for construction noise may be increased from the background noise level by the same percentage that the background noise level exceeds the values above

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 therefore.

**5-1.39 COPYRIGHTS, TRADEMARKS, AND PATENTS**

This project will be funded, in part, with federal funds. The USDOT reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government proposes:

- a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or subgrant;
- b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support; and
- c) The patent rights to any discovery or invention which arises or is developed in the course of or under such contract.

**5-1.40 UTILITIES REQUIRED BY CONTRACTOR**

All water, electric current, telephone, or other utility service, including portable sanitary facilities, required by the Contractor during construction shall be furnished at Contractor’s own expense.

#### **5-1.41 RESPONSIBILITY TO OTHER ENTITIES**

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public or damage to property, and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.12, "Indemnification and Insurance," of the Amendments to the Standard Specifications and Article 5 of the Agreement, for the protection of the State of California and all officers and employees thereof connected with the work.

#### **5-1.42 AREAS FOR CONTRACTOR 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 County 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 County-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 County property may be arranged with the Engineer, subject to the prior demands of County maintenance forces and to other contract requirements. Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for damage to or loss of materials or equipment located within such areas.

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

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits.

Attention is directed to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications and these special provisions.

Before the Contractor makes use of any property owner's land where the Department has not made previous arrangements with the owner for the use of said land, the Contractor shall supply to the County a fully executed "Agreement" form. The "Agreement" form shall be a Department supplied form, available upon request.

#### **5-1.43 PAYMENTS**

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

**5-1.44 SUPPLEMENTAL PROJECT INFORMATION**

The Department makes the following supplemental project information available:

<b>Supplemental Project Information</b>	
Means	Description
Available as specified in the Notice to Bidders	Project Cross-sections Revised Standard Plans

Supplemental Project Information will be provided to all Contract Document holders as specified in the Notice to Bidders.

**5-1.45 WATER CONSERVATION**

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is directed to Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property, indemnification, and insurance.

Attention is directed to "Watering" of these special provisions regarding the use of nonpotable water.

Nothing in this section "Water Conservation" shall relieve the Contractor from furnishing an adequate supply of water required for the proper construction of this project in conformance with the provisions in the Standard Specifications or these special provisions or relieve the Contractor from the legal responsibilities defined in Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

Concrete slope protection, concreted-rock slope protection, minor structures, and miscellaneous concrete construction shall not be cured by using water. The water cure for bridge decks shall be accomplished with the use of a moisture retaining medium in conformance with the provisions in Section 90-7.01A, "Water Method," of the Standard Specifications.

Attention is directed to "Dust Palliative" of these special provisions regarding the use of a dust palliative for the prevention of dust nuisance.

When ordered by the Engineer, a dust palliative conforming to the provisions in Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. Dust palliative ordered by the Engineer will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Attention is directed to section "Earthwork" of these special provisions regarding the requirements for compacting embankments which require a relative compaction of not less than 90 percent, without adding water.

Attention is directed to Section 17-1.025, "Chemical Additives," of the Standard Specifications. When ordered by the Engineer, a chemical additive shall be added to water used for compaction. The additive shall be approved by the Engineer and shall be used in conformance with instructions issued by the Engineer. Chemical additive ordered by the Engineer will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

**5-1.46 BLANK**

#### **5-1.47 PROJECT APPEARANCE**

The Contractor shall maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **5-1.48 BLANK**

#### **5-1.49 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

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

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

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

#### **5-1.50 BIRD PROTECTION**

The Department anticipates nesting or attempted nesting by migratory and birds of prey from March 1 to August 31.

Stop all work within a 250-foot radius of the discovery.

A County-supplied biologist will perform a pre-construction survey for active nests of birds of prey and migratory birds 14 days prior to the start of any construction activities.

If an active nest is located within 250 feet of the work area, the County-supplied biologist will establish a buffer zone. No construction activity shall occur within the 250 foot buffer zone while the young are in the nest. The buffer zone shall remain until the end of the breeding season. The County-supplied biologist will monitor the nest weekly to evaluate potential disturbance caused by construction activities. The County-supplied biologist may record the locations on a site map and obtain approval from CDFG for a decreased buffer zone as long as the biologist is onsite during construction activities during the nesting season.



## 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, nongame birds, birds of prey, 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.

### 5-1.51 BLANK

### 5-1.52 FIRE PLAN

The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

1. The Contractor shall be responsible for:
  - 1.1. Obtaining the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) Unit Headquarters, United States Forest Service (USFS) Ranger District office, and U.S Department of Interior (USDI) Bureau of Land Management (BLM) Field Office and providing these phone numbers to the Engineer before any work begins.
  - 1.2. Immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project.
  - 1.3. Preventing project personnel from setting open fires not part of the work, unless the Fire Danger Rating is at "Low," or the determination of the Fire Danger Rating is suspended or, if in an area not covered by the Fire Danger Rating, the Engineer determines that the fire hazard is negligible.
  - 1.4. Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.
2. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet USFS Standards as specified in the Forest Service Spark Arrester Guide and shall maintain the spark arresters in good operating condition. Spark arresters are not required by the Cal Fire, BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices.
3. Toilets shall have a metal ashtray, at least 6 inches in diameter by 8 inches deep, half-filled with sand and within easy reach of anyone utilizing the facility.
4. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from the engine.
5. The areas to be cleared and grubbed shall be cleared, and kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste. Before clearing and grubbing, the Contractor shall clear a fire break at the outer limits of the areas

to be cleared and grubbed. Other fire breaks may be ordered by the Engineer and will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

6. The Contractor shall furnish:
  - 6.1. One shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
  - 6.2. One shovel and one back-pack 5-gallon water-filled tank with pump for each welder.
  - 6.3. One shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234.
  - 6.4. Shovels shall be size "O" or larger and shall be not less than 46 inches in length.
7. The Contractor shall furnish a pickup truck and driver that will be available for fire control during working hours and as specified herein.
8. The Contractor shall furnish a pickup truck and driver for the sole purpose of fire control during working hours and as specified herein.
  - 8.1. The truck shall be equipped with 10 shovels, 5 axes, 2 back-pack 5-gallon water-filled tanks with pumps, or other fire tools substituted on a one to one basis at the option of the Contractor and approved by the Engineer.
  - 8.2. The truck shall be equipped with a 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4-inch hose on a reel.
  - 8.3. In addition to being available at the site of the work, the truck and operator shall patrol the area of construction for not less than one-half hour after the shutdown of the work.
  - 8.4. In addition to being available at the site of the work, the truck and operator shall patrol the area of construction from noon until one-half hour after shutdown of the work. If the Fire Danger Rating is "Very High" or "Extreme," truck and operator shall patrol the area of construction while work is being done and for at least one-half hour after shutdown of work.

The Contractor shall obtain daily the Adjective Fire Danger Rating for the project area from the nearest Cal Fire Unit Headquarters, USFS Ranger District office, or BLM Field Office. Cal Fire, USFS, and BLM have established a standard adjective description for 5 levels of fire danger for use in public information releases and fire protection signing:

<b>Adjective Fire Danger Rating</b>	
Rating	Color Code
Low	Green
Moderate	Blue
High	Yellow
Very High	Orange
Extreme	Red

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department of Transportation when the Fire Danger Rating is "Very High" or "Extreme." This information will be furnished to the Engineer who will notify the Contractor for dissemination and action in the area affected. If there is discrepancy between this notice and the Fire Danger Rating obtained from the nearest office of either Cal Fire or USFS, the Contractor shall conduct operations according to the higher of the two Fire Danger Ratings.

If the Fire Danger Rating reaches "Very High," the following conditions will prevail:

1. Falling of dead trees or snags shall be discontinued.
2. No open burning will be permitted; fires shall be extinguished.
3. Welding shall discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
4. Blasting shall be discontinued.
5. Smoking will be permitted only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break, unless prohibited by other authority.
6. Vehicular travel will be restricted to cleared areas except in case of emergency.

If the Fire Danger Rating reaches "Extreme," the following precautions shall be taken in addition to the conditions specified above:

1. Work of a nature which could start a fire shall require that properly equipped fire guards be assigned to such operation for the duration of the work.
2. Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Amendments to the Standard Specifications for inclement weather.

If field and weather conditions become such that the determination of the Fire Danger Rating is suspended, these provisions will not be enforced for the period of the suspension of the determination of the Fire Danger Rating. The Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Danger Rating.

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

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**5-1.55 ENVIRONMENTAL SENSITIVE AREA**

An ESA does not exist on this project. Provide Temporary Fence (Type ESA) as shown on the plans to delineate limits for Road Right-of-Way Easement or Slope, Drainage, and Public Utility Easement and protect existing trees.

Limited access to the protected area is allowed for installing, maintaining, and removing of fence. Notify the Engineer two (2) business days before planned entry date. Any other access to an protected area is prohibited.

All existing trees within project limits to remain in place must be surrounded by a Temporary Fence (Type ESA) and all fencing must remain in place until all construction activities are ceased. Remove fencing after the completion of construction activities.

Payment for installation, maintenance, and removal of Temporary Fence (Type ESA) is included in "Temporary Fence (Type ESA)".

**5-1.56 BLANK**

**5-1.57 NONHIGHWAY FACILITIES (INCLUDING UTILITIES)**

Adjustment of the utilities shown on the plan requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

**5-1.58 BLANK**

**5-1.59 BLANK**

**5-1.60 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

## **GENERAL**

### **Summary**

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

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

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

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

For the California Statewide Crude Oil Price Index, go to Caltrans Division of Construction website.

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

The Department includes payment adjustments for price index fluctuations when making adjustments under Section 9-1.05, " Changed Quantity Payment Adjustments," of the Amendments to the Standard Specifications.

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

If the price index at the time of placement increases:

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

### **Submittals**

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

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

## **ASPHALT QUANTITIES**

### **General**

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

### **Hot Mix Asphalt**

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

$$Q_h = HMATT \times X_a$$

where:

$$\begin{aligned} Q_h &= \text{quantity in tons of asphalt used in HMA} \\ HMATT &= \text{HMA total tons placed} \\ X_a &= \text{theoretical asphalt content from job mix formula expressed as percentage of the total weight of HMA} \end{aligned}$$

### **Hot Mix Asphalt with Modified Asphalt Binder**

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

$$Q_{mh} = MHMATT \times [(100 - X_{am}) / 100] \times X_{mab}$$

where:

$$\begin{aligned} Q_{mh} &= \text{quantity in tons of asphalt in modified asphalt binder used in HMA} \\ MHMATT &= \text{modified asphalt binder HMA total tons placed} \\ X_{am} &= \text{specified percentage of asphalt modifier} \\ X_{mab} &= \text{theoretical modified asphalt binder content from the job mix formula expressed as percentage of the total weight of HMA} \end{aligned}$$

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

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

$$Q_{rap} = HMATT \times X_{aa}$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

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

### **Tack Coat**

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

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

### **Asphaltic Emulsion**

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

$$Q_e = AETT \times (X_e / 100)$$

where:

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

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

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:
  - 1.1. Draw and discard the 1st gallon
  - 1.2. Take two separate 1/2-gallon samples
2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program
4. Submit test results from independent testing laboratory within 10 business days of sample date

### **Slurry Seal**

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

## Modified Asphalt Binder

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

$$Q_{mab} = MABTT \times [(100 - X_{am}) / 100]$$

where:

$$\begin{aligned} Q_{mab} &= \text{quantity in tons of asphalt used in modified asphalt binder} \\ MABTT &= \text{modified asphalt binder total tons placed} \\ X_{am} &= \text{specified percentage of asphalt modifier} \end{aligned}$$

The quantity of extender oil is included in the quantity of asphalt.

## Other Materials

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

## PAYMENT ADJUSTMENTS

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

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

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

$Q_t$  = Sum of quantities of asphalt ( $Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$ ).

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

For US Customary projects, use:

$$\begin{aligned} A &= [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)] \text{ for an increase in the crude oil price index exceeding 5 percent} \\ A &= [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)] \text{ for a decrease in the crude oil price index exceeding 5 percent} \end{aligned}$$

For metric projects, use:

$$\begin{aligned} A &= 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)] \text{ for an increase in the crude oil price index exceeding 5 percent} \\ A &= 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)] \text{ for a decrease in the crude oil price index exceeding 5 percent} \end{aligned}$$

$I_u$  = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

$I_b$  = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

#### **5-1.61 SURFACE MINING AND RECLAMATION ACT**

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

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

[http://www.conservation.ca.gov/omr/ab\\_3098\\_list](http://www.conservation.ca.gov/omr/ab_3098_list)

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

#### **5-1.62 TRAINING**

For the Federal training program, the number of trainees or apprentices is zero.

#### **SECTION 6. BLANK**

#### **SECTION 7. INDEMNIFICATION AND CONTRACTOR'S INSURANCE**

Section 7-1.12 of the Amendments to the Standard Specifications is replaced with:

##### **7-1.12A INDEMNIFICATION**

Comply with Article 5 of the Draft Agreement.

##### **7-1.12B(1) GENERAL INSURANCE REQUIREMENTS**

County will not execute this Contract and the Contractor is not entitled to any rights, unless certificates of insurances, or other sufficient proof satisfactory to County of El Dorado Risk Management Division that the following provisions have been complied with, and these certificate(s) are filed with the County.

Without limiting the Contractor's indemnification required by Article 5 "Indemnity" of the Draft Agreement, the Contractor must procure and maintain and must require any of its subcontractors to procure and maintain for the duration of the Contract, including the one-year guarantee period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. Coverage must be at least as broad as:

1. Workers' Compensation as required by law in the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance of not less than Four Million Dollars (\$4,000,000) aggregate limit and Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$2



Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.

3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the Contract.
4. In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this Contract, XCU coverage is required.

**7-1.12B(2) PROOF OF INSURANCE REQUIREMENTS**

1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insureds, but only insofar as the operations under this Contract are concerned. This provision shall apply to all general liability and excess liability policies. Proof that the County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County additional insured.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this Contract.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain commercial general liability insurance, automobile liability insurance, and workers compensation insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and County of El Dorado as additional insureds.

**7-1.12B(3) INSURANCE NOTIFICATION REQUIREMENTS**

1. Contractor agrees no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the Community Development Agency, Contract Services Unit, 2850 Fairlane Court, Placerville.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division.

**7-1.12B(4) ADDITIONAL STANDARDS**

Certificates shall meet such additional standards as may be determined by the Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

**7-1.12B(5) COMMENCEMENT OF PERFORMANCE**

Contractor shall not commence performance of this Contract unless and until compliance with each and every requirement of the insurance provisions is achieved.

**7-1.12B(6) MATERIAL BREACH**

Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Contract.

**7-1.12B(7) REPORTING PROVISIONS**

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

**7-1.12B(8) PRIMARY COVERAGE**

The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

**7-1.12B(9) PREMIUM PAYMENTS**

The insurance companies shall have no recourse against the County of El Dorado its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

**7-1.12B(10) CONTRACTOR'S OBLIGATIONS**

Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Contract.

**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)**

("length along the direction of travel" x "marker width")

1. Apex, Model 921AR (4" x 4")
2. Ennis-Flint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH (3.1" x 4.5")
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

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

(for recessed applications only)

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

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

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

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

9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

## **PAVEMENT MARKERS, TEMPORARY TYPE**

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

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

### **Temporary Markers For Short Term Day/Night Use (14 days or less)** (For seal coat or chip seal applications, clear protective covers are required)

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

## **STRIPING AND PAVEMENT MARKING MATERIAL**

### **Permanent Traffic Striping and Pavement Marking Tape**

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

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

1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. Tape 4, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", Series 780 and Series 710

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. Ennis-Flint, "Hot Tape"
2. Ennis-Flint, "Premark Plus"
3. Ennis-Flint, "Flametape"

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

1. Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

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

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

**Special Use Type, 66-inch**

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)

8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

**Surface Mount Type, 48-inch**

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

**CHANNELIZERS**

**Surface Mount Type, 36-inch**

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

**Lane Separation System**

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"

3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb
6. Shur-Tite Products, SHUR-Curb , Model No. SF0200

**CONICAL DELINEATORS, 42-inch**

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

1. Bent Manufacturing Company "T-Top", TDSC Series
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
7. Custom-Pak 4600 (Part No. 93005-0001)
8. Plasticade, Navicade, 650 RI

**OBJECT MARKERS**

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

1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA
5. Impact Recover Systems, Model 282-K

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

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
6. Three D Traffic Works ID No. 531702W and TD 5200

7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"
9. Flexible Marker Support, IMC 9484-24
10. Impact Recover Systems, Model 282-Q

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

**Impactable Type**

1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

**Non-Impactable Type**

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

**METAL BEAM GUARD RAIL POST MARKERS**

(For use to the left of traffic)

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

**CONCRETE BARRIER DELINEATORS, 16-inch**

(For use to the right of traffic)

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



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

1. Stinson Equipment Company "SaddleMarker"

**GUARD RAILING DELINEATOR**

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

**Wood Post Type, 27-inch**

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount
9. Glasforms, Hiway-Flex, GR-27-00
10. Impact Recover Systems, 200-GRP

**Barrier, Guardrail Visibility Enhancement**

1. UltraGuard Safety System, Potters Industries, Inc.
2. Worldwide Safety and Irwin Hodson, Monarch Butterfly Reflective Device (MBGR only)

**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 and WR-6100
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", C85
3. 3M Series 3840, Series 3340
4. Avery Dennison S-9000C

**Drums**

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

**BARRICADE SHEETING**

**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

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

1. Avery Dennison, W-2100 Series

**Type IV, High Intensity (Typically Unmetalized Microprismatic Retroreflective Element)**

1. 3M Series 3334/3336

**Vertical Clearance Signs: Structure Mounted**

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

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

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

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

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

3. 3M 3870 and 3930 Series
4. Changzhou Hua R Sheng, Series TM 1200
5. Oracal, Oralite Series 5800

**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 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

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

1. 3M Diamond Grade, DG3, Series 4000
2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange
5. Avery Dennison, OmniCube, T-11500 Series
6. Avery Dennison, OmniCube, T-11511, Fluorescent Yellow
7. Avery Dennison, OmniCube, T-11513, Fluorescent Yellow Green
8. Avery Dennison, OmniCube, W-11514 Fluorescent Orange

**SECTION 8-2. 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.

**STRENGTH DEVELOPMENT TIME**

The time allowed to obtain the minimum required compressive strength as specified in Section 90-1.01, "Description," of the Standard Specifications will be 56 days when the Contractor chooses cementitious material that satisfies the following equation:

$$\frac{(41 \times UF) + (19 \times F) + (11 \times SL)}{TC} \geq 7.0$$

Where:

- F = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N, including the amount in blended cement, pounds per cubic yard. F is equivalent to the sum of FA and FB as defined in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications
- SL = GGBFS, including the amount in blended cement, pounds per cubic yard
- UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard
- TC = Total amount of cementitious material used, pounds per cubic yard

For concrete satisfying the equation above, the Contractor shall test for the modulus of rupture or compressive strength specified for the concrete involved, at least once every 500 cubic yards, at 28, 42, and 56 days. The Contractor shall submit test results to the Engineer and the Transportation Laboratory, Attention: Office of Concrete Materials.

**SUPPLEMENTARY CEMENTITIOUS MATERIALS**

The Contractor may use rice hull ash as a supplementary cementitious material (SCM) to make minor concrete. Rice hull ash shall conform to the requirements in AASHTO Designation: M 321 and the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon Dioxide (SiO <sub>2</sub> ) <sup>a</sup>	90 min.
Loss on ignition	5.0 max.
Total Alkalies (as Na <sub>2</sub> O) equivalent	3.0 max.

Physical Requirements	Percent
Particle size distribution	
Less than 45 microns	95
Less than 10 microns	50
Strength Activity Index with portland cement <sup>b</sup>	
7 days	95 (minimum % of control)
28 days	110 (minimum % of control)
Expansion at 16 days when testing job materials in conformance with ASTM C 1567 <sup>c</sup>	0.10 max.
Surface Area when testing by nitrogen adsorption in conformance with ASTM D 5604	40.0 m <sup>2</sup> /g min.

Notes:

<sup>a</sup> A maximum of 1.0% of the SiO<sub>2</sub> may exist in crystalline form.

<sup>b</sup> When tested in conformance with the requirements for strength activity testing of silica fume in AASHTO Designation: M 307

<sup>c</sup> In the test mix, Type II or Type V portland cement shall be replaced with at least 12% RHA by weight.

For the purposes of calculating cementitious material requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications and these special provisions, rice hull ash is considered to be represented by the variable *UF*.

**SECTION 8-3. WELDING**

**GENERAL**

Unless otherwise specified, Section 8-3, "Welding," shall apply to any welding that is specified to conform to an AWS welding code.

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.

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	2008
D1.3	2008
D1.4	2005
D1.5	2008
D1.6	2007
D1.8	2009

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.

Unless otherwise specified, Clause 6.1.3 of AWS D1.1, paragraph 1 of Section 7.1.2 of AWS D1.4, and Clause 6.1.1.2 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.
- When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

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.

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.

When joint weld details that are not prequalified to the details of Clause 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 15 days to complete the review of the proposed joint detail locations.

In addition to the requirements of AWS D1.1, welding procedure qualifications for work welded in conformance with this code shall conform to the following:

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.

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.

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.

The Contractor shall notify the Engineer 7 days prior to performing any procedure 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 notify the Engineer using the "Standard TL-38 Inspection Form" located at:

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

Clause 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Clause 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.

Clause 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 7.6.5 of AWS D1.4 and Clause 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.

## **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 to work welded in conformance with the provisions in the following:

- A. Section 49, "Piling," Section 52, "Reinforcement," Section 55

Unless otherwise specified, Clauses 6.1.4.1 and 6.1.4.3 of AWS D1.1, paragraph 2 of Section 7.1.2 of AWS D1.4, and Clauses 6.1.3.2 through 6.1.3.3 of AWS D1.5 are replaced with the following:

- The QC Inspector 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.

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.

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.

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. Structural steel for building work is welded in conformance with AWS D1.1 and is performed at a permanent fabrication or manufacturing facility that is certified under the AISC Quality Certification Program, Category STD, Standard for Steel Building Structures.

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.



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 15 days to review the qualifications and copy of the current certification of the independent third party.

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.

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/OSM/smbresources.htm>

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 15 days 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.

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 7 days to complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved.

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.

All welding will require inspection by the Engineer. The Contractor shall request inspection at least 3 business days prior to the beginning of welding for locations within California and 5 business days for locations outside of California. The Contractor shall request inspection at:

<http://www.dot.ca.gov/hq/esc/Translab/OSM/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.

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 15 days 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. Except for field welded steel pipe piling, the Engineer shall be allowed 15 days 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.

For field welded steel pipe piling, including bar reinforcement in the piling, the Contractor shall allow the Engineer 2 business days to review the Welding Report and respond in writing after the required items have been received. No field welded steel pipe piling shall be installed, and no reinforcement in the piling shall be encased in concrete until the Engineer has approved the above requirements in writing.

In addition to the requirements in AWS D1.1 and AWS D1.5, third-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 third-time excavations 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 7 days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer.

Clause 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 Clauses 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.

In addition to the requirements of AWS D1.5, Clause 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 2 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, Clause 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, Clause 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 Clause 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 Clause 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 Clause 5.12 or 5.13.
- E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Clause 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 Clause 6.26.2, excluding Clause 6.26.2.2. Test plates that do not comply with both tests shall not be used.

#### **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. (BLANK)**

**SECTION 10. CONSTRUCTION DETAILS**

**SECTION 10-1. GENERAL**

**10-1.01 ORDER OF WORK**

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

During construction the Contractor shall maintain adequate drainage such that pre-construction drainage patterns are not compromised, as determined by the Engineer. Full compensation for doing all work involved in maintaining adequate drainage shall be considered as included in the various items of contract work and no separate payment will be allowed therefor. Attention is directed to Water Pollution Control of these special provisions.

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

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

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

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

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

Attention is directed to relocate sign and posts belonging to the Church. The sign panel shall be removed, stored in a safe location, and will be reinstalled, as directed by the Engineer in the final location. The contract price paid for relocated sign includes all the work for installing, material and incidentals.

Construction of the new structural section adjacent to the existing traveled way shall be performed in successive and, once all operations are under way, concurrent operations of excavating, preparing subgrade, placing base materials and paving. Excavation within 8 feet of the existing traveled way shall not precede the paving operation by more than 5 working days unless:

- A. approved in writing by the Engineer and;
- B. material is placed and compacted against the vertical cuts within 8 feet of the existing traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Full compensation for placing the material on a 1:4 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

At the end of each working day if a difference in excess of 0.15 foot exists between the elevation of the existing pavement and the elevation of excavations within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

For the installation of the storm drain system, at the end of each working day, the trench backfill elevation shall not be lower than the original grade.

Prior to the beginning of any construction work the traffic control signs shall be in place.

Prior to beginning work, temporary fence (Type ESA) shall be installed. The existing trees that are to remain shall be protected in place by means of installing Type ESA fence as shown on the plans. Attention is directed to "Temporary Fence (Type ESA)" of these special provisions.

Attention is directed to the "Nonhighway Facilities (Including Utilities)" and "Utilities Required By Contractor" sections of these special provisions for Contractor coordination requirements with existing Utility Companies.

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

A first order of work shall be to remove the trees shown for removal in the plans. Attention is directed to "Bird Protection" of these special provisions regarding the timing of construction activities and migratory birds and birds of prey. Attention is also directed to "Water Pollution Control" of these special provisions. All tree removal work shall be clearly addressed and included in the Contractor's Storm Water Pollution Prevention Plan submittal. The Contractor shall be responsible for ensuring the maintenance and stabilization of the project site in regards to storm water pollution prevention, during and after tree removal activities.

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

Attention is directed to "Earthwork" section of these special provisions.

## **10-1.02 DUST CONTROL**

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications, Rules 223, 223-1 and 223-2 (Dust Rules) of the Rules and Regulations of the El Dorado County Air Quality Management District (AQMD) and these special provisions.

Nothing in these special provisions shall be construed as relieving the Contractor of the responsibilities as set forth in Section 7, "Legal Relations and Responsibility" of the Standard Specifications.

The Dust Rules can be obtained from the AQMD, 2850 Fairlane Court, Placerville, CA, 95667, (530) 621-6662, and are available at AQMD's website.

The materials within the project limits are neither known nor suspected to contain naturally occurring asbestos and the project is not located within designated Naturally Occurring Asbestos Review Areas on the current El Dorado County Naturally Occurring Asbestos Review Area Map.

### **FUGITIVE DUST CONTROL PLAN PREPARATION, APPROVAL AND AMENDMENTS**

The Contractor shall submit a site specific Fugitive Dust Control Plan / Fugitive Dust Plan (FDP) for all proposed work, meeting the requirements of Dust Rules and approved by AQMD, to the AQMD prior to start of any work. The Contractor shall provide the Engineer with four (4) copies of the AQMD approved FDP prior to starting any work that may generate dust.

The Contractor shall prepare an amendment to the FDP when there is a change in construction activities or operations not included in the FDP, when the Contractor's activities or operations violate a condition of AQMD, or when directed by the Engineer. Amendments shall identify additional dust control practices or revised operations, including those areas or operations not identified in the initially approved FDP. Amendments to the FDP shall be prepared and submitted for review and approval within a time approved by the Engineer. At a minimum, the FDP shall be amended annually.

The Contractor shall keep one (1) copy of the approved FDP and approved amendments at the project site. The FDP shall be made available upon request by a representative of the AQMD, California Air Resource Board, United States Environmental Protection Agency, or Caltrans. Requests by the public shall be directed to the Engineer.

The Contractor shall provide all notices to the AQMD and create and maintain all records as required by Dust Rules. Copies of all related records shall be submitted to the Engineer within thirty (30) calendar days of completion of the work.

### **DUST CONTROL**

The Contractor shall implement the measures contained in the FDP to control dust in accordance with Dust Rules, the Standard Specifications and these special provisions, and as directed by the Engineer.

The Contractor is advised that significant dust control measures will be required during construction operations. In order to mitigate dust, past projects have required extensive pre-wetting to depths of cuts, the use of a dedicated water truck for each piece of earthmoving equipment (e.g., scrapers, dozers, excavators, loaders, haul trucks, backhoes, compactors, graders, etc.), and the use of rock track out pads and wheel wash stations at all points of egress from unpaved construction areas. These examples are not necessarily the exact mitigation measures needed on this project; rather, they have been listed to provide an idea of the extensive nature of dust control activities that may be necessary. The dust control measures that will be required to mitigate dust may impact the Contractor's productivity during construction activities. All impacts to productivity are considered included in the Contractor's bid price for the associated items of work and no additional compensation will be allowed therefore.

The Contractor shall know and fully comply with applicable provisions of the Permits and all modifications thereto, Dust Rules, and Federal, State, and local regulations and requirements that govern the Contractor's operations.

Attention is directed to Sections 7-1.01, "Laws to be Observed", of the Standard Specifications and 7, "Indemnification and Insurance," of these Special Provisions.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Dust Control" including, but not limited to, compliance with the applicable provisions of the Permits, Dust Rules, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section, "Dust Control," shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permits, Dust Rules, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

## **PENALTY WITHHOLDS**

Notwithstanding any other remedies authorized by law, the Department may withhold money due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permits, Dust Rules, or Federal or State law, regulations or requirements. Funds may be withheld by the Department until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Withholding of funds for failure to conform to the provisions in this section, "Dust Control," shall be in addition to retention amounts and other withholds required by the contract. The amounts withheld for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved FDP has been implemented and maintained, and when dust has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, Dust Rules, or other Federal, State or local requirements, the Department may withhold money due the Contractor, subject to the following:

- A. The Department will give the Contractor thirty (30) days notice of the Department's intention to withhold funds from partial payments which may become due to the Contractor prior to acceptance of the Contract. Withholding of funds from payments made after acceptance of the Contract may be made without prior notice to the Contractor.
- B. No withholding of additional amounts out of partial payments will be made if the amount to be withheld does not exceed the amount being withheld from partial payments pursuant to "Retention of Funds and Release of Retained Funds of these special provisions.
- C. If the Department has withheld funds, and it is subsequently determined that the County 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 shall be liable for interest on the amount withheld for the period of the withhold. The interest rate payable shall be six percent (6%) per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Dust Control," the Department may withhold an amount equal to twenty five percent (25%) of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to dust 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.

## **PAYMENT**

The contract lump sum price paid for prepare fugitive dust plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval, revising, and amending the FDP, paying AQMD FDP review fees, and for maintaining and submitting all dust control records, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

In the event naturally occurring asbestos is found within the project limits, the Contractor shall prepare an Asbestos Dust Mitigation Plan in accordance with the requirements of Rule 223-2 and implement dust control in accordance with the requirements of Rule 223-2. Preparing an Asbestos Dust Mitigation Plan will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The cost of performing dust control shall be considered as included in the lump sum price paid for Construction Site Management and no separate payment will be made therefor.

### **10-1.03 WATER POLLUTION CONTROL**

#### **GENERAL**

##### **Definitions and Abbreviations**

**Accepted WPCP** –WPCP submitted by Contractor and accepted by the Engineer

**active and inactive areas:** (1) Active areas are areas where soil-disturbing work activities have occurred at least once within 15 days, and (2) Inactive areas are areas where soil-disturbing work activities have not occurred within 15 days.

**BMPs:** Best Management Practices are water pollution control practices.

**construction phase:** Includes (1) highway construction phase for building roads and structures, (2) plant establishment and maintenance phase for placing vegetation for final stabilization, and (3) suspension phase for suspension of work activities or winter shutdown. The construction phase continues from the start of work activities to contract acceptance.

**Preparation Manual:** Caltrans "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

**NPDES:** National Pollutant Discharge Elimination System.

**NOI:** Notice of Intent.

**QSD:** Qualified SWPPP Developer.

**QSP:** Qualified SWPPP Practitioner.

**RWQCB:** Regional Water Quality Control Board.

**SWPPP:** Storm Water Pollution Prevention Plan.

**SWRCB:** State Water Resources Control Board.

**WPC:** Water Pollution Control.



**WPC Manager:** Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the WPCP and oversees revisions and amendments to the WPCP.

**WPCP: Water Pollution Control Program**

**Summary**

Work activities must not disturb 1 or more acres of soil. Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems. The work item shown in the Proposal Pay Items and Bid Price Schedule for Prepare Water Pollution Control Program includes obtaining WPCP acceptance, amending the WPCP, conducting WPC training, providing a WPC Manager, and installing, monitoring, inspecting, reporting on, maintaining, and removing and disposing of WPC practices at the job site.

Do not start work until:

1. WPCP is accepted
2. WPCP review requirements have been fulfilled

**Submittals**

WPCP acceptance

1. Within 5 days after the date of the Notice of Award letter submit 3 copies of the WPCP and allow 5 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the WPCP within 5 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete WPCP is resubmitted.
3. When the Engineer accepts the WPCP, submit an electronic copy and 4 printed copies of the accepted WPCP.

The Engineer will not postpone issuance of the Notice to Proceed if the Contractor's WPCP submittal fails to meet the contract requirements requiring multiple submittals and reviews of its WPCP.

Training Records

1. Submit WPC training records for employees and subcontractors who will be working at the job site. Include the training dates, training subjects, ongoing training, and tailgate meetings with your submittal.
2. Submit records:
  - 2.1. Within 5 days of WPCP acceptance for existing employees
  - 2.2. Within 5 days of training for new employees
  - 2.3. At least 5 days before subcontractors start work for subcontractor's employees

Submit as required:

1. BMP Status Report
2. Inspection Reports

At least 5 days before operating any Contractor-support facility, submit:

1. A plan showing the location and quantity of WPC practices associated with the Contractor-support facility
2. A copy of the NOI approved by the RWQCB and the WPCP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

## **Quality Control and Assurance**

### **Training**

Provide WPC training for:

1. Project managers involved with WPC work
2. Supervisory personnel involved with WPC work
3. Employees involved with WPC work
4. Subcontractors involved with WPC work

Provide WPC training in the following subjects:

1. WPC rules and regulations
2. Implementation and maintenance for:
  - 2.1. Temporary Soil Stabilization
  - 2.2. Temporary Sediment Control
  - 2.3. Tracking Control
  - 2.4. Wind Erosion Control
  - 2.5. Material pollution prevention and control
  - 2.6. Waste management
  - 2.7. Non-storm water management
  - 2.8. Identifying and handling hazardous substances
  - 2.9. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial WPC training before starting work at the job site.

Conduct weekly training meetings covering:

1. WPC BMP deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control

4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

You may obtain copies of the Preparation Manual from the Caltrans Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California  
Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, California 95815  
Telephone: (916) 263-0822  
Fax: (916) 263-0470

You may also access the Preparation Manual at the Department's Web site for the Division of Construction, Storm Water and Water Pollution Control Information.

If you operate Contractor-support facilities, protect storm water systems and receiving waters from the discharge of potential pollutants by using WPC practices.

Contractor- support facilities include:

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

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

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

Discharges from manufacturing facilities such as batch plants and crushing plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Stormwater Associated with Industrial Activities Excluding Construction Activities," and referred to herein as "General Industrial Permit." For the General Industrial Permit, go to the SWRCB website.

If you obtain or dispose of material at a non-commercially operated borrow or disposal site, prevent water pollution due to erosion at the site during and after completion of your activities. Upon completion of your work, leave the site in a condition such that water will not collect or stand therein.

## **Water Pollution Control Manager**

Assign one WPC Manager to implement the WPCP. You may assign a different QSP to prepare the WPCP.

The WPC Manager must comply with the Permit (Order No. 2009-0009-DWQ, NPDES No. CAS000002) for a QSP by having at least one of the following qualifications:

1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)<sup>TM</sup> registered through Enviro Cert International, Inc.
2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.
3. Qualifications described in the Permit for a QSP
4. Caltrans approved storm water management training described in the Caltrans' "Division of Construction Storm Water and Water Pollution Control" Web site

At the job site, the WPC Manager must:

1. Be responsible for WPC work
2. Be the primary contact for WPC work
3. Oversee the maintenance of WPC practices
4. Oversee and enforce hazardous waste management practices
5. Have the authority to mobilize crews to make immediate repairs to WPC practices
6. Ensure that all employees have current water pollution control training
7. Implement the accepted WPCP and amend the WPCP when required
8. Be at the job site within 2 hours of being contacted
9. Have the authority to stop construction activities damaging water pollution control practices or causing water pollution

WPC Manager must oversee:

1. Inspections of WPC practices identified in the WPCP
2. Inspections and reports for visual monitoring
3. BMP status reports

## **WATER POLLUTION CONTROL PROGRAM**

WPCP work includes preparing a WPCP, obtaining WPCP acceptance, amending the WPCP, providing a WPC Manager, conducting WPC training, installing, monitoring, inspecting, reporting on, maintaining, and removing and disposing of WPC practices at the job site. The WPCP must comply with the Preparation Manual. The WPCP is required by the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications.

You may request, or the Engineer may order, changes to the WPC work. Changes may include the addition of new WPC practices, if required by the Engineer. Additional WPC work will be paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

The WPCP must:

1. Show the location of disturbed soil areas, water bodies, and water conveyances
2. Describe the work involved in the installation, maintenance, repair, and removal of temporary water pollution control practices
3. Show the locations and types of water pollution control practices that will be used for:
  - 3.1. Storm water and non-storm water in areas outside the job site but related to work activities, including:
    - 3.1.1. Staging areas
    - 3.1.2. Storage yards
    - 3.1.3. Access roads
  - 3.2. Activities or mobile activities related to all NPDES permits
  - 3.3. Contractor-support facilities
4. Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase
5. Show the locations and types of water pollution control practices that will be installed permanently under the contract
6. Include a schedule showing when:
  - 6.1. Work activities will be performed that could cause the discharge of pollutants into storm water
  - 6.2. Water pollution control practices associated with each construction phase will be implemented
  - 6.3. Soil stabilization and sediment control practices for disturbed soil areas will be implemented
7. Include a copy of permits obtained by the Department.

### **WPCP Amendments**

You must amend the WPCP when:

1. Changes in work activities could affect the discharge of pollutants
2. WPC practices are added by change order work
3. WPC practices are added at your discretion
4. Changes in the quantity of disturbed soil are substantial
5. Objectives for reducing or eliminating pollutants in storm water discharges have not been achieved

6. Project receives a written notice or order from the RWQCB or any other regulatory agency

If you amend the WPCP, follow the same process specified for WPCP acceptance.

Retain a printed copy of the accepted WPCP at the job site.

## **IMPLEMENTATION REQUIREMENTS**

### **WPCP Implementation**

Monitor the National Weather Service's Forecast on a daily basis. For the National Weather Service's forecasts, go to the National Weather Service's Web site.

Whenever you or the Engineer identifies a deficiency in the implementation of the accepted WPCP:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
2. Correct the deficiency before precipitation occurs

If you fail 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 the deficiency from payment.

If the Engineer determines that resources sufficient to bring the Contractor into compliance with this section "Water Pollution Control" have not been allocated, the Engineer may redirect any and all of Contractor's resources available at the project site toward this effort. In the event that the Engineer redirects resources due to Contractor's non-compliance with the provisions of this section, "Water Pollution Control", the County will not be responsible for any delays to the Contractor's schedule resulting from the reallocation, and no compensation shall be made therefor.

Continue WPCP implementation during any temporary suspension of work activities.

Install WPC practices before performing work activities. Install WPC practices when an area is inactive or before predicted precipitation, whichever occurs first. Repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is authorized by the Engineer.

You are responsible for delays and you must pay all costs associated with submitting a SWPPP due to your actions that result in one of the following:

1. 1 or more acres of soil disturbance on projects without an Erosivity Waiver
2. More than 5 acres of soil disturbance on projects with an Erosivity Waiver
3. Failure to comply with the schedule for soil disturbing activities for projects with an Erosivity Waiver if the delays void the Erosivity Waiver

### **Inspection**

The WPC Manager must monitor and oversee inspection of WPC practices at the job site.

The WPC Manager must oversee inspections for WPC practices identified in the WPCP:

1. Before a forecasted storm
2. After precipitation that causes site runoff

3. At 24-hour intervals during extended precipitation
4. On a predetermined schedule, a minimum of once a week

The WPC Manager must oversee daily inspections of:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. WPC practices specified under "Construction Site Management" of these special provisions including:
  - 4.1 Vehicle and equipment cleaning facilities:
    - 4.1.1. Daily if vehicle and equipment cleaning occurs daily
    - 4.1.2. Weekly if vehicle and equipment cleaning does not occur daily
  - 4.2. Vehicle and equipment maintenance and fueling areas:
    - 4.2.1. Daily if vehicle and equipment maintenance and fueling occur daily
    - 4.2.2. Weekly if vehicle and equipment maintenance and fueling do not occur daily
  - 4.3. Vehicles and equipment at the job site for leaks and spills on a daily schedule. Verify that operators are inspecting vehicles and equipment each day of use.
  - 4.4. Demolition sites within 50 feet of storm drain systems and receiving waters daily.
  - 4.5. Pile driving areas for leaks and spills:
    - 4.5.1. Daily if pile driving occurs daily
    - 4.5.2. Weekly if pile driving does not occur daily
  - 4.6. Temporary concrete washouts:
    - 4.6.1. Daily if concrete work occurs daily
    - 4.6.2. Weekly if concrete work does not occur daily
  - 4.7. Paved roads at job site access points for street sweeping:
    - 4.7.1. Daily if earthwork and other sediment or debris-generating activities occur daily
    - 4.7.2. Weekly if earthwork and other sediment or debris-generating activities do not occur daily
    - 4.7.3. Within 24 hours of precipitation forecasted by the National Weather Service

- 4.8. Dewatering work:
  - 4.8.1. Daily if dewatering work occurs daily
  - 4.8.2. Weekly if dewatering work does not occur daily
- 4.9. Temporary active treatment system:
  - 4.9.1. Daily if temporary active treatment system activities occur daily
  - 4.9.2. Weekly if temporary active treatment system activities do not occur daily
- 4.10. Work over water:
  - 4.10.1. Daily if work over water occurs daily
  - 4.10.2. Weekly if work over water does not occur daily
- 4.11. Sanitary and septic waste storage at least weekly
- 4.12. All hazardous waste and material storage areas daily, including all temporary containment facilities and satellite collection locations
- 4.13. Hazardous waste disposal and transporting activities daily
- 4.14. Hazardous material delivery and storage activities daily
- 4.15. Illegal connection and illegal dumping and discharge detection:
  - 4.15.1. The job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping.
  - 4.15.2. After starting work the job site and perimeter daily
- 4.16. Concrete finishing containment structures for damage before each day of use and before forecasted precipitation.

The WPC Manager must use the Storm Water Site Inspection Report provided in the Caltrans Preparation Manual.

The WPC Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed WPC practices
2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the WPC Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report



## Reporting Requirements

If the following occur, notify the Engineer within 6 hours:

1. You identify discharges into receiving waters or drainage systems causing or potentially causing pollution
2. The project receives a written notice or order from a regulatory agency

Within 48 hours after the conclusion of a storm event resulting in a discharge, a non-storm water discharge, or receiving a written notice or order from the RWQCB , another regulatory agency, or the Engineer, submit:

1. Date, time, location, and nature of the activity, type of discharge and quantity, and the cause of the notice or order
2. WPC practices used before the discharge, or before receiving the notice or order
3. Description of WPC practices and corrective actions taken to manage the discharge or cause of the notice

## PAYMENT

The contract lump sum price paid for prepare water pollution control program includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining acceptance of, and amending the WPCP, providing a WPC Manager, conducting WPC training, installing, monitoring, inspecting, reporting on, maintaining, and removing and disposing of water pollution control practices at the job site as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for WPCP are made as follows:

1. After the Engineer accepts the WPCP, the Department includes up to 75 percent of the bid item price in the monthly progress estimate.
2. The Department pays for the remaining percentage of the bid item price in the Proposed Final Estimate.

The Department does not pay for WPC practices that the Engineer determines are installed for the purposes of conveying runoff as part of maintaining adequate drainage as specified in Section 10-1.02 "Order of Work" in these special provisions.

The Department does not pay for implementation of WPC practices in areas outside the highway right-of-way not specifically provided for in the drawings or in the special provisions.

The Department does not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or your negligence.

The Department does not pay for WPC practices installed at your Contractor-support facilities and non-commercially operated borrow or disposal sites.

WPC practices for which there are separate bid items of work are measured and paid for as lump sum price paid for Construction Site Management and no separate payment will be made therefor

## 10-1.04 CONSTRUCTION SITE MANAGEMENT

### GENERAL

#### Summary

#### Definitions and Abbreviations

**Active and inactive areas:** (1) Active areas are areas where soil-disturbing work activities have occurred at least once within 15 days, and (2) Inactive areas are areas where soil-disturbing activities have not occurred within 15 days.

**BMP Manual:** Caltrans Construction Site Best Management Practices (BMP) Manual.

**CDPH:** California Department of Public Health

**Dewatering Guide:** Caltrans' Field Guide to Construction Site Dewatering.

**DTSC** – Department of Toxic Substance Control

**ELAP:** Environmental Laboratory Accreditation Program

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

**MSDS:** Material Safety Data Sheet

**Preparation Manual:** Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.

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

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

**WPC:** Water Pollution Control

**WPC Manager:** Water Pollution Control Manager as defined under "Water Pollution Control" of these special provisions.

This work includes preventing and controlling spills, dewatering, and managing materials, waste, and non-stormwater.

Implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they come in contact with storm drain systems and receiving waters.

For information on documents specified in these special provisions, refer to the Caltrans Preparation Manual, Dewatering Guide, and Construction Site Best Management Practices (BMP) Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Caltrans Division of Construction Storm Water and Water Pollution Control web site.

## **Submittals**

Submit the following:

1. MSDS at least 5 days before material is used or stored
2. Monthly inventory records for material used or stored
3. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

## **Quality Control and Assurance**

Not Used

## **MATERIALS**

Not Used

## **CONSTRUCTION**

### **Spill Prevention and Control**

Implement spill and leak prevention procedures for chemicals and hazardous substances stored at the job site. If you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

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

### **Minor Spills**

Clean up minor spills using the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material by absorption
3. Clean the contaminated area
4. Dispose of the contaminated material and absorbents promptly and properly in accordance with "Waste Management" of these special provisions

### **Semi-significant Spills**

Clean up semi-significant spills immediately by the following procedures:

1. Contain the spread of the spill
2. Encircle and recover the spilled material using absorbent materials whenever a spill occurs on a paved surface or an impermeable surface
3. Contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal whenever a spill occurs on soil

4. If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff
5. Dispose of the contaminated material and absorbents promptly and properly in accordance with “Waste Management” of these special provisions

### **Significant or Hazardous Spills**

Immediately notify qualified personnel of significant or hazardous spills. Do not let job site personnel attempt to clean up the spill until qualified staff has arrived. Do the following:

1. Notify the Engineer and follow up with a written report
2. Obtain the services of a spills contractor or hazardous material team immediately
3. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept at the job site
4. Notify the California Emergency Management Agency State Warning Center at (916) 845-8911
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 117, and 302
6. Notify other agencies as appropriate, including:
  - 6.1. Fire Department
  - 6.2. Public Works Department
  - 6.3. Coast Guard
  - 6.4. Highway Patrol
  - 6.5. City Police or County Sheriff Department
  - 6.6. Department of Toxic Substances
  - 6.7. California Division of Oil and Gas
  - 6.8. Cal OSHA
  - 6.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC Manager. The WPC Manager must notify the Engineer immediately. The WPC Manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Do not bury spills or wash spills with water.

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

## **Material Management**

### **General**

Minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

1. Hazardous chemicals including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials including fuel, oil, and grease
7. Asphalt components and concrete components
8. Pesticides and herbicides

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

If practicable, use less hazardous materials.

### **Material Storage**

Use the following material storage procedures:

1. Store liquids, petroleum materials, and substances listed in CFR Title 40, Parts 110, 117, and 302 and place them in secondary containment facilities as specified by US DOT for storage of hazardous materials.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" of these special provisions unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original material labels maintained in legible condition. Replace damaged or illegible labels immediately.

7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

### **Stockpile Management**

Use the following stockpile management procedures:

1. Reduce or eliminate potential water pollution from stockpiled material including soil, paving material, and pressure treated wood. Minimize stockpiling of material at the job site.
2. Locate stockpiles:
  - 2.1. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, and inlets unless approved
  - 2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, and inlets unless approved

Install WPC practices at stockpile area within 72 hours of stockpiling material or before predicted precipitation, whichever occurs first.

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures or a temporary cover
2. Surrounded with a linear sediment barrier

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

1. Covered with a temporary cover
2. Surrounded with a linear sediment barrier

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

1. Placed on impervious surface
2. Covered with impermeable material

3. Protected from storm water run-on and runoff

Control wind erosion year round under Section 10, "Dust Control" of the Standard Specifications.

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

## **Waste Management**

### **Solid Waste**

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

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

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

Solid waste includes:

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

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

## **Hazardous Waste and Contamination**

If hazardous waste is, or will be, generated on the job site, the WPC manager must be thoroughly familiar with proper hazardous waste handling and emergency procedures under 40 CFR § 262.34(d)(5)(iii) and must have successfully completed training under 22 CA Code of Regs § 66265.16.

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

Submit a copy of uniform hazardous waste manifest forms to the Engineer within 24 hours of transporting hazardous waste.

Submit receiving landfill documentation of proper disposal to the Engineer within 5 business days of hazardous waste transport from the project.

## **Unanticipated Discovery of Asbestos and Hazardous Substances**

Upon discovery of asbestos or a hazardous substance, comply with Section 5-1.XX "Removal of Asbestos and Hazardous Substances," of these special provisions.

## **Hazardous Waste Management Practices**

Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34.

Use the following storage procedures:

1. Store hazardous waste and potentially hazardous waste separately from nonhazardous waste at the job site.
2. For hazardous waste storage, use metal containers approved by the United States Department of Transportation for the transportation and temporary storage of hazardous waste.
3. Store hazardous waste in sealed, covered containers labeled with the contents and accumulation start date under 22 CA Code of Regs, Div 4.5. Labels must comply with the provisions of 22 CA Code of Regs, Div 4.5. § 66262.31 and § 66262.32. Immediately replace damaged or illegible labels.
4. Handle hazardous waste containers such that no spillage occurs.
5. Store hazardous waste away from storm drains, receiving waters, moving vehicles, and equipment.
6. Furnish containers with adequate storage volume at convenient satellite locations for hazardous waste collection. Immediately move these containers to secure temporary containment facilities when no longer needed at the collection location or when full.
7. Store hazardous waste and potentially hazardous waste in secure temporary containment enclosures having secondary containment facilities impervious to the materials stored there for a minimum contact-time of 72 hours. Temporary containment enclosures must be located away from public access. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits.
8. Design and construct secondary containment facilities with a capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or the entire volume of the largest container within the facility, whichever is greater.



9. Cover secondary containment facilities during non-working days and if a storm event is predicted. Secondary containment facilities must be adequately ventilated.
10. Keep secondary containment facility free of accumulated rainwater or spills. After a storm event, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste unless testing determines them to be nonhazardous.
11. Do not store incompatible wastes, such as chlorine and ammonia, in the same secondary containment facility.
12. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized, and equipped with cleanup supplies appropriate for the wastes being stored.
13. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after a storm event, and at least weekly during other times.

Do not:

1. Overfill hazardous waste containers
2. Spill hazardous waste or potentially hazardous waste
3. Mix hazardous wastes
4. Allow hazardous waste or potentially hazardous waste to accumulate on the ground

Dispose of hazardous waste within 90 days of the start of generation. Use a hazardous waste manifest and a transporter registered with the DTSC and in compliance with the CA Highway Patrol Biennial Inspection of Terminals Program to transport hazardous waste to an appropriately permitted hazardous waste management facility.

#### **Dust Control for Hazardous Waste or Contamination**

Excavation, transportation, and handling of material containing hazardous waste or contamination must result in no visible dust migration. Have a water truck or tank on the job site at all times while clearing and grubbing and performing earthwork operations in work areas containing hazardous waste or contamination.

#### **Stockpiling of Hazardous Waste or Contamination**

Do not stockpile material containing hazardous waste or contamination unless ordered. Stockpiles of material containing hazardous waste or contamination must not be placed where affected by surface run-on or run-off. Cover stockpiles with 13 mils minimum thickness of plastic sheeting or 1 foot of nonhazardous material. Do not place stockpiles in environmentally sensitive areas. Stockpiled material must not enter storm drains, inlets, or waters of the State.

#### **Contractor-Generated Hazardous Waste**

You are the generator of hazardous waste generated as a result of materials you bring to the job site. Use hazardous waste management practices if you generate waste on the job site from the following substances:

1. Petroleum products
2. Asphalt products

3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

If hazardous waste constituent concentrations are unknown, use a laboratory certified by the ELAP under the California Department of Public Health to analyze a minimum of 4 discrete representative samples of the waste to determine whether it is a hazardous waste and to determine safe and lawful methods for storage and disposal. Perform sampling and analysis in compliance with US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) and under 22 CA Code of Regs, Div 4.5.

Use your US EPA Generator Identification Number and sign hazardous waste manifests for the hazardous waste you generate.

Identify contaminated soil resulting from spills or leaks by noticing discoloration, odors, or differences in soil properties. Immediately notify the Engineer of spills or leaks. Clean up spills and leaks under the Engineer's direction and to the satisfaction of the Engineer. Soils with evidence of contamination must be sampled and analysis by a laboratory certified by ELAP.

If sampling and analysis of contaminated soil demonstrates that it is a hazardous waste, handle and dispose of the soil as hazardous waste. You are the generator of hazardous waste created as the result of spills or leaks for which you are responsible.

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

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

If water mixes with contaminated soil and becomes contaminated, sample and analyze the water using a laboratory certified by ELAP. If analysis results demonstrate that the water is a hazardous waste, manage and dispose of the water as hazardous waste.

### **Department-Generated Hazardous Waste**

If the Department is the generator of hazardous waste during the work performed on this project, use hazardous waste management practices.

Labels must comply with the provisions of 22 CA Code of Regs § 66262.31 and § 66262.32. Mark labels with:

1. Date the hazardous waste is generated
2. The words "Hazardous Waste"
3. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint)
4. The word "Toxic"
5. Name, address, and telephone number of the Engineer
6. Contract number
7. Contractor or subcontractor name

Handle the containers such that no spillage occurs.

### **Hazardous Waste Transport and Disposal**

Dispose of hazardous waste within California at a disposal site operating under a permit issued by the DTSC.

The Engineer will obtain the US EPA Generator Identification Number for hazardous waste disposal.

The Engineer will sign all hazardous waste manifests. Notify the Engineer 5 business days before the manifests are to be signed.

The Department will not consider you a generator of the hazardous waste and you will not be obligated for further cleanup, removal, or remedial action for such material if handled or disposed of under these specifications and the appropriate State and federal laws and regulations and county and municipal ordinances and regulations regarding hazardous waste.

### **Paint Waste**

Clean water-based and oil-based paint from brushes or equipment within a contained area in a way that does not contaminate soil, receiving waters, or storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths.

### **Concrete Waste**

Use practices that will prevent the discharge of Portland cement concrete, AC, or HMA waste into storm drain systems and receiving waters.

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

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

### **Sanitary and Septic Waste**

Do not bury or discharge wastewater from sanitary or septic systems within Department right-of-way. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place portable sanitary facilities at least 50 feet away from storm drains, receiving waters, and flow lines.

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 submit a copy to the Engineer. Comply with local health agency provisions while using an on-site disposal system.

### **Liquid Waste**

Use practices that will prevent job site liquid waste from entering storm drain systems and receiving waters. Liquid waste includes the following:

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

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

1. Roll-off bins
2. Portable tanks

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

Store containers:

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

Remove and dispose of deposited solids from sediment traps under "Solid Waste" of these special provisions unless the Engineer approves another method.

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

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

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

### **Non-Storm Water Management**

#### **Water Control and Conservation**

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

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

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

#### **Illegal Connection and Discharge Detection and Reporting**

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

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

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

## **Vehicle and Equipment Cleaning**

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

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

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

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

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

## **Vehicle and Equipment Fueling and Maintenance**

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

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

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

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

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

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

Recycle or properly dispose of used batteries and tires under "Waste Management" of this special provision.

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

### **Material and Equipment Used Over Water**

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

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into water due to wind. Furnish positive barrier to protect creek during placement of concrete deck on bridge.

### **Structure Removal Over or Adjacent to Water**

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

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

Prevent the following materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Grinding, grooving, or Sawcutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate
8. Sandblasting residue

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

Whenever precipitation is forecasted, limit paving, Sawcutting, and grinding to places where runoff can be captured.

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

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

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

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

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

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

### **Thermoplastic Striping and Pavement Markers**

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

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

Collect bituminous material from the roadway after marker removal under "Waste Management" of this special provision.

### **Pile Driving**

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

Store pile driving equipment when not in use. Stored pile driving equipment must be:

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

If practicable, use vegetable oil instead of hydraulic fluid.

### **Concrete Curing**

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

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



## **Concrete Finishing**

Collect and dispose of water and solid waste from high-pressure water blasting under “Waste Management” of this special provision. Cover drainage inlets within 50 feet before sandblasting. Minimize drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, test it for hazardous materials and dispose of it properly.

Remove liquid and solid waste from containment structures after each work shift.

## **Sweeping**

Sweeping must be done using hand or mechanical methods such as vacuuming. Do not use methods that use only mechanical kick brooms.

Sweep paved roads at construction entrance and exit locations and paved areas within the job site:

1. During clearing and grubbing activities
2. During earthwork activities
3. During trenching activities
4. During roadway structural section activities
5. When vehicles are entering and leaving the job site
6. After soil disturbing activities
7. After observing offsite tracking of material

Monitor paved areas and roadways within the project. Sweep within:

- 1 8 hours of predicted rain
- 2 1 hour whenever sediment or debris is observed during activities that requires sweeping
3. 24 hours, whenever sediment and debris is observed during activities that do not require sweeping

You may stockpile collected material at the job site under “Material Management” of this special provision. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. If stockpiled, dispose of collected material at least once per week under “Waste Management” of this special provision.

You may dispose of sediment within the job site that you collected during sweeping activities. Protect disposal areas against erosion.

Keep dust to a minimum during street sweeping activities. Use water or a vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Remove and dispose of trash collected during sweeping under “Waste Management” of this special provision.

## **PAYMENT**

The contract lump sum price paid for construction site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and

control, material management, waste management, and non-Stormwater management, including identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

## **10-1.05 STREET SWEEPING**

### **GENERAL**

#### **Summary**

This work includes street sweeping using machine-operated sweepers.

Street sweeping must comply with the specifications for sweeping in the Section titled, "Construction Site Management," of these special provisions except a machine-operated sweeper must be used.

Street sweeping does not void specifications for main residue collection included in other work activities, such as grooving, grinding, or asphalt concrete planing.

The WPCP must describe and include the use of street sweeping as a water pollution control practice for sediment control and tracking control.

#### **Submittals**

At least 5 business days before you start clearing and grubbing, earthwork, or other activities with the potential for tracking sediment or debris, submit:

1. Number of machine-operated sweepers described in the WPCP
2. Type of sweeper technology

#### **Quality Control and Assurance**

Retain and submit records of street sweeping, including:

1. Quantity of disposed sweeping waste
2. Sweeping times and locations

### **MATERIALS**

Machine-operated sweepers must use one of the following technologies:

1. Mechanical sweeper followed by a vacuum-assisted sweeper
2. Vacuum-assisted dry (waterless) sweeper
3. Regenerative-air sweeper

### **CONSTRUCTION**

At least 1 machine-operated sweeper must be on the job site at all times when street sweeping work is required. The sweeper must be in good working order.

### **MEASUREMENT AND PAYMENT**

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 shall be considered as included in the lump sum price paid for Construction Site Management and no separate payment will be made therefor.

## **10-1.06 TEMPORARY CONSTRUCTION ENTRANCE**

### **GENERAL**

#### **Summary**

This work includes constructing, maintaining, and removing temporary construction entrance to provide temporary access.

The WPCP must describe and include the use of temporary construction entrance as a water pollution control practice for tracking control.

Temporary construction entrance must be Type 1.

#### **Submittals**

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for:

1. Temporary entrance fabric
2. Rock

Submit details for alternatives at least 5 business days before installation. You may propose alternatives for the following items:

1. Alternative sump
2. Alternative corrugated steel panels

If the Engineer approves, you may eliminate the sump.

### **MATERIALS**

#### **Temporary Entrance Fabric**

Temporary entrance fabric must comply with Section 88-1.06 A, "Rock Slope Protection Fabric," of the Standard Specifications and shall be Class 10.

#### **Rock**

Rock must be Type A or Type B.

Rock (Type A) must comply with:

1. Requirements under Section 72-2.02, "Materials," of the Standard Specifications
2. Following sizes:

Square Screen Size (inch)	Percentage Passing	Percentage Retained
6	100	0
3	0	100

Rock (Type B) must be Railway Ballast Number 25. Do not use blast furnace slag. Railway Ballast Number 25 must comply with:

1. Description in AREMA Manual for Railway Engineering.
2. Following sizes:

Nominal Size Square Opening	Percentage Passing								
	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4
2-1/2"-3/8"	100	80-100	60-85	50-70	25-50	-	5-20	0-10	0-3

3. Following properties:

Specification	Requirements
Percent material passing No. 200 sieve, max. ASTM: C 117	1.0
Bulk specific gravity, min. ASTM: C 127	2.60
Absorption, percent min. ASTM: C 127	1.0
Clay lumps and friable particles, percent max. ASTM: C 142	0.5
Degradation, percent max. ASTM: C 535	30
Soundness (Sodium Sulfate), percent max. ASTM: C 88	5.0
Flat, elongated particles, or both, percent max. ASTM: D 4791	5.0

## CONSTRUCTION

Prepare location for temporary construction entrance by:

1. Removing vegetation to ground level and clear away debris
2. Grading ground to uniform plane
3. Grading ground surface to drain
4. Removing sharp objects that may damage fabric
5. Compacting the top 1.5 feet of soil to at least 90 percent relative compaction

If temporary entrance (Type 1) is specified, use rock (Type A).

Install temporary construction entrance by:

1. Positioning fabric along the length of the entrance

2. Overlapping sides and ends of fabric by at least 12 inches
3. Spreading rock over fabric in the direction of traffic
4. Covering fabric with rock within 24 hours
5. Keeping a 6 inch layer of rock over fabric to prevent damage to fabric by spreading equipment

Do not drive on fabric until rock is spread.

Unless the Engineer eliminates the sump, install a sump within 20 feet of each temporary construction entrance.

Repair fabric damaged during rock spreading by placing a new fabric over the damaged area. New fabric must be large enough to cover damaged area and provide at least 18-inch overlap on all edges.

### **Maintenance**

Maintain temporary construction entrance to minimize generation of dust and tracking of soil and sediment onto public roads. If dust or sediment tracking increases, place additional rock unless the Engineer approves another method.

Repair temporary construction entrance if:

1. Fabric is exposed
2. Depressions in the entrance surface develop
3. Rock is displaced

Repair temporary construction entrance within 24 hours of discovering damage unless the Engineer approves a longer period.

During use of temporary construction entrance, do not allow soil, sediment, or other debris tracked onto pavement to enter storm drains, open drainage facilities, or watercourses. When material is tracked onto pavement, remove it within 24 hours unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace the temporary construction entrance, repair it at your expense.

The Department does not pay maintenance costs for cleanup, repair, removal, disposal, or replacement due to improper installation or your negligence.

### **Removal**

When the Engineer determines that temporary construction entrance is not required, remove and dispose of it under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Backfill and repair ground disturbance, including holes and depressions, caused by installation and removal of temporary construction entrance under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

### **MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing and maintaining temporary construction entrance, complete in place, including removal of

temporary construction entrance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the lump sum price paid for Construction Site Management and no separate payment will be made therefor.

No additional compensation will be made if the temporary construction entrance is relocated during the course of construction.

## **10-1.07 TEMPORARY COVER**

### **GENERAL**

#### **Summary**

This work includes constructing, maintaining, and removing temporary cover.

The WPCP must describe and include the use of temporary cover as a water pollution control practice for soil stabilization and stockpile management.

#### **Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. Gravel-filled bag fabric
2. Temporary cover fabric

If you substitute a material in the following list, submit a sample of the alternative material for approval at least 5 business days before installation:

1. Alternative restrainer
2. Alternative linear sediment barrier

### **MATERIALS**

#### **Geosynthetic Fabrics**

Geosynthetic fabrics must consist of one of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Sample under ASTM D 4354, Procedure C.

Test under ASTM D 4759. All properties are based on Minimum Average Roll Value (MARV).

Identify, store, and handle under ASTM D 4873.

Protect geosynthetics from moisture, sunlight and damage during shipping and storage. Label each unit with the manufacturer's name, identifying information and product identification.

Gravel-filled bag fabric must comply with:

Specification	Requirements
Grab breaking load 1-inch grip, lb, min. in each direction	205
Apparent elongation percent, min., in each direction	50
Water Flow Rate max. average roll value, gallons per minute/square foot	80-150
Permittivity 1/sec., min	1.2
Apparent opening size max. average roll value, U.S. Standard sieve size	40-80
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	70

The temporary cover fabric must be geosynthetic cover fabric, plastic sheeting, or a combination of both.

Temporary cover fabric must be either:

1. Plastic sheeting consisting of a single-ply geomembrane material, 10 mils thick, that complies with ASTM D 5199
2. Geosynthetic cover fabric that complies with the following properties:

Specification	Requirements
Grab breaking load 1-inch grip, lb, min. in each direction	200
Apparent elongation percent, min., in each direction	50
Water Flow Rate max. average roll value, gallons per minute/square foot	75-120
Permittivity 1/sec., min	0.08
Apparent opening size max. average roll value, U.S. Standard sieve size	100
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	70

**Gravel**

Gravel for gravel-filled bags must be:

1. From 3/8 to 3/4 inch in diameter
2. Clean and free from clay balls, organic matter, and other deleterious materials

**Gravel-filled Bags**

Gravel-filled bags must:

1. Be made from gravel-filled bag fabric.
2. Have inside dimensions from 24 to 32 inches in length, and from 16 to 20 inches in width.

3. Have the opening bound to retain the gravel. The opening must be sewn with yarn, bound with wire, or secured with a closure device.
4. Weigh from 30 to 50 pounds when filled with gravel.

**Restrainers**

Restrainers must be used to secure the cover fabric or plastic sheeting to the surface of the slope or stockpile.

Restrainers must be one of the following:

1. Made of gravel-filled bags that are roped together and spaced no more than a 6 feet apart
2. Made of wooden lath and anchor restrainers as shown on the plans and the following:
  - 2.1 Wooden lath must be 2" x 4" x 8', made from fir or pine, and comply with Section 20-2.12, "Lumber," of the Standard Specifications
  - 2.2 Anchor restrainers must be made from steel reinforcing bars and spaced no more than 4 feet apart along the wooden lath
3. An approved alternate method

**Rope**

Rope must be at least 3/8 inch in diameter.

Rope must be one of the following:

1. Biodegradable, such as sisal or manila
2. Nondegradable, such as polypropelene or nylon

**Linear Sediment Barrier**

Linear sediment barriers consist of one or more of the following:

1. Gravel bag berm
2. Earthen berm
3. Approved alternate method

**CONSTRUCTION**

**Temporary Cover Fabric**

Install temporary cover fabric by:

1. Placing the temporary cover fabric loosely on the slope or stockpile with the longitudinal edges perpendicular to the slope contours
2. Placing the temporary cover fabric on the upper portion of the slope to overlap cover fabric on the lower portion of the slope



3. Placing the temporary cover fabric on the side of the prevailing wind to overlap the cover fabric on the downwind side of the slope
4. Anchoring the perimeter edge of the temporary cover fabric in key trenches
5. Overlapping edges of the temporary cover fabric by at least 2 feet
6. Placing restrainers at the overlap area and along the toe of the slope. Between overlaps, the restrainers must be spaced a maximum of 8 feet on center
7. Ensuring that, if anchor restraints are used, the leg of the steel reinforcing bar pierces the temporary cover fabric and holds the wooden lath firmly against the surface of the slope or stockpile

### **Linear Sediment Barrier**

Protect excavation and embankment slopes with linear sediment barrier by:

1. Preventing run-on and concentrated flows from damaging the slopes
2. Placing the barrier parallel to the slope contour at the toe of the slope
3. Angling the last 6 feet of the barrier up-slope

Protect stockpiles with linear sediment barrier by:

1. Preventing run-on and concentrated flows from touching the stockpiled material
2. Surrounding the stockpile with a linear sediment barrier
3. Adding more linear sediment barrier within 24 hours of adding more material to the stockpile

If earthen berms are used as a linear sediment barrier, they must be:

1. At least 8 inches high and 36 inches wide
2. Compacted by hand or mechanical method

If gravel bag berms are used as a linear sediment barrier:

1. Place gravel bags as a single layer
2. Place gravel bags end-to-end to eliminate gaps

If you need to increase the height of the gravel bag berm:

1. Increase height by adding rows of gravel-filled bags
2. Stack bags in a way that the bags in the top row overlap the joints in the lower row
3. Stabilize berm by adding rows at the bottom

If you remove the temporary cover to do other work, replace and secure temporary cover within one hour.

## **MAINTENANCE**

Maintain temporary cover to minimize exposure of the slopes or stockpile and prevent movement of the material beyond the linear sediment barrier.

Maintain temporary cover by:

1. Relocating and securing restrainers to keep the erosion control blankets in place. Temporary cover fabric that breaks free must be immediately secured.
2. Repairing or replacing the temporary cover fabric when the area covered by temporary cover becomes exposed or exhibits visible erosion.
3. Repairing or replacing the linear sediment barrier when washouts occur between joints or beneath the linear sediment barrier.
4. Repairing or replacing the temporary cover fabric when it becomes detached, torn, or unraveled.

Repair temporary cover within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary cover, repair temporary cover at your expense.

## **REMOVAL**

When the Engineer determines that temporary cover is not required, it must be removed and disposed of under 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 cover must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

## **MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and maintaining temporary cover for stockpiles, complete in place, including restrainers and removal of temporary cover, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the lump sum price paid for Construction Site Management and no separate payment will be made therefor.

### **10-1.08 TEMPORARY FENCE (TYPE ESA)**

#### **GENERAL**

##### **Summary**

This work includes constructing, maintaining, and removing temporary fence (Type ESA). Temporary fence (Type ESA) provides a visible boundary adjacent to protected project areas.

Signs are not required for temporary fence (Type ESA).

##### **Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. High visibility fabric

2. Safety cap for metal posts

**MATERIALS**

**High Visibility Fabric**

High visibility fabric for temporary fence (Type ESA) must consist of one of the following:

1. Polyethylene
2. Polypropylene
3. Combined polyethylene and polypropylene

Sample high visibility fabric under ASTM D 4354, Procedure C.

Test high visibility fabric under ASTM D 4759. All properties must be based on Minimum Average Roll Value.

Identify, store, and handle high visibility fabric rolls and samples under ASTM D 4873.

High visibility fabric must:

1. Contain ultraviolet inhibitors
2. Comply with the requirements shown in the following table:

Property	Specifications	Requirements
Width, inches, Min	Measured	48
Opening size inches	Measured	1" x 1" (Min) 2" x 4" (Max)
Color	Observed	Orange
Roll weight, lb Min for 4' x 100' roll	Measured	12
Tensile strength, lb Min, machine direction x cross direction	ASTM D 4595	225 x 95
Ultraviolet Degradation Percent of original unexposed grab breaking load 500 hr, minimum	ASTM D 4355	70

**Posts**

Posts must be wood or steel.

Wood posts must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use
3. Pointed on the end to be driven into the ground

4. At least 2" x 2" in size and 6 feet long

Steel posts must:

1. Have a "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads.
2. Be pointed on the end to be driven into the ground.
3. Weigh at least 0.75-pound per foot.
4. Be at least 6 feet long.
5. Have a safety cap attached to the exposed end. The safety cap must be yellow, orange or red plastic and fit snugly to the metal post.

## Signs

Signs for temporary fence (Type ESA) must be:

1. Weatherproof and fade-proof and may include plastic laminated printed paper affixed to an inflexible weatherproof backer board
2. Attached to the high visibility fabric with tie wire or locking plastic fasteners

## CONSTRUCTION

### General

Install temporary fence (Type ESA):

1. With high visibility fabric, posts, and fasteners as follows:
  - 1.1. If wood posts are used, fasteners must be staples or nails
  - 1.2. If steel posts are used, fasteners must be tie wires or locking plastic fasteners
  - 1.3. Spacing of the fasteners must be no more than 8 inches apart
2. Before clearing and grubbing activities
3. From outside of the protected area
4. With posts spaced 8 feet apart and embedded at least 16 inches in the soil

Install signs for temporary fence (Type ESA) as follows:

1. Attach signs with the top of the sign panel flush with the top of the high visibility fabric
2. Place signs 100 feet apart along the length and at each end of the fence

If trees and other plants need protection, install fence to:

1. Enclose the foliage canopy (drip line) of protected plants
2. Protect visible roots from encroachment

## **Maintenance**

Maintain temporary fence (Type ESA) by:

1. Keeping posts in a vertical position
2. Reattaching fabric to posts
3. Replacing damaged sections of fabric
4. Replacing and securing signs

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.

## **Removal**

When the Engineer determines that temporary fence (Type ESA) is no longer required, remove and dispose of it under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Backfill and repair ground disturbance caused by the installation and removal of temporary fence (Type ESA), including holes and depressions, under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

## **MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and maintaining Temporary Fence (Type ESA), complete in place, including removal of temporary fence, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the lump sum price paid for Construction Site Management and no separate payment will be made therefor.

### **10-1.09 EROSION CONTROL BLANKET**

#### **GENERAL**

##### **Summary**

This work includes installing erosion control blanket as shown on the contract plans. Erosion control blanket is used to cover and protect disturbed soil areas and soil from erosion by wind or water. Erosion control blanket reduces channel erosion by protecting against scour created by concentrated flow.

The SWPPP must describe and include the use of temporary erosion control blanket as a water pollution control practice for soil stabilization.

##### **Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for erosion control blanket.

If you substitute the steel wire staple with an alternative attachment device, submit a sample of the device for approval at least 5 business days before installation.

## **MATERIALS**

### **Erosion Control Blanket**

Erosion control blanket must be:

1. Described as a rolled erosion control product (RECP)
2. Classified as and degradable or long-term and non-degradable
3. Machine-made mats
4. Provided in rolled strips
5. Classified by the Erosion Control Technology Council (ECTC)

Erosion control blanket classified as degradable must be one of the following:

1. Double net excelsior blanket:
  - 1.1. Classified as ECTC Type 2D
  - 1.2. Classified as an erosion control blanket
  - 1.3. Designed to last for at least one year after installation
  - 1.4. With a Universal Soil Loss Equation (USLE) C-Factor of not more than 0.20 at a 2:1 (horizontal: vertical) slope
  - 1.5. With 80 percent of the wood excelsior fibers being 6 inches or longer
  - 1.6. Capable to withstand a maximum shear stress of 1.75 pounds per square foot under ASTM D 6460
  - 1.7. With a minimum tensile strength of 75 pounds per foot under ASTM D 5035
  - 1.8. With top and bottom surfaces covered with lightweight non-synthetic netting
2. Double net straw and coconut blanket:
  - 2.1. Classified as ECTC Type 2D
  - 2.2. Classified as an erosion control blanket
  - 2.3. Designed to last for at least one year after installation
  - 2.4. With a USLE C-Factor of not more than 0.20 at a 2:1 (horizontal: vertical) slope
  - 2.5. Comprised of 70 percent straw and 30 percent coconut fiber
  - 2.6. Capable to withstand a maximum shear stress of 1.75 pounds per square foot under ASTM D 6460
  - 2.7. With a minimum tensile strength of 75 pounds per foot under ASTM D 5035

- 2.8. With top and bottom surfaces covered with lightweight non-synthetic netting
3. Jute netting:
  - 3.1. Classified as ECTC Type 3B
  - 3.2. Classified as an open weave textile and have from 14 to 20 strands per foot in each direction
  - 3.3. Designed to last for at least one year after installation
  - 3.4. With a USLE C-Factor of not more than 0.25 at a 1.5:1 (horizontal: vertical) slope
  - 3.5. Comprised of 100 percent unbleached and undyed spun yarn made of jute fiber
  - 3.6. With an average open area from 63 to 70 percent
  - 3.7. From 48 to 72 inches in width
  - 3.8. Capable to withstand a maximum shear stress of 2.0 pounds per square foot under ASTM D6460
  - 3.9. With a minimum tensile strength of 100 pounds per foot under ASTM D 5035
  - 3.10. From 0.90 to 1.20 pounds per square yard in weight
4. Coir netting:
  - 4.1. Classified as ECTC Type 4
  - 4.2. Classified as an open weave textile and from 13 to 18 strands per foot in each direction
  - 4.3. Designed to last for at least three years after installation
  - 4.4. With a USLE C-Factor of not more than 0.25 at a 1:1 (horizontal: vertical) slope
  - 4.5. Comprised of 100 percent unbleached and undyed spun coir yarn made of coconut fiber
  - 4.6. With an average open area from 63 to 70 percent
  - 4.7. From 72 to 158 inches in width
  - 4.8. Capable to withstand a maximum shear stress of 2.25 pounds per square foot under ASTM D6460
  - 4.9. With a minimum tensile strength of 125 pounds per foot under ASTM D 5035
  - 4.10. From 1.20 to 1.67 pounds per square yard in weight

Erosion control blanket classified as long-term and non-degradable must:

1. Be a geosynthetic fabric
2. Comply with the specifications for rock slope protection fabric (Class 8) in Section 88-1.06, "Channel and Shore Protection," of the Standard Specifications

## **Staples**

You may use an alternative attachment device such as a geosynthetic pins or plastic pegs to install erosion control blanket.

## **CONSTRUCTION**

Before placing erosion control blanket, remove obstructions including rocks, clods, and debris greater than 1 inch in diameter from the ground.

If fiber rolls are to be placed in the same area as erosion control blankets, install the blankets before placing the fiber rolls.

If hydroseeding is to be done in the same area as erosion control blanket:

1. You must hydroseed before placing the double net excelsior or straw and coconut blankets
2. You may hydroseed before or after placing the jute or coir netting

If erosion control blanket is installed on disturbed soil areas including embankment and excavation slopes:

1. Place the blanket loosely on the embankment or excavation slope with the longitudinal joints perpendicular to the slope contour lines
2. Place the blanket on the upper portion of the slope overlapping the blanket on the lower portion of the slope for transverse joints
3. Place the blanket on the side of the prevailing wind shall overlapping the blanket on the downwind side of the slope for longitudinal joints
4. Overlap and staple the longitudinal and transverse joints
5. Secure the ends of the blanket in key trenches

If erosion control blanket is installed in area of concentrated runoff including ditches and swales:

1. Place the blanket loosely along the ditch or swale with the longitudinal edges and joints parallel to the centerline of the ditch or swale
2. Place the blanket on the upper portion of the slope overlapping the blanket on the lower portion of the slope for transverse joints
3. Secure transverse joints of blankets in intermediate joint trenches
4. Overlap and staple the longitudinal and transverse joints
5. Secure the ends of the blanket in intermediate and key trenches

## **MEASUREMENT AND PAYMENT**

Erosion control blanket is measured by the square yard of the actual area covered excluding overlaps.

The contract price paid per square yard for erosion control blanket includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing erosion control blanket, complete in place, including trench excavation and backfill, 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 FIBER ROLL**

### **GENERAL**

#### **Summary**

This work includes constructing, maintaining, and removing temporary fiber roll.

#### **Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for fiber roll.

### **MATERIALS**

#### **Fiber Roll**

Fiber roll must:

1. Last for at least one year after installation
2. Be Type 2

If specified, Type 1 fiber roll must be:

1. Made from an erosion control blanket:
  - 1.1. Classified by the Erosion Control Technology Council (ECTC) as ECTC 2D
  - 1.2. With a Universal Soil Loss Equation (USLE) C-Factor of not more than 0.20 at a 2:1 (horizontal:vertical) slope
  - 1.3. Capable to withstand a maximum shear stress of 1.75 pounds per square foot under ASTM D 6460
  - 1.4. With a minimum tensile strength of 75 pounds per foot under ASTM D 5035
  - 1.5. With top and bottom surfaces covered with lightweight non-synthetic netting
  - 1.6. That complies with one of the following:
    - 1.6.1. Double net straw and coconut blanket with 70 percent straw and 30 percent coconut fiber
    - 1.6.2. Double net excelsior blanket with 80 percent of the wood excelsior fibers being 6 inches or longer
2. Rolled along the width
3. Secured with natural fiber twine every 6 feet and 6 inches from each end
4. Finished to be either:

- 4.1. From 8 to 10 inches in diameter, from 10 to 20 feet long, and at least 0.5 pounds per linear foot
- 4.2. From 10 to 12 inches in diameter, at least 10 feet long, and at least 2 pounds per linear foot

If specified, Type 2 fiber roll must:

1. Be filled with rice or wheat straw, wood excelsior, or coconut fiber
2. Be covered with a biodegradable jute, sisal, or coir fiber netting
3. Have the netting secured tightly at each end
4. Be finished to be either:
  - 4.1. From 8 to 10 inches in diameter, from 10 to 20 feet long, and at least 1.1 pounds per linear foot
  - 4.2. From 10 to 12 inches in diameter, at least 10 feet long, and at least 3 pounds per linear foot

### **Wood Stakes**

Wood stakes must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects which would render the stakes unfit for use
3. Pointed on the end to be driven into the ground

For fiber roll, wood stakes must be at least:

1. 1" x 1" x 24" in size for Type 1 installation
2. 1" x 2" x 24" in size for Type 2 installation

### **Rope**

For Type 2 installation, rope must:

1. Be biodegradable, such as sisal or manila
2. Have a minimum diameter of 1/4 inch

### **CONSTRUCTION**

Before placing fiber roll, remove obstructions including rocks, clods, and debris greater than one inch in diameter from the ground.

If fiber roll is to be placed in the same area as erosion control blanket, install the blanket before placing the fiber roll. For other soil stabilization practices such as hydraulic mulch or compost, place the fiber roll and then apply the soil stabilization practice.

Place fiber roll on slopes at the following spacing unless the plans show a different spacing:

1. 10 feet apart for slopes steeper than 2:1 (horizontal: vertical)
2. 15 feet apart for slopes from 2:1 to 4:1 (horizontal: vertical)
3. 20 feet apart for slopes from 4:1 to 10:1 (horizontal: vertical)
4. 50 feet apart for slopes flatter than 10:1 (horizontal: vertical)

Place fiber roll parallel to the slope contour. For any 20 foot section of fiber roll, do not allow the fiber roll to vary more than 5 percent from level.

Type 1 and Type 2 fiber roll may be installed using installation method Type 1, Type 2, or a combination:

For installation method Type 1, install fiber roll by:

1. Placing in a furrow that is from 2 to 4 inches deep
2. Securing with wood stakes every 4 feet along the length of the fiber roll
3. Securing the ends of the fiber roll by placing a stake 6 inches from the end of the roll
4. Driving the stakes into the soil so that the top of the stake is less than 2 inches above the top of the fiber roll

For installation method Type 2, install fiber roll by:

1. Securing with rope and notched wood stakes.
2. Driving stakes into the soil until the notch is even with the top of the fiber roll.
3. Lacing the rope between stakes and over the fiber roll. Knot the rope at each stake.
4. Tightening the fiber roll to the surface of the slope by driving the stakes further into the soil.

Installation of fiber rolls at locations in addition to those installed under Water Pollution Control are required.

## **MAINTENANCE**

Maintain temporary fiber roll to provide sediment holding capacity and to reduce runoff velocities.

Remove sediment deposits, trash, and debris from temporary fiber roll as needed or when directed by the Engineer. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water. Trash and debris must be removed and disposed of as specified in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Maintain temporary fiber roll by:

1. Removing sediment from behind the fiber roll when sediment is 1/3 the height of the fiber roll above ground
2. Repairing or adjusting the fiber roll when rills and other evidence of concentrated runoff occur beneath the fiber roll

3. Repairing or replacing the fiber roll when they become split, torn, or unraveled
4. Adding stakes when the fiber roll slump or sag
5. Replacing broken or split wood stakes

Repair temporary fiber roll within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary fiber roll, repair temporary fiber roll at your expense.

The Department does not pay maintenance costs for cleanup, repair, removal, disposal, or replacement due to improper installation or your negligence.

## **REMOVAL**

When the Engineer determines that temporary fiber roll is not required, they must be removed and disposed of under 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 fiber roll must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

## **MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining, and removing the temporary fiber roll, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the lump sum price paid for Construction Site Management and no separate payment will be made therefor.

### **10-1.11 TEMPORARY DRAINAGE INLET PROTECTION**

#### **GENERAL**

##### **Summary**

This work includes constructing, maintaining, and removing temporary drainage inlet protection. Drainage inlet protection settles and filters sediment before stormwater runoff discharges into storm drainage systems.

The WPCP must describe and include the use of temporary drainage inlet protection as a water pollution control practice for sediment control.

Provide temporary drainage inlet protection to meet the changing conditions around the drainage inlet. Temporary drainage inlet protection must be:

1. Appropriate type to meet the conditions around the drainage inlet
2. Type 1, Type 2, Type 3A, Type 3B, Type 4, Type 4B, Type 5, Type 6A, Type 6B, or a combination

## **Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. Erosion control blanket
2. Fiber rolls
3. Safety cap for metal posts
4. Silt fence fabric
5. Sediment filter bag
6. Foam barrier
7. Rigid plastic barrier
8. Gravel-filled bag fabric

If you substitute the steel wire staple with an alternative attachment device, submit a sample of the device for approval at least 5 business days before installation.

## **MATERIALS**

### **Geosynthetic Fabrics**

Geosynthetic fabrics for temporary drainage inlet protection must consist of one of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Geosynthetic fabrics for temporary drainage inlet must comply with the specifications for water pollution control in Section 88-1.05, "Water Pollution Control," of the Standard Specifications.

Foam barrier must comply with:

**Foam Barrier**

Property	ASTM Designation	Specification
Grab breaking load 1-inch grip, lb, min. in each direction	D 4632	200
Apparent elongation percent, min., in each direction	D 4632	15
Water Flow Rate max. average roll value, gallons per minute/square foot	D 4491	100-150
Permittivity l/sec., min.	D 4491	0.05
Apparent opening size max. average roll value, U.S. Standard sieve size	D 4751	40
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	D 4595	70

Sample under ASTM D 4354, Procedure C.

Test under ASTM D 4759. All properties are based on Minimum Average Roll Value (MARV).

Identify, store, and handle under ASTM D 4873.

**Erosion Control Blanket**

Erosion control blanket must be:

1. Described as a rolled erosion control product (RECP)
2. Classified as temporary and degradable or long-term and non-degradable
3. Machine-made mats
4. Provided in rolled strips
5. Classified by the Erosion Control Technology Council (ECTC)

Erosion control blanket classified as temporary and degradable must be one of the following:

1. Double net excelsior blanket:
  - 1.1. Classified as ECTC Type 2D
  - 1.2. Classified as an erosion control blanket
  - 1.3. Designed to last for at least one year after installation

- 1.4. With a Universal Soil Loss Equation (USLE) C-Factor of not more than 0.20 at a 2:1 (horizontal:vertical) slope
- 1.5. With 80 percent of the wood excelsior fibers being 6 inches or longer
- 1.6. Capable to withstand a maximum shear stress of 1.75 pounds per square foot under ASTM D 6460
- 1.7. With a minimum tensile strength of 75 pounds per foot under ASTM D 5035
- 1.8. With top and bottom surfaces covered with lightweight non-synthetic netting
2. Double net straw and coconut blanket:
  - 2.1. Classified as ECTC Type 2D
  - 2.2. Classified as an erosion control blanket
  - 2.3. Designed to last for at least one year after installation
  - 2.4. With a USLE C-Factor of not more than 0.20 at a 2:1 (horizontal:vertical) slope
  - 2.5. Comprised of 70 percent straw and 30 percent coconut fiber
  - 2.6. Capable to withstand a maximum shear stress of 1.75 pounds per square foot under ASTM D 6460
  - 2.7. With a minimum tensile strength of 75 pounds per foot under ASTM D 5035
  - 2.8. With top and bottom surfaces covered with lightweight non-synthetic netting
3. Jute netting:
  - 3.1. Classified as ECTC Type 3B
  - 3.2. Classified as an open weave textile and have from 14 to 20 strands per foot in each direction
  - 3.3. Designed to last for at least one year after installation
  - 3.4. With a USLE C-Factor of not more than 0.25 at a 1.5:1 (horizontal:vertical) slope
  - 3.5. Comprised of 100 percent unbleached and undyed spun yarn made of jute fiber
  - 3.6. With an average open area from 63 to 70 percent
  - 3.7. From 48 to 72 inches in width
  - 3.8. Capable to withstand a maximum shear stress of 2.0 pounds per square foot under ASTM D 6460
  - 3.9. With a minimum tensile strength of 100 pounds per foot under ASTM D 5035
  - 3.10. From 0.90 to 1.20 pounds per square yard in weight

4. Coir netting:
  - 4.1. Classified as ECTC Type 4
  - 4.2. Classified as an open weave textile and from 13 to 18 strands per foot in each direction
  - 4.3. Designed to last for at least three years after installation
  - 4.4. With a USLE C-Factor of not more than 0.25 at a 1:1 (horizontal:vertical) slope
  - 4.5. Comprised of 100 percent unbleached and undyed spun coir yarn made of coconut fiber
  - 4.6. With an average open area from 63 to 70 percent
  - 4.7. From 72 to 158 inches in width
  - 4.8. Capable to withstand a maximum shear stress of 2.25 pounds per square foot under ASTM D6460
  - 4.9. With a minimum tensile strength of 125 pounds per foot under ASTM D 5035
  - 4.10. From 1.20 to 1.67 pounds per square yard in weight

Erosion control blanket classified as long-term and non-degradable must:

1. Be a geosynthetic fabric
2. Comply with the specifications for rock slope protection fabric (Class 8) in Section 88-1.06, "Channel and Shore Protection," of the Standard Specifications

**Staples**

You may use an alternative attachment device such as a geosynthetic pins or plastic pegs to install erosion control blanket.

**Rock**

Rock must comply with:

1. Requirements under Section 72-2.02, "Materials," of the Standard Specifications
2. Following sizes:

Square Screen Size (inch)	Percentage Passing	Percentage Retained
6	100	0
3	0	100

**Rope**

Rope for fiber rolls must be:

1. Biodegradable, such as sisal or manila
2. At least 1/4 inch in diameter



## **Fiber Rolls**

Fiber rolls must:

1. Last for at least one year after installation
2. Be Type 1 or Type 2

For Type 1, fiber rolls must be:

1. Made from an erosion control blanket classified as temporary and degradable
2. Rolled along the width
3. Secured with natural fiber twine every 6'-6" from each end
4. Finished to be either:
  - 4.1. From 8 to 10 inches in diameter, from 10 to 20 feet long, and at least 0.5 pounds per linear foot
  - 4.2. From 10 to 12 inches in diameter, at least 10 feet long, and at least 2 pounds per linear foot

For Type 2, fiber rolls must:

1. Be filled with rice or wheat straw, wood excelsior, or coconut fiber
2. Be covered with biodegradable jute, sisal, or coir fiber netting
3. Have netting secured tightly at each end
4. Be finished to be either:
  - 4.1. From 8 to 10 inches in diameter, from 10 to 20 feet long, and at least 1.1 pounds per linear foot
  - 4.2. From 10 to 12 inches in diameter, at least 10 feet long, and at least 3 pounds per linear foot

## **Wood Stakes**

Wood stakes must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects which would render the stakes unfit for use
3. Pointed on the end to be driven into the ground

For fiber rolls, wood stakes must be at least:

1. 1" x 1" x 24" in size for Type 1 installation
2. 1" x 2" x 24" in size for Type 2 installation

## **Posts**

Posts must be wood or metal.

Wood posts must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use
3. Pointed on the end to be driven into the ground
4. At least 2" x 2" in size, and 4 feet long

Metal posts must:

1. Be made of steel.
2. Have a "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads.
3. Be pointed on the end to be driven into the ground.
4. Weigh at least 0.75-pound per foot.
5. Be at least 4 feet long.
6. Have a safety cap attached to the exposed end. The safety cap must be orange or red plastic and fit snugly to the metal post.

## **Silt Fence**

Silt fence must be:

1. Constructed with silt fence fabric, posts, and fasteners
2. Prefabricated or assembled at the job site

Silt fence fabric must be attached to posts using these methods:

1. If prefabricated silt fence is used, posts must be inserted into sewn pockets
2. If assembled on the job site:
  - 2.1. If wood posts are used, fasteners must be staples or nails
  - 2.2. If steel posts are used, fasteners must be tie wires or locking plastic fasteners
  - 2.3. Spacing of the fasteners must be at least 8 inches

## **Gravel-filled Bags**

Gravel-filled bags must:

1. Be made from fabric.

2. Have inside dimensions from 24 to 32 inches in length, and from 16 to 20 inches in width.
3. Have the opening bound to retain the gravel. The opening must be sewn with yarn, bound with wire, or secured with a closure device.
4. Weigh from 30 to 50 pounds when filled with gravel.

Gravel for gravel-filled bags must be:

1. From 3/8 to 3/4 inch in diameter
2. Clean and free from clay balls, organic matter, and other deleterious materials

### **Sediment Filter Bag**

Sediment filter bag must:

1. Be made of fabric
2. Be sized to fit the catch basin or drainage inlet
3. Include a high-flow bypass

Sediment filter bag may include a metal frame. Sediment filter bags that do not have a metal frame and are deeper than 18 inches must:

1. Include lifting loops and dump straps
2. Include a restraint cord to keep the sides of the bag away from the walls of the catch basin

### **Foam Barriers**

Foam barriers must:

1. Be filled with a urethane foam core
2. Have a geosynthetic fabric cover and flap
3. Have a triangular, circular, or square shaped cross section
4. Have a vertical height of at least 5 inches after installation
5. Have a horizontal flap of at least 8 inches in width
6. Have a length of at least 4 feet per unit
7. Have the ability to interlock separate units into a longer barrier so that water does not flow between the units
8. Be secured to:
  - 8.1. Pavement with 1-inch concrete nails with 1-inch washers and solvent-free adhesive
  - 8.2. Soil with 6-inch nails with 1-inch washers

**Rigid Plastic Barriers**

Rigid plastic barriers must:

1. Have an integrated filter
2. Have a formed outer jacket of perforated high density polyethylene (HDPE) or polyethylene terephthalate (PET)
3. Have a flattened tubular shaped cross section
4. Be made from virgin or recycled materials
5. Be free from biodegradable filler materials that degrade the physical or chemical characteristics of the finished filter core or outer jacket
6. Have a length of at least 4 feet per unit
7. Have the ability to interlock separate units into a longer barrier so that water does not flow between the units
8. Be secured to:
  - 8.1 Pavement with 1-inch concrete nails with 1-inch washers and solvent-free adhesive, with gravel-filled bags, or a combination
  - 8.2 Soil with 6-inch nails with 1-inch washers and wood stakes
9. Comply with the following properties:

Specification	Requirements
Grab tensile strength of outer jacket material, pounds/square inch, min. in each direction ASTM D 4632*	4000
Break strength of outer jacket, pounds/square inch ASTM D 4632*	1300
Permittivity of filter core, 1/sec., min. ASTM D 4491	0.38
Flow rate of filter core, gallons per minute per square foot, ASTM D 4491	100 min. 200 max.
Filter core aperture size, max., Average Opening Size (AOS), microns	425
Ultraviolet stability (outer jacket & filter core), percent tensile strength retained after 500 hours, min. ASTM D 4355 (xenon-arc lamp and water spray weathering method)	90

\* or appropriate test method for specific polymer

If used at a curb inlet without a grate, rigid plastic barriers must:

1. Have a horizontal flap of at least 6 inches with an under-seal gasket to prevent underflows
2. Include a high-flow bypass
3. Have a vertical height of at least 7 inches after installation
4. Be sized to fit the catch basin or drainage inlet

If used at a grated catch basin without a curb inlet, rigid plastic barriers must:

1. Cover the grate by at least 2 inches on each side and have an under-seal gasket to prevent underflows
2. Include a high-flow bypass
3. Have a vertical height of at least 1.5 inches after installation
4. Be sized to fit the catch basin or drainage inlet

If used at a curb inlet with a grate, rigid plastic barriers must:

1. Have a horizontal flap that covers the grate by at least 2 inches on the 3 sides away from the curb opening and have an under-seal gasket to prevent underflows
2. Include a high-flow bypass
3. Have a vertical section that covers the curb opening by at least 5 inches after installation
4. Be sized to fit the catch basin or drainage inlet

If used as a linear sediment barrier, rigid plastic barriers:

1. Must have an installed height of at least 6 inches
2. May have a horizontal flap of at least 4 inches

### **Linear Sediment Barrier**

Linear sediment barriers must consist of one or more of the following:

1. Silt fence
2. Gravel-filled bags
3. Fiber roll
4. Rigid plastic barrier
5. Foam barrier

### **Flexible Sediment Barrier**

Flexible sediment barriers consist of one or more of the following:

1. Rigid plastic barrier
2. Foam barrier

## **CONSTRUCTION**

For drainage inlet protection at drainage inlets in paved and unpaved areas:

1. Prevent ponded runoff from encroaching on the traveled way or overtopping the curb or dike. Use linear sediment barriers to redirect runoff and control ponding.

2. Clear the area around each drainage inlet of obstructions including rocks, clods, and debris greater than one inch in diameter before installing the drainage inlet protection.
3. Install a linear sediment barrier up-slope of the existing drainage inlet and parallel with the curb, dike, or flow line to prevent sediment from entering the drainage inlet.

### **Erosion Control Blanket**

To install erosion control blanket and geosynthetic fabric:

1. Secure blanket or fabric to the surface of the excavated sediment trap with staples and embed in a trench adjacent to the drainage inlet
2. Anchor the perimeter edge of the erosion control blanket in a trench

### **Silt Fence**

If silt fence is used as a linear sediment barrier:

1. Place fence along the perimeter of the erosion control blanket, with the posts facing the drainage inlet
2. Install fence with the bottom edge of the silt fence fabric in a trench. Backfill the trench with soil and compact manually

### **Gravel Bag Berm**

If gravel bag berm is used as a linear sediment barrier:

1. Place gravel-filled bags end-to-end to eliminate gaps
2. Stack bags in a way that the bags in the top row overlap the joints in the lower row

If gravel bag berms are used for Type 3A and Type 3B:

1. Place gravel-filled bags end-to-end to eliminate gaps
2. Stack bags in a way that the bags in the top row overlap the joints in the lower row
3. Arrange bags to create a spillway by removing one or more gravel-filled bags from the upper layer

If used within shoulder area, place gravel-filled bags behind temporary railing (Type K).

### **Fiber Rolls**

If fiber rolls are used as a linear sediment barrier:

1. Place fiber rolls in a furrow.
2. Secure fiber rolls with stakes installed along the length of the fiber rolls. Stakes must be installed from 6 to 12 inches from the end of the rolls.

If fiber rolls are used as a linear sediment barrier for Type 4A, place them over the erosion control blanket.

## **Foam Barriers**

If foam barriers are used as a linear sediment barrier:

1. Install barriers with the horizontal flap in a 3 inch deep trench and secured with nails and washers placed no more than 4 feet apart
2. Secure barriers with 2 nails at the connection points where separate units overlap
3. Place barriers without nails or stakes piercing the core

## **Flexible Sediment Barriers**

If flexible sediment barriers are used:

1. Secure barriers to the pavement with nails and adhesive, gravel-filled bags, or a combination
2. Install barriers flush against the sides of concrete, asphalt concrete, or hot mix asphalt curbs or dikes
3. Place barriers to provide a tight joint with the curb or dike and anchored in a way that runoff cannot flow behind the barrier

If flexible sediment barriers are used for Type 4B:

1. Secure barriers to the pavement according to the angle and spacing shown on the plans
2. Place barriers to provide a tight joint with the curb or dike. Cut the cover fabric or jacket to ensure a tight fit

## **Rigid Sediment Barriers**

If rigid sediment barriers are used at a grated catch basin without a curb inlet:

1. Place barriers using the gasket to prevent runoff from flowing under the barrier
2. Secure barriers to the pavement with nails and adhesive, gravel-filled bags, or a combination

If rigid sediment barriers are used for linear sediment barriers:

1. Install barriers in a trench. Backfill the trench with soil and compact manually
2. Place barrier with separate units overlapping at least 4 inches
3. Reinforce barriers with a wood stake at each overlap
4. Fasten barriers to the wood stakes with steel screws, 16 gauge galvanized steel wire, or with UV stabilized cable ties that are from 5 to 7 inches in length

## **Sediment Filter Bags**

Install sediment filter bags for Type 5 by:

1. Removing the drainage inlet grate
2. Placing the sediment bag in the opening

3. Replacing the grate to secure the sediment filter bag in place

## **MAINTENANCE**

Maintain temporary drainage inlet protection to provide sediment holding capacity and to reduce runoff velocities.

Remove sediment deposits, trash, and debris from temporary drainage inlet protection as needed or when directed by the Engineer. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water. Trash and debris must be removed and disposed of as specified in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Maintain temporary drainage inlet protection by removing sediment from:

1. Behind flexible sediment barriers when sediment exceeds 1 inch in depth
2. Surface of the erosion control blanket when sediment exceeds 1 inch in depth
3. Sediment trap for Type 2 when the volume has been reduced by approximately one-half
4. Behind silt fence when the sediment is 1/3 the height of the silt fence fabric above ground
5. Sediment filter bags when filled or when the restraint cords are no longer visible

If rills and other evidence of concentrated runoff occur beneath the linear sediment barrier, repair or adjust the barrier.

If silt fence fabric becomes split, torn, or unraveled, repair or replace silt fence.

If geosynthetic fabric becomes split, torn, or unraveled, repair or replace foam barriers.

Repair or replace sagging or slumping linear sediment barriers with additional stakes. Replace broken or split wood stakes.

Reattach foam barriers and rigid plastic barriers that become detached or dislodged from the pavement.

Repair split or torn rigid plastic barriers with 16 gauge galvanized steel wire or UV stabilized cable ties that are from 5 to 7 inches in length.

For sediment filter bags without metal frames, empty by placing one inch steel reinforcing bars through the lifting loops and then lift the filled bag from the drainage inlet. For sediment filter bags with metal frames, empty by lifting the metal frame from the drainage inlet. Rinse before replacing in the drainage inlet. When rinsing the sediment filter bags, do not allow the rinse water to enter a drain inlet or waterway.

Repair temporary drainage inlet protection within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary drainage inlet protection, repair temporary drainage inlet protection at your expense.

The Department does not pay maintenance costs for cleanup, repair, removal, disposal, or replacement due to improper installation or your negligence.



## **REMOVAL**

When the Engineer determines that the temporary drainage inlet protection is not required, it must be removed and disposed of under 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 drainage inlet protection must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

## **MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing and maintaining the temporary drainage inlet protection, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the lump sum price paid for Construction Site Management and no separate payment will be made therefor.

No additional compensation will be made if the temporary drainage inlet protection is relocated during the course of construction.

### **10-1.12 TEMPORARY RAILING (TYPE K)**

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

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

Attention is directed to "Public Safety" and "Order of Work" of these special provisions.

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

### **10-1.13 TEMPORARY CRASH CUSHION MODULE**

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

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

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

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the

work provided that the exposed fixed obstacle is 15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

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

1. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:
  - 1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
  - 1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501
2. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintesco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205
  - 2.1. Northern California: United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
  - 2.2. Southern California: Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786
3. CrashGard Model CC-48 Sand Barrels, manufactured by Plastic Safety Systems, Inc., 2444 Baldwin Road, Cleveland, OH 44104:
  - 3.1. Northern California:
    - 3.1.1. Capitol Barricade Safety & Sign, 6329 Elvas Ave, Sacramento, CA 95819, telephone (888) 868-5021, FAX (916) 451-5388
    - 3.1.2. Sierra Safety, Inc., 9093 Old State Highway, New Castle, CA 95658, telephone (916) 663-2026, FAX (916) 663-1858
  - 3.2. Southern California: Hi Way Safety Inc., 13310 5th Street, Chino, CA 91710, telephone (909) 591-1781, FAX (909) 627-0999

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

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

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

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

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

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

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

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with Section 7-1.09, "Public Safety," of the Standard Specifications and modules placed in excess of the number specified or shown will not be measured nor paid for.

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

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

The contract unit price paid for temporary crash cushion module (Array TU11) shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.14 TEMPORARY CRASH CUSHION (ABSORB 350) MODULE**

This work shall consist of furnishing, installing, and maintaining temporary crash cushion (ABSORB 350) or equal at each location shown on the plans, as specified in these special provisions or where designated by the Engineer.

Temporary crash cushion shall be an ABSORB-350, 4-element system, as manufactured by Barrier Systems, Inc., or equal, and shall include the items detailed for temporary crash cushion shown on the plans.

The Contractor shall furnish the Engineer one copy of the manufacturer's plan and parts list.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushion conforms to the contract plans and specifications, conforms to the prequalified design and material requirements, and was manufactured in conformance with the approved quality control program.

Crash cushion shall be installed in conformance with the manufacturer's installation instructions.

Temporary crash cushions (ABSORB 350) shall be maintained in place at each location, including times when work is not actively in progress. When no longer required, as determined by the Engineer, Temporary crash cushions (ABSORB 350) shall be removed from the site of the work.

Temporary crash cushion systems damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Temporary crash cushion systems 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.

At the completion of the project, temporary crash cushion systems shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion systems shall not be installed in the permanent work.

Temporary crash cushion (ABSORB 350) will be measured by the unit as determined from actual count in place in the completed work.

Repairing systems damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Systems damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Systems replaced due to damage by public traffic will be measured and paid for as temporary crash cushion (ABSORB 350).

The contract unit price paid for temporary crash cushion (ABSORB 350) shall include full compensation for furnishing all labor, materials (including marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and removing from the site of the work when no longer required (including those damaged by public traffic) temporary crash cushion systems, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

## **GENERAL**

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

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or markers. Surfaces to receive application of paint temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

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

## **TEMPORARY LANELINE AND CENTERLINE DELINEATION**

When lanelines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (180 days or less) in "Prequalified and Tested Signing and Delineation

Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (180 days or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary lane or centerline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 24 feet and shall be used for a maximum of 14 days on lanes opened to public traffic. Before the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed before opening the lanes to public traffic. W20-1 (ROAD WORK AHEAD) signs shall be installed from 1,000 feet to 2,000 feet in advance of "no passing" zones. R4-1 (DO NOT PASS) signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. R4-2 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

#### **TEMPORARY EDGELINE DELINEATION**

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the project site to maintain the cones or delineators during the hours of the day that the portable delineators are in use.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in "Pavement Markers" of these special provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (36 inch) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic as determined by the Engineer.

#### **TEMPORARY TRAFFIC STRIPE (PAINT)**

The painted temporary traffic stripe shall be complete in place for the edgeline at the location shown on the plans before opening the traveled way to public traffic. Removal of painted temporary traffic stripe will not be required for any area which is overlaid with HMA or obliterated in subsequent stages of the project.

Temporary painted traffic stripe shall conform to the provisions in Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications. At the option of the Contractor, either one or 2 coats shall be applied regardless of whether on new or existing pavement.

#### **TEMPORARY PAVEMENT MARKERS**

Temporary pavement markers shall be applied complete in place before opening the traveled way to public traffic.

Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (180 days or less) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

Retroreflective pavement markers conforming to the provisions in may be used in place of temporary pavement markers for long term day/night use (180 days or less) except to simulate patterns of broken traffic stripe. Placement of the retroreflective pavement markers used for temporary pavement markers shall conform to the provisions in "Pavement Markers" of these special provisions except the waiting period provisions before placing the pavement markers on new hot mix asphalt surfacing as specified in Section 85-1.06, "Placement," of the Standard Specifications shall not apply and epoxy adhesive shall not be used to place pavement markers in areas where removal of the pavement markers will be required.

## **MEASUREMENT AND PAYMENT**

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

Full compensation for maintaining and removing temporary traffic stripe (paint) shall be considered as included in the contract prices paid for the items of work that need to be maintained and no separate payment will be made therefor.

Temporary pavement markers shown on the plans will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the Standard Specifications.

Full compensation for maintaining and removing temporary pavement markers shall be considered as included in the contract prices paid for the items of work that need to be maintained and no separate payment will be made therefor.

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

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation not shown on the plans shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor. The quantity of channelizers used as temporary edgeline delineation will not be included in the quantity of channelizer (surface mounted) to be paid for.

### **10-1.16 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

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

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

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

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

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

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

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

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/listing.cfm?code=workzone)

The Department also maintains this list at:

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

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

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

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

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

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

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

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

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

Full compensation for furnishing, installation, maintaining during construction, and removal of tubular markers and/or channelizers shall be considered as paid for under Traffic Control System and no additional compensation shall be allowed therefor.

**10-1.17 CONSTRUCTION AREA SIGNS**

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

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

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

Orange background on construction area signs shall be fluorescent orange.

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

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

Notification Center	Telephone Number
Underground Service Alert	811

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

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

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

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, replacing, and disposing of construction area signs, as shown on



the stage construction plans, as specified in these special provisions and as directed by the Engineer shall be included in the contract lump sum price paid for "Construction Area Signs", and no additional compensation will be allowed therefor.

## **10-1.18 PORTABLE CHANGEABLE MESSAGE SIGNS**

### **GENERAL**

#### **Summary**

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

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

#### **Definitions**

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

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

#### **Submittals**

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

#### **Quality Control and Assurance**

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

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

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

### **MATERIALS**

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

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

### **CONSTRUCTION**

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

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

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

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

1. Each stationary lane closure
2. Each shoulder closure
3. Each speed reduction zone

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

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

Remove portable changeable message sign when not in use.

Portable Changeable Message Signs shall be in place and operational seven (7) days in advance of any work affecting public traffic. Remove portable changeable message sign when not in use.

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

## **MEASUREMENT AND PAYMENT**

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

### **10-1.19 MAINTAINING TRAFFIC**

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

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

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

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

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday

falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 5 minutes. After each stoppage, all accumulated traffic for that direction shall pass through the work zone before another stoppage is made.

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

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

When work vehicles or equipment are parked within 6 feet of a traffic lane to perform active construction, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

When lane closures are permitted, a minimum of one paved traffic lane, not less than 11 feet wide, shall be open for use by public traffic.

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

<b>Chart No. 1 – PLEASANT VALLEY ROAD AT OAK HILL ROAD</b>																								
<b>Two-Lane Conventional Highway Lane Requirements</b>																								
Location:																								
a.m.											p.m.													
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Fridays									2	2	R	R	R	R	R	2	2	2	2	2	2			
Saturdays										R	R	R	R	R	R	R	2	2						
Sundays										R	R	R	R	R	R	R	2	2						
Day before designated legal holiday									2	2	R	R	R	R	R	2	2	2	2	2	2			
<b>Legend:</b>																								
R	A minimum of one paved traffic lane, not less than 11 feet wide, shall be open for use by public traffic (Reversing Control). Maximum time limit to hold traffic at Reverse traffic conditions shall be 5 minutes.																							
2	A minimum of two paved traffic lanes shall be open for use by public traffic. (One lane not less than 11 feet wide in each direction of travel) except as provided for in these special provisions.																							
	No work that interferes with public traffic will be allowed.																							
	REMARK: Contractor shall coordinate with School Districts of these special provisions for hours schools are in session and required notification.																							

When construction operations are not actively in progress, not less than 2 lanes, 11 feet wide with in each direction of travel (existing roadway) shall be open to public traffic.

All lane closures associated with the Work shall be in accordance with the lane closure chart in this section.

No work may take place on a legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer in charge, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer in charge has approved the deviations in writing. Other modifications will be made by the contract change order.

Traffic control shifts must be in conformance with Caltrans Standard Plan T-13.

Prior to the beginning of any construction work the traffic control signs in accordance with the Traffic Control Plan shall be in place.

Access to all residences shall be maintained at all times.

The Contractor shall provide, at all times, access for emergency, law-enforcement, and other essential vehicles to the limits of, and safe passage through the construction area.

Contractor shall submit staging and traffic control plans for approval by the Engineer whenever Contractor's operations require a change in vehicular traffic as mentioned in "Traffic Control System for Lane Closures" of these special provisions.

Contractor must provide written notice to the following adjacent school districts at least one (1) week prior to any lane closures, construction staging or any work that may affect traffic or pedestrians through the construction area:

**El Dorado Union High School District**  
**Union Mine High School**

6530 Koki Lane  
El Dorado, CA 95623  
Principal: Tony DeVille  
530-621-4003, ext. 4120  
<http://umhs.eduhsd.k12.ca.us>

**Mother Lode Union Elementary School**  
**District**

**Charles F. Brown Elementary**  
6520 Oak Dell Rd  
El Dorado, CA 95623  
Principal: Ed Watkins  
530-622-5775  
[www.mlusd.net/cbschool.php](http://www.mlusd.net/cbschool.php)

**El Dorado Union High School District**  
**Shenandoah High School**

6540 Koki Lane  
El Dorado, CA 95623  
Principal: Debbie Hanson  
530-622-6212  
[www.shenandoahhigh.org](http://www.shenandoahhigh.org)

Full compensation for maintaining traffic as shown on the plans, as specified in these special provisions and as directed by the Engineer shall be included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

**10-1.20 CLOSURE REQUIREMENTS AND CONDITIONS**

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

## **CLOSURE SCHEDULE**

A written schedule of planned closures for the next week period, defined as Sunday noon through the following Sunday noon, shall be submitted by noon each Monday. A written schedule shall be submitted before the anticipated start of any operation that will:

1. Reduce horizontal clearances, traveled way, including shoulders, to two lanes or less due to such operations as temporary barrier placement and paving

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

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

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

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

## **CONTINGENCY PLAN**

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

## **LATE REOPENING OF CLOSURES**

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

## **COMPENSATION**

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

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

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

#### **10-1.21 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

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

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

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

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

Additional advance flaggers will be required.

Utilizing a pilot car will be at the option of the Contractor. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 25 miles per hour.

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

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

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

#### **10-1.22 CHANNELIZER**

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

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

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

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, replacing, and disposing of channelizer, as shown on the stage construction plans, as specified in these special provisions and as directed by the Engineer shall be included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

### **10-1.23      PROGRESS SCHEDULE**

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

The first paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications is replaced with the following:

“The Contractor shall submit to the Engineer a practicable progress schedule within 7 calendar days of the approval of the contract, and within 10 working days of the Engineer’s written request at any other time.”

Progress schedule will be paid for at a lump sum price. The contract lump sum price paid for “Progress Schedule” includes full compensation for furnishing all labor, material, tools, equipment, and incidentals, including computer software, and for doing all the work involved in preparing, furnishing, and updating schedules, and instructing and assisting the Engineer in the use of computer software, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.24      MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

### **10-1.25      CLEARING AND GRUBBING**

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

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

Removing and disposing of existing fence shown on the plans, shall be removed and disposed of outside roadway right of way as part of clearing and grubbing and no additional compensation will be allowed therefor.

Removing and disposing of the pipe culvert, at Oak Hill Road as shown on the plans, shall be removed and disposed of as part of the clearing and grubbing and no additional payment will be allowed therefor. The existing cross culvert pipe (crossing Oak Hill Road) shall be cleaned from debris and shall be washed by pressure water as part of clearing and grubbing.

Trees shown to be removed on plan sheet L-1 on property labeled APN 098-160-03 as shown on sheet CD-1 (also recognized as the Pleasant Oak Baptist Church) and others that are greater than 4 inches in diameter as directed by the Engineer will be cut to one foot above ground line, trimmed and placed within the new church property line. Removal and all other work associated with these trees (including stump separation and disposal) shall be paid for as Extra Work at Force Account.

Removal of trees shown elsewhere on the plans and as required per Clearing and Grubbing shall be part of clearing and grubbing and no additional payment will be paid therefor.

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

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

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

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

Full compensation for demolition, removal and disposal of vegetation, and removal of items not covered by separate bid items including full compensation for furnishing all labor, materials, tools equipment, and incidentals for doing all the work involved, shall be considered as included in the contract lump sum price paid for Clearing and Grubbing and no additional compensation will be allowed therefor.

#### **10-1.26 EARTHWORK**

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

Attention is directed to "Bird Protection" and "Order of Work" of these Special Provisions and the Standard Specifications.

Contractor shall do preconstruction survey for existing underground utilities before excavation.

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

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.25-foot before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

You are advised that you may encounter hard rock at the project site. As a result, prospective Bidder's may choose to drill test bore holes where so desired within the project boundaries. Prior to drilling of bore holes, the prospective Bidder will be required to obtain an Encroachment Permit, fee-waived, from the County of El Dorado, available at: 2850 Fairlane Court, Placerville, California 95667.

You are advised that hard rock likely exists that will require alternative excavation techniques, including but not limited to the use of hydraulic rock breaking equipment, coring (for drilling operations), and /or chemical splitting agents. Payment for excavating any hard rock as described herein during the course of performing work under any contract item shall be considered paid for under the contract item that necessitates the excavation, and no additional compensation shall be provided therefor.

Reinforcement or metal attached to reinforced concrete rubble placed in embankments shall not protrude above the grading plane. Prior to placement within 2 feet below the grading plane of embankments, reinforcement or metal shall be trimmed to no greater than 3/4 inch from the face of reinforced concrete rubble. Full compensation for trimming reinforcement or metal shall be considered as included in the contract prices paid per cubic yard for the types of excavation shown in the Engineer's and no additional compensation will be allowed therefor.

The quantity of roadway excavation in the Engineer's Estimate is designated as final pay.



## **10-1.27 EXISTING HIGHWAY FACILITIES**

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

### **REMOVE FENCE**

Existing fence, including post footings which conflicts with cleaning and paving existing ditch on the north side of Pleasant Valley Road, shall be removed and disposed of.

Attention is directed to Section 16, "Clearing and Grubbing," and Section 19 "Earthwork" of the Standard Specifications and these special provisions.

Full compensation for removal of fence with metal and wood post including backfilling and compacting post holes shall be considered as included in the contract price paid as Clearing and Grubbing and no additional payment will be made therefor.

### **ADJUST WATER VALVE COVER**

There exist several valve covers in the paving areas. Valve covers shall be located and marked during paving process. You shall coordinate and provide access to El Dorado Irrigation District (EID) personnel to adjust valve covers during and at the completion of paving process.

Full compensation for coordinating with EID for adjusting water valves shall be considered as included in contract items of work involved and no separate payment will be made therefor.

### **REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING**

This work includes removing existing traffic stripe and pavement marking at the locations shown on the plans.

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

Waste residue from removal of thermoplastic and painted traffic stripe and pavement marking is a non-hazardous waste residue and contains lead in average concentrations less than 1000 mg/kg total lead and 5 mg/L soluble lead. This waste residue does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs and is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Full compensation for removing and disposing of traffic stripe and pavement marking shall be considered as included in contract items of work involved and no separate payment will be made therefor.

### **REMOVE PAVEMENT MARKER**

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

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

### **REMOVE DRAINAGE FACILITY**

Existing pipe culvert, where shown on the plans to be cut and removed, shall be completely removed and disposed of. End of the pipe remaining in place shall be zinc coated.

Existing pipe culverts, inlets, headwalls and endwalls, where any portion of these structures is within 3 feet of the grading plane in excavation areas, or within one foot of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of.

Full compensation for cutting, removing and disposing of existing pipe culverts shall be considered as included in the contract lump sum price paid for Clearing and Grubbing and no additional compensation will be allowed therefor.

### **REMOVE ROADSIDE SIGN**

Existing roadside signs, at those locations shown on the plans to be removed, shall be removed and disposed of.

Sign panels shown on the plans shall be replaced and salvaged. Wood posts shall be removed and disposed of.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Sign shall be relocated as shown on the plans and as directed by the Engineer.

Full compensation for salvaging sign panels shall be considered as included in the contract unit price paid for Remove Roadside Sign and no separate payment will be made therefor.

Salvaged sign panels shall be delivered to:

El Dorado County D.O.T. Sign Shop  
2441 Headington Rd.  
Placerville CA 95667

48 hour prior to hauling, contractor shall contact Darryl Brown at 530.642.4919 to coordinate delivery.

### **RELOCATE SIGN**

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

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

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

Full compensation for removing and relocating signs shall be considered as included in the contract unit price paid for Relocate Sign and no separate payment will be made therefor.

### **RELOCATE MAILBOX**

During construction operations, the mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but shall be accessible for delivery at all times. During construction, the mailboxes shall be installed on posts set in the ground or the mailboxes may be installed on temporary supports approved by the Engineer.

When construction is complete, the mailboxes shall be installed in the final position on new redwood posts or new concrete pad.

Redwood posts shall conform to the provisions for sign posts in Section 56-2.02B, "Wood Posts," of the Standard Specifications.

The space around the posts shall be backfilled with earthy material. The backfill material shall be placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted in conformance with the provisions in Section 56-2.03, "Construction", of the Standard Specifications.

Existing posts, mounts, and hardware 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.

A multiple-box installation shall consist of 2 or more mailboxes installed on a single post. Each multi-box installation shall be considered as single units for payment purposes.

Newspaper boxes on individual posts will be considered as mailboxes for measurement and payment.

Newspaper boxes attached to existing mailbox posts shall be removed and fastened to the new mailbox posts and no separate payment will be made therefor.

Full compensation for disposing of existing posts, mounts, and hardware; moving and maintaining the mailboxes (regardless of the number of moves required); and for furnishing new posts, concrete pad, planks, and hardware shall be considered as included in the contract unit price paid for Relocate Mailbox and no additional compensation will be allowed therefor.

### **RESET MAILBOX**

During construction operations, the mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but shall be accessible for delivery at all times. During construction, the mailboxes shall be installed on posts set in the ground or the mailboxes may be installed on temporary supports approved by the Engineer.

When construction is complete, the mailboxes shall be installed in the final position on new redwood posts or new concrete pad.

Redwood posts shall conform to the provisions for sign posts in Section 56-2.02B, "Wood Posts," of the Standard Specifications.

The space around the posts shall be backfilled with earthy material. The backfill material shall be placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted in conformance with the provisions in Section 56-2.03, "Construction", of the Standard Specifications.

Existing posts, mounts, and hardware 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.

A multiple-box installation shall consist of 2 or more mailboxes installed on a single post. Each multi-box installation shall be considered as single units for payment purposes.

Newspaper boxes on individual posts will be considered as mailboxes for measurement and payment.

Newspaper boxes attached to existing mailbox posts shall be removed and fastened to the new mailbox posts and no separate payment will be made therefor.

Full compensation for disposing of existing posts, mounts, and hardware; moving and maintaining the mailboxes (regardless of the number of moves required); and for furnishing new posts, concrete pad, planks, and hardware shall be considered as included in the contract unit price paid for Reset Mailbox and no additional compensation will be allowed therefor.

## **10-1.28 AGGREGATE BASE**

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

Aggregate base must be Class 2.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

## **10-1.29 HOT MIX ASPHALT**

### **GENERAL**

#### **Summary**

This work includes producing and placing hot mix asphalt (HMA) Type A using the Method process. This work also includes producing HMA type A for miscellaneous areas, HMA overside drain, and HMA dike.

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

### **MATERIALS**

#### **Asphalt Binder**

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-16.

#### **Aggregate**

The aggregate for HMA Type A for asphalt concrete pavement and overlay must comply with ¾" grading.

### **CONSTRUCTION**

#### **Vertical Joints**

If you perform half-width paving, at the end of each day's work the distance between the ends of adjacent surfaced lanes must not be greater than can be completed in the following day of normal paving.

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

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic.

#### **Widening**

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

#### **Conform Tapers**

Place shoulder conform tapers concurrently with the adjacent lane's paving.

Place additional HMA along the pavement's edge to conform to road connections and private drives. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

The Contractor must meet the straightedge test criteria after overlaying those areas of the existing pavement that currently meet the straightedge test criteria and after overlaying the areas to be cold planed. Portions of the existing road may not currently meet the straightedge test criteria and will not meet these criteria after the overlay is placed. The Contractor shall identify and notify the Engineer of those areas that do not and will not meet the straightedge test criteria.

### **10-1.30 HOT MIX ASPHALT (MISCELLANEOUS AREAS)**

#### **GENERAL**

##### **Summary**

This work includes placing hot mix asphalt (HMA) on miscellaneous areas.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications. The aggregate for HMA on miscellaneous areas and for HMA dikes shall comply with the ½" grading. The asphalt binder shall be PG 70-10 unless otherwise approved by the Engineer.

#### **MEASUREMENT AND PAYMENT**

Place hot mix asphalt in miscellaneous area.

Full compensation for tack coat for miscellaneous areas is considered as included in the contract price paid per ton for the hot mix asphalt used in miscellaneous areas and no separate payment will be made therefor.

### **10-1.31 COLD PLANE ASPHALT CONCRETE PAVEMENT**

#### **GENERAL**

##### **Summary**

This work includes cold planing existing asphalt concrete pavement.

##### **Sequencing and Scheduling**

Schedule cold planing activities so that not more than 3 days elapses between the time the pavement is cold planed and the HMA is placed.

#### **MATERIALS**

HMA for temporary tapers must be of the same quality as the HMA used elsewhere on the project.

#### **CONSTRUCTION**

##### **General**

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

## **Cold Planing Equipment**

Cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the only available cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane until the Engineer approves your request.
2. Equipped with automatic controls to control the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and 1 piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation.
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

## **Grade Control and Surface Smoothness**

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

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

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

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

## **Temporary HMA Tapers**

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

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

## **Disposal of Planed Material**

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

The Contractor shall submit to the Engineer a Debris and Dust Removal Plan for acceptance 14 days prior to beginning cold plane operations. The Debris and Dust Removal Plan shall be a written detail of how the Contractor proposes to remove and control debris and dust during and after cold plane operations, including number and type of equipment used and timing of the operations on a daily basis, and shall include the contact information for the Contractor's Claim or Loss Control Agent.

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

**MEASUREMENT AND PAYMENT**

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

The contract price paid per square yard for Cold Plane Asphalt Concrete Pavement includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material outside right of way, including constructing, maintaining, removing temporary HMA tapers if applicable, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

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

**10-1.32 SHOULDER BACKING**

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

Shoulder backing material shall be clean and free from organic matter and other deleterious substances. Shoulder backing may include any combination of broken stone, crushed gravel, natural rough-surfaced gravel. Shoulder backing material shall conform to the following grading requirements:

**Shoulder Backing Grading Requirements**

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

Sand Equivalent for shoulder backing material shall be from 10 to 35 determined in conformance with California Test 217.

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

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

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

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

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

Note:

<sup>a</sup> Applies to material retained on No. 4 sieve only

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

The areas where shoulder backing is to be constructed shall be cleared of weeds, grass, and debris. Removed weeds, grass, and debris shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

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

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

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

Quantities of Import Material (shoulder backing) will be paid as final in accordance with the quantity shown in the Proposal Pay Items and Bid Price Schedule.

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



**10-1.33 EROSION CONTROL (TYPE D)**

**GENERAL**

**Summary**

This work includes removing and disposing of weeds and applying erosion control materials including seed, fiber, commercial fertilizer, organic fertilizer, straw, and tackifier to erosion control (Type D) areas shown on the plans.

Comply with Section 20-3, "Erosion Control," of the Standard Specifications.

If notified by the Engineer that an area is ready to receive erosion control materials, start erosion control (Type D) work within 5 business days of the Engineer's notification to perform the work.

The Engineer will designate the ground location of all erosion control (Type D) areas in increments of one acre or smaller by directing the placing of stakes or other suitable markers. Furnish all tools, labor, materials, and transportation required to adequately mark the various erosion control (Type D) locations.

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

**MATERIALS**

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications, and these special provisions.

**Seed**

Seed must comply with provisions in Section 20-2.10, "Seed," of the Standard Specifications, and these special provisions.

Seed not required to be labeled under the California Food and Agricultural Code must be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists. Measure and mix individual seed species in the presence of the Engineer.

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

Seed must comply with the following:

Seed		
Botanical Name (Common Name)	Percent Germination (Minimum)	Pounds Pure Live Seed Per Acre (Slope Measurement)
Trifolium hirtum hykon (Rose Clover)	60	32
	Total	

Applicable when numbers below are shown after a Botanical Name/(Common Name) above:

<sup>1</sup>Seed produced in California only.

## **SEED SAMPLING SUPPLIES**

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

### **Commercial Fertilizer**

Commercial fertilizer must comply with provisions in Section 20-2.02, "Commercial Fertilizer," of the Standard Specifications, and these special provisions.

Commercial fertilizer must have a guaranteed chemical analysis within 10 percent of 16 percent nitrogen, 20 percent phosphoric acid and 0 percent water soluble potash.

### **STRAW**

Straw must comply with provisions in Section 20-2.06, "Straw," of the Standard Specifications, and these special provisions.

Straw must be one of the following:

1. Wheat
2. Barley
3. Wheat and barley
4. Wheat or barley
5. Rice

Wheat and barley straw must be derived from irrigated crops.

Straw must be free of plastic, glass, metal, rocks, and refuse or other deleterious material.

### **TACKIFIER**

Comply with the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Tackifier must be one of the following:

1. Guar (plant based)
2. Psyllium (plant based)
3. Starch (plant based)
4. Polymeric emulsion blend

Tackifier must comply with the following:

1. Nonflammable
2. Nontoxic to aquatic organisms
3. Free from growth or germination inhibiting factors

4. Either a plant-based product or a polymeric-emulsion blend

Tackifier classified as a plant-based product must be:

1. Natural high molecular weight polysaccharide
2. High viscosity hydrocolloid that is miscible in water
3. Functional for at least 180 days
4. Labeled as either guar, psyllium, or starch

Guar must be:

1. Gum-based product derived from the ground endosperm of the guar plant, *Cyamopsis tetragonolobus*
2. Treated with dispersant agents for easy mixing
3. Able to be diluted at the rate of 1 to 5 pounds per 100 gallons of water

Psyllium must be:

1. Made of the finely ground muciloid coating of *Plantago ovata* or *Plantago ispaghula* seeds
2. Able to dry and form a firm but rewettable membrane

Starch must be nonionic, water-soluble granular material derived from corn, potato, or other plant-based source.

Tackifier classified as polymeric emulsion blend must be:

1. Liquid or dry powder formulation
2. Anionic with a residual monomer content that is at most 0.05 percent by weight
3. Functional for at least 180 days
4. Prepackaged product labeled as containing one of the following as the primary active ingredient of the polymeric emulsion blend:
  - 4.1. Acrylic copolymers and polymers
  - 4.2. Polymers of methacrylates and acrylates
  - 4.3. Copolymers of sodium acrylates and acrylamides
  - 4.4. Polyacrylamide (PAM) and copolymer of acrylamide
  - 4.5. Hydrocolloid polymers

## **Fiber**

Fiber must comply with "Erosion Control (Type D)" of these special provisions.

Fiber must be:

1. Free from lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach
2. Free from synthetic or plastic materials
3. At most 7 percent ash

Wood fiber must be:

1. Long strand, whole wood fibers, thermo-mechanically processed from clean, whole wood chips
2. Not made from sawdust, cardboard, paper, or paper byproducts
3. At least 25 percent of fibers 3/8 inch long
4. At least 40 percent held on a No. 25 sieve

Cellulose fiber must be made from natural or recycled pulp fiber, such as wood chips, sawdust, newsprint, chipboard, corrugated cardboard, or a combination of these materials.

Alternate fiber must be:

1. Long strand, whole natural fibers made from clean straw, cotton, corn, or other natural feed stock
2. At least 25 percent of fibers 3/8 inch long
3. At least 40 percent held on a No. 25 sieve

### **Coloring Agent**

Use a biodegradable, nontoxic coloring agent free from copper, mercury, and arsenic.

## **CONSTRUCTION**

### **Site Preparation**

Immediately before applying seed to erosion control (Type D) areas, remove trash and debris and weeds.

Removed weeds must 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.

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

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 2 inches in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

### **Application**

Apply erosion control (hydroseed) materials in separate applications in the following sequence:

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

Material	Pounds Per Acre (Slope Measurement)
Seed	
Fiber	
Commercial Fertilizer	
Organic Fertilizer	

- Apply straw at the rate of \_\_ tons per acre based on slope measurements. Incorporation of straw will not be required. Distribute straw evenly without clumping or piling.
- Apply the following mixture with hydroseeding equipment at the corresponding rates:

Material	Pounds Per Acre (Slope Measurement)
Fiber	
Commercial Fertilizer	
Organic Fertilizer	
Tackifier	

The ratio of total water to total tackifier in the mixture must be as recommended by the manufacturer.

Seed may be dry applied at the total rate specified in the preceding table for small areas not accessible by the hydroseeding equipment if approved by the Engineer. Dry-applied seed must be incorporated into the soil a maximum depth of 1/4 inch by raking or dragging.

Hydraulic application of erosion control (Type D) materials for rolled erosion control product (netting) areas must be applied by hose, from the ground. Erosion control (Type D) materials must be applied onto the slope face such that the materials are well integrated into the rolled erosion control product (netting) and in contact with ground surface. Application must be perpendicular to the slope face such that rolled erosion control product (netting) materials are not damaged or displaced.

Once straw work is started in an area, complete tackifier applications in that area within the same work shift.

The Engineer may change the rates of erosion control (Type D) materials to meet field conditions.

For any area where erosion control (Type D) materials are to be applied, the application of all erosion control (Type D) materials to be applied to that area must be completed within 72 hours from when the first materials were applied.

## MEASUREMENT AND PAYMENT

Erosion control (Type D) will be measured by the square yard. The area will be calculated on the basis of actual or computed slope measurements.

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

### 10-1.34 CORRUGATED STEEL PIPE

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

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

Contract price paid per linear foot for Corrugated Steel Pipe includes two (2) culvert delineators and no separate compensation will be allowed.

#### **10-1.35 MISCELLANEOUS FACILITIES**

Steel flared end section shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications and these special provisions.

Steel flared end sections will be measured by units determined by actual count in the field.

#### **10-1.36 OVERSIDE DRAIN**

Hot mix asphalt overside drains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications.

#### **10-1.37 SLOPE PROTECTION**

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

Full compensation for furnishing and installing slope protection fabric (class 10) is included in the contract price paid per cubic yard for Rock Slope Protection (Backing No.2, Method B) and no separate payment will be made therefor.

#### **10-1.38 ROADSIDE SIGNS**

Roadside signs shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the County of El Dorado Design and Improvement Standards Manual, revised March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual, the MUTCD, the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

Sign substrate material shall be 0.080-inch thick sheet aluminum.

Roadside signs shall include Culvert Delineator, per Caltrans Standard Plan A73B.

The Contractor shall furnish roadside sign panels in conformance with the provisions in "Furnish Sign" of these special provisions.

Sign panel fastening hardware shall be per California Department of Transportation standard plan RS2 except that 5/16" hexhead bolt will be replaced with a 5/16" carriage bolt. The washer directly behind the carriage bolt will be a 7/16" metal washer. The top bolt of each panel will be fastened with a Hawkins M2G-VP56N theft proof nut. The fiber washer will be replaced with a neoprene washer.

Strap and saddle bracket sign fastening hardware shall be per California Department of Transportation standard plan RS4.

Where object markers are required to be mounted on the roadside sign post, they shall be considered to be sign panels for purposes of payment.

Wood posts: Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper

naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate.

**Metal Posts:** Posts are to be hot rolled flanged channel galvanized per ASTM A123 and the provisions in Section 75-1.05, "Galvanizing," of the Standard Specifications, finish and intended to be used as supports of signs.

**Material:** Posts shall be produced from ASTM Designation A36.

**Weight:** The weight of the sign post before holes are punched shall be 2.00 lbs/ft as specified. The weight tolerance shall be plus or minus 3½%.

**Length:** The length of the sign post shall be with a tolerance of plus or minus 1.00 inch. One end to be tapered for easy installation.

**Punching:** Posts shall have a minimum of 6 feet of punched 0.375" diameter holes at 1.00" on center. First holes to be 1.00" from top of post and bottom pointed.

Object markers, sign panels and posts for roadside signs shall be provided by the Contractor and shall conform to these special provisions.

### **10-1.39 FURNISH SIGN**

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

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

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

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

[http://mutcd.fhwa.dot.gov/ser-shs\\_millennium.htm](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.

All permanent signs shall be 0.08 inch aluminum panels.

### **QUALITY CONTROL FOR SIGNS**

The requirements of "Quality Control for Signs" in this section shall not apply to construction area signs.

No later than 14 days before sign fabrication, the Contractor shall submit a written copy of the quality control plan for signs to the Engineer for review. The Engineer will have 10 days to review the quality control plan. Sign fabrication shall not begin until the Engineer approves the Contractor's quality control plan in writing. The Contractor shall submit to the Engineer at least 3 copies of the approved quality control plan. The quality control plan shall include, but not be limited to the following requirements:

- A. Identification of the party responsible for quality control of signs,
- B. Basis of acceptance for incoming raw materials at the fabrication facility,
- C. Type, method and frequency of quality control testing at the fabrication facility,
- D. List (by manufacturer and product name) of process colors, protective overlay film, retroreflective sheeting and black non-reflective film,
- E. Recommended cleaning procedure for each product, and
- F. Method of packaging, transport and storage for signs.

No legend shall be installed at the project site. Legend shall include letters, numerals, tildes, bars, arrows, route shields, symbols, logos, borders, artwork, and miscellaneous characters. The style, font, size, and spacing of the legend shall conform to the Standard Alphabets published in the FHWA Standard Highway Signs Book. The legend shall be oriented in the same direction in accordance with the manufacturer's orientation marks found on the retroreflective sheeting.

On multiple panel signs, legend shall be placed across joints without affecting the size, shape, spacing, and appearance of the legend. Background and legend shall be wrapped around interior edges of formed panel signs as shown on plans to prevent delamination.

The following notation shall be placed on the lower right side of the back of each sign where the notation will not be blocked by the sign post or frame:

- A. PROPERTY OF COUNTY OF EL DORADO,
- B. Name of the sign manufacturer,
- C. Month and year of fabrication,
- D. Type of retroreflective sheeting, and
- E. Manufacturer's identification and lot number of retroreflective sheeting.

The above notation shall be applied directly to the aluminum sign panels in 1/4-inch upper case letters and numerals by die-stamp and applied by similar method to the fiberglass reinforced plastic signs. Painting, screening, or engraving the notation will not be allowed. The notation shall be applied without damaging the finish of the sign.

Signs with a protective overlay film shall be marked with a dot of 3/8 inch in diameter. The dot placed on white border shall be black, while the dot placed on black border shall be white. The dot shall be placed on the lower border of the sign before application of the protective overlay film and shall not be placed over the legend and bolt holes. The application method and exact location of the dot shall be determined by the manufacturer of the signs.

For sign panels that have a minor dimension of 48 inches or less, no splice will be allowed in the retroreflective sheet except for the splice produced during the manufacturing of the retroreflective sheeting. For sign panels that have a minor dimension greater than 48 inches, only one horizontal splice will be allowed in the retroreflective sheeting.

Unless specified by the manufacturer of the retroreflective sheeting, splices in retroreflective sheeting shall overlap by a minimum of one inch. Splices shall not be placed within 2 inches from edges of the panels. Except at the horizontal borders, the splices shall overlap in the direction from top to bottom of the sign to prevent moisture penetration. The retroreflective sheeting at the overlap shall not exhibit a color difference under the incident and reflected light.



Signs exhibiting a significant color difference between daytime and nighttime shall be replaced immediately.

Repairing sign panels will not be allowed except when approved by the Engineer.

The Department will inspect signs at the Contractor's facility and delivery location, and in accordance with Section 6, "Control of Materials," of the Standard Specifications. The Engineer will inspect signs for damage and defects before and after installation.

Regardless of kind, size, type, or whether delivered by the Contractor or by a common carrier, signs shall be protected by thorough wrapping, tarping, or other methods to ensure that signs are not damaged by weather conditions and during transit. Signs shall be dry during transit and shipped on pallets, in crates, or tier racks. Padding and protective materials shall be placed between signs as appropriate. Finished sign panels shall be transported and stored by method that protects the face of signs from damage. The Contractor shall replace wet, damaged, and defective signs.

Signs shall be stored in dry environment at all times. Signs shall not rest directly on the ground or become wet during storage. Signs, whether stored indoor or outdoor, shall be free standing. In areas of high heat and humidity signs shall be stored in enclosed climate-controlled trailers or containers. Signs shall be stored indoor if duration of the storage will exceed 30 days.

Screen processed signs shall be protected, transported and stored as recommended by the manufacturer of the retroreflective sheeting.

When requested, the Contractor shall provide the Engineer test samples of signs and materials used at various stages of production. Sign samples shall be 12" x 12" in size with applied background, letter or numeral, and border strip.

The Contractor shall assume the costs and responsibilities resulting from the use of patented materials, equipment, devices, and processes for the Contractor's work.

## **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.

**MEASUREMENT AND PAYMENT**

The contract price paid for Roadside Sign (One Post) of the types specified 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 fabricating and furnishing the signs, including fastening hardware, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10-1.40 MARKERS AND DELINEATORS**

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

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

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

**10-1.41 THERMOPLASTIC PAVEMENT MARKING**

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

For each batch of thermoplastic material for pavement markings, the Contractor shall submit to the Engineer:

1. Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications
2. Department's Materials Engineering and Testing Services notification letter stating that the material is approved for use
3. Material Safety Data Sheet

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

Within 14 days of applying a thermoplastic pavement marking, the retroreflectivity of the pavement marking shall be a minimum of 250 millicandelas per square meter per lux for white, and 150 millicandelas per square meter per lux for yellow. The Contractor shall test the retroreflectivity under ASTM E 1710.

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

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

#### **10-1.42 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)**

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

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

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

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

Sprayable thermoplastic material shall be applied to the pavement at a minimum thickness of 0.039-inch and a minimum rate of 0.13-lb/ft. The minimum application rate is based on a solid stripe of 4 inches in width.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 351° F and 401° F, unless a different temperature is recommended by the manufacturer.

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

Sprayable thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 4-inch wide yellow stripes, will be measured as one traffic stripe.

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

#### **10-1.43 PAVEMENT MARKERS**

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

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

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

#### **10-1.44 ROCK EXCAVATION**

Your attention is directed to the Geotechnical Engineering Study, including the log of borings, dated December 2006 and provided as supplemental information to the contract documents. The study results are based on a limited study area and may not be representative of the conditions Contractor may encounter outside of the specific area of study. You are advised that in areas throughout the project site, hard, non-rippable rock exists that will require alternative excavation techniques, including but not limited to the use of hydraulic rock breaking equipment, blasting (if allowed by the Contract Documents), coring (for drilling operations), and/or chemical splitting agents. Payment for excavating any hard rock as described herein during the course of performing work under any contract

item shall be considered paid for by the contract item that necessitates the excavation, and no additional compensation shall be provided therefor.

**SECTION 10.2. (BLANK)**

**SECTION 10.3 (BLANK)**

**SECTION 11. (BLANK)**

**SECTION 12. (BLANK)**

**SECTION 13. (BLANK)**

**SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_

\_\_\_\_\_

2. Address of joint venture \_\_\_\_\_

\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

\_\_\_\_\_

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_

\_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture.

\_\_\_\_\_

\_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_

\_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? \_\_\_\_

\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_  
\_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_  
\_\_\_\_\_

2. Marketing and sales \_\_\_\_\_  
\_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_  
\_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_  
\_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_  
\_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

**Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_

[Seal]  
Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_

[Seal]

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency

and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.



b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend

beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without

regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on

behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage

and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably

anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress,

expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety

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Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required Pleasant Valley Road at Oak Hill Road Intersection Improvements  
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to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other

needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

**This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a

participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.



f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**Minority Utilization Goals**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
	CA Sonoma	9.1
8720 Vallejo-Fairfield-Napa, CA		
CA Napa; CA Solano	17.1	
Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
	181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego
	Non-SMSA Counties CA Imperial	18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of El Dorado:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County of El Dorado's approval for this submitted information before you start work. The County of El Dorado credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of El Dorado and FHWA approves a program if one of the following is met:

1. It is calculated to:

- 1.1. Meet the your equal employment opportunity responsibilities
- 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of El Dorado reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

- 1. For on-site training
- 2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

- 2.1. Contribute to the cost of the training
- 2.2. Provide the instruction to the apprentice or trainee
- 2.3. Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

- 1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
- 2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

- 1. Copy of the program you will comply with in providing the training
- 2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

**APPENDIX A  
AMENDMENTS**

**AMENDMENTS ISSUE DATE:  
SECTIONS 1 THRU 8 AND 14 ISSUED 06-06-08  
SECTIONS 0, 9 THRU 13 AND 15 THRU 85, 88 THRU 95 ISSUED 01-20-12**

**SECTION 0 GLOBAL REVISIONS  
(Issued 01-20-12)**

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

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

Damages"		
Time extension due to an act of the Engineer or of the Department not contemplated by the contract	Time adjustment under Section 8-1.09B, "Time Adjustments"	--
Weakened plane joint	Contraction joint	--

## 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.
  - 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
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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.









- 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:





**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 fourth sentence of the second paragraph of Section 7-1.02, "Load Limitations," of the Standard Specifications is amended to read:

• Trucks used to haul treated base, portland cement concrete, or hot mix asphalt shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment.

Section 7-1.02, "Load Limitations," of the Standard Specifications is amended by adding the following paragraph after the 4th paragraph:

- Loads imposed on existing, new, or partially completed structures shall not exceed the load carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The compressive strength of concrete ( $f_c$ ) to be used in computing the load carrying capacity shall be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of  $f_c$  shown on the plans for that portion of the structure or 2.5 times the value of  $f_c$  (extreme fiber compressive stress in concrete at service loads) shown on the plans for portions of the structure where no  $f_c$  is shown

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:

#### **7-1.07 Lead Compliance Plan**

Section 7-1.07 applies if a bid item for a lead compliance plan is included in the Contract.

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit the plan at least 7 days before starting any activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including County employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 County employees.

The contract lump sum price paid for remove yellow traffic stripe and pavement marking includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and implementing the plan as specified in this section.

#### **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.



### **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.









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.

**In Section 20-2.10 delete the 8th, 9th, and 10th paragraphs.**

**In Section 20-3.04A delete the last paragraph.**



**(ii) Pre-qualification of Lime Sources**

Lime sources must be listed on the Department's pre-qualified products list. The list is available at the METS web site.

The pre-qualified list for lime sources describes the application procedures for inclusion on the list.

**(iii) Preparing Soil**

After you prepare an area for lime soil stabilization, test the soil to be stabilized every 500 cubic yards for relative compaction under California Test 231 and moisture content under California Test 226, and verify the surface grades.

**(iv) Applying Lime**

The Engineer determines the final application rate for each lime product proposed from the samples submitted. If the soil being stabilized changes, the Engineer changes the application rate. Based on California Test 373, the Engineer reports the application rates as the percent of lime by dry weight of soil. The Engineer provides the optimum moisture content determined under California Test 373 for each application rate.

Before applying lime, measure the temperature at the ground surface.

If lime in dry form is used, the Engineer verifies the application rate using the drop pan method once per 40,000 square feet stabilized, or twice per day, whichever is greater.

If lime in slurry form is used, report the quantity of slurry placed by measuring the volume of slurry in the holding tank once per 40,000 square feet stabilized, or twice per day, whichever is greater.

**(v) Mixing**

For each day of initial mixing, test the moisture content. Sample the material immediately after initial mixing.

Randomly test the adequacy of the final mixing with a phenolphthalein indicator solution.

During mixing operations, measure the ground temperature at full mixing depth.

After mixing and before compacting, determine maximum density under California Test 216 from composite samples of the mixed material and at each distinct change in material. Test the moisture content of the mixed material under California Test 226. Test the gradation for compliance with "Materials."

**(vi) Compaction**

Test relative compaction on a wet weight basis.

After initial compaction, determine in-place density under California Test 231 and moisture content under California Test 226 at the same locations. The testing frequency must be 1 test per 250 cubic yards of lime stabilized soil. Test in 0.50-foot depth intervals.

Before requesting to compact material in layers greater than 0.50 foot, construct a test strip in the production area and demonstrate the test strip passes compaction tests using the proposed thickness. The test strip must contain no more material than 1 day's production. The Engineer tests at not more than 0.50-foot depth intervals regardless of the thickness of your layers.

Construct test pads by scraping away material to the depth ordered by the Engineer. If a compaction test fails corrective action must include the layers of material already placed above the test pad elevation.

**(vii) Finish Grading**

Do not proceed with construction activities for subsequent layers of material until the Engineer verifies the final grades of the lime stabilized soil.

**(viii) Dispute Resolution**

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory

- A laboratory not currently employed by you or your lime producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed material for evaluation.

**24-1.02 MATERIALS**

**24-1.02A Lime**

Lime must comply with ASTM C 977 and the following:

<b>Lime</b>		
Quality Characteristic	ASTM	Specification
Available Calcium and Magnesium Oxide(min., %)	C 25 <sup>a</sup>	High Calcium Quicklime: CaO > 90 Dolomitic Quicklime: CaO > 55 and CaO + MgO > 90
Loss on ignition (max., %)	C 25	7 (total loss) 5 (carbon dioxide) 2 (free moisture)
Slaking rate	C 110	30 °C rise in 8 minutes

Notes:

<sup>a</sup> You may use ASTM C25 or ASTM C1301 and ASTM C1271.

A 0.5-pound sample of lime dry-sieved in a mechanical sieve shaker for 10 minutes ±30 seconds must comply with:

Sieve Sizes	Percentage Passing
3/8-inch	98-100

Slurry must:

- Be free of contaminants
- Contain at least the minimum dry solids
- Have uniform consistency

If you prepare lime slurry, prepare it at the jobsite.

**24-1.02B Water**

If available, use potable water. Inform the Engineer if a water source other than potable water is used. If not using potable water, water for mixing soil and lime must:

- Contain no more than 650 parts per million of chlorides as Cl, and no more than 1,300 parts per million of sulfates as SO<sub>4</sub>
- Not contain an amount of impurities that will cause a reduction in the strength of the stabilize soil

**24-1.02C Mixed Material**

Take a composite sample from 5 random locations after initial mixing. The moisture content of the composite sample tested under California Test 226 must be a minimum of 3 percent greater than optimum. Determine the

moisture versus density relationship of the composite sample material determined under California Test 216, except Part 2, Section E, Paragraph 6 is modified as follows:

After adjustment of the moisture content, compact each of the remaining test specimens in the mold, then record the water adjustment, tamper reading, and the corresponding adjusted wet density from the chart on Table 1 using the column corresponding to the actual wet weight of the test specimen compacted. Note each of these wet weights on Line I.

The mixed material before compaction excluding rock must comply with:

Sieve Sizes	Percentage Passing
1"	98 - 100
No. 4	60 - 100

#### 24-1.02D Curing Treatment

Curing treatment may be any of the following:

1. Water cure
2. Curing seal
3. Moist material blanket

Curing seal must be SS or CSS grade asphaltic emulsion under Section 94, "Asphaltic Emulsions."

#### 24-1.03 CONSTRUCTION

##### 24-1.03A General

If using different types of lime or lime from more than one source, do not mix them. The Engineer determines separate application rates.

Deliver lime in full loads unless it is the last load needed for a work shift.

Apply lime at ground temperatures above 35 °F. Do not apply lime if you expect the ground temperature to drop below 35 °F before you complete mixing and compacting.

During mixing, maintain the in-place moisture of the soil to be stabilized a minimum 3 percent above the optimum moisture determined under California Test 216 as modified in "Mixed Material." During compaction and finish grading, add water to the surface to prevent drying until the next layer of mixed material is placed, or until you apply curing treatment.

Scarify the surface of lime stabilized soil at least 2 inches between each layer. Do not scarify the final surface of the lime stabilized soil.

Between the time of applying lime and 3 days after applying curing treatment, only allow equipment or vehicles on the soil being stabilized that are essential to the work.

##### 24-1.03B Preparing Soil

Except for soil clods, remove rocks or solids larger than 1/3 of the layer thickness. Regardless of the layer thickness, remove rocks and solids greater than 4 inches. Notify the Engineer if you encounter rocks or solids greater than 1/3 of the layer thickness.

Before adding lime, place the soil to be stabilized to within 0.08 foot of the specified lines and grades and compact to not less than 90 percent relative compaction.

##### 24-1.03C Applying Lime

Apply lime uniformly over the area to be stabilized using a vane spreader.

The Engineer determines the final application rate. Do not vary from this application rate by more than 5 percent.

Apply lime in dry form. If you request and the Engineer approves, you may apply lime in slurry form.

Lime slurry must be in suspension during application. Apply lime slurry uniformly making successive passes over a measured section or roadway until the specified lime content is reached. Apply the residue from lime slurry over the length of the roadway being processed.

### **24-1.03D Mixing**

Lime and soil to be stabilized must be mixed uniformly at least twice to within 0.10 foot of the specified depth at any point. If the mixing depth exceeds the specified depth by more than 10 percent, add lime in proportion to the exceeded depth. The Department does not pay for this added lime.

Mix lime on the same day it is applied. After the initial mixing, allow a mellowing period for at least 36 hours before final mixing. Moisture content during the mellowing period determined under California Test 226 must be at least 3 percent higher than the optimum moisture content. You may add water and mix during the mellowing period.

Remix until the mixture is uniform with no streaks or pockets of lime.

Except for clods larger than 1 inch, mixed material must have a color reaction with sprayed phenolphthalein alcohol indicator solution.

Complete all the mixing work within 7 days of the initial application of lime.

### **24-1.03E Compaction**

Begin compacting immediately after final mixing, but not less than 36 hours after the beginning of initial mixing.

Compact by using sheepsfoot or segmented wheel rollers immediately followed by steel drum or pneumatic-tired rollers. Do not use vibratory rollers.

If you request and the Engineer approves, you may compact mixed material in layers greater than 0.50 foot.

If the specified thickness is 0.50 foot or less, compact in one layer. If the specified thickness is more than 0.50 foot, compact in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer must not exceed 0.50 foot unless you first demonstrate your equipment and methods provide uniform distribution of lime and achieve the specified compaction.

Use other compaction methods in areas inaccessible to rollers.

Compact the lime stabilized soil to at least 95 percent relative compaction determined under California Test 216 as modified under "Mixed Material." The relative compaction is determined on a wet weight basis.

### **24-1.03F Finish Grading**

Maintain the moisture content of the lime stabilized soil through the entire finish grading operation at a minimum of 3 percent above optimum moisture content.

The finished surface of the lime stabilized soil must not vary more than 0.08 foot above or below the grade established by the Engineer unless the lime stabilized soil is to be covered by material paid for by the cubic yard, in which case the finished surface may not vary above the grade established by the Engineer.

If lime stabilized soil is above the allowable tolerance, trim, remove, and dispose of the excess material. Do not leave loose material on the finished surface. If finish rolling cannot be completed within 2 hours of trimming, defer trimming.

If lime stabilized soil is below the allowable tolerance, you may use trimmed material to fill low areas only if final grading and final compaction occurs within 48 hours of beginning initial compaction. Before placing trimmed material, scarify the surface of the area to be filled at least 2 inches deep.

Finish rolling of trimmed surfaces must be performed with at least 1 complete coverage with steel drum or pneumatic-tired rollers.

### **24-1.03G Curing**

#### **(ix) General**

Choose the method of curing.

Apply the chosen cure method within 48 hours of completing the sheepsfoot or segmented wheel compaction. Apply the chosen cure method within the same day of any trimming and finish grading.

#### **(x) Water Cure**

Water may be used to cure the finished surface before you place a moist material blanket, or apply curing seal. Keep the surface above the optimum moisture content of the lime stabilized soil. Use this method for no more than 3 days, after which you must place a curing seal or moist material blanket.

#### **(xi) Curing Seal**

Curing seal equipment must have a gage indicating the volume of curing seal in the storage tank.

If curing seal is used, apply it:











1. The aggregate need not be separated into sizes.
2. The temperature of the aggregate before adding the asphalt binder shall be not less than 275° F nor more than 325° F.
3. Asphalt treated permeable base stored in excess of 2 hours shall not be used in the work.
4. The aggregate shall be combined with 2.5 percent paving asphalt by weight of the dry aggregate. After testing samples of the Contractor's proposed aggregate supply, the Engineer may order an increase or decrease in the asphalt content. If an increase or decrease is ordered, and the increase or decrease exceeds the specified amount by more than 0.1 percent by weight of the dry aggregate, the compensation payable to the Contractor for the asphalt treated permeable base will be increased or decreased on the basis of the total increase or decrease in asphalt.
5. The asphalt content of the asphalt mixture will be determined, at the option of the Engineer, by extraction tests in conformance with the requirements in California Test 310 or 362, or will be determined in conformance with the requirements in California Test 379. The bitumen ratio pounds of asphalt per 100 pounds of dry aggregate shall not vary by more than 0.5 pound of asphalt above or 0.5 pound of asphalt below the amount designated by the Engineer. Compliance with this requirement will be determined either by taking samples from trucks at the plant or from the mat behind the paver before rolling. If the sample is taken from the mat behind the paver, the bitumen ratio shall be not less than the amount designated by the Engineer, less 0.7 pound of asphalt per 100 pounds of dry aggregate.

**In Section 29-1.04B replace the 2nd paragraph with:**

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

**In Section 29-1.05 replace the 1st paragraph with:**

Asphalt treated permeable base shall be spread and compacted as specified for hot mix asphalt under the "Method" construction process in Section 39, "Hot Mix Asphalt," and these specifications.

**In Section 29-1.05 in the 8th paragraph, replace the 2nd sentence with:**

The filter fabric shall conform to the provisions in Section 88-1.02, "Filtration," and shall be placed in conformance with the provisions for placing filter fabric for edge drains in Section 68-3.03, "Installation."

**In Section 29-1.06 replace the 1st and 2nd paragraphs with:**

Cement treated base shall be placed, spread, compacted, and shaped in conformance with the provisions in Section 40-3.04D, "Stationary Side Form Construction," and Section 40-3.04E, "Slip-Form Construction," except that vibrators shall not be used and the third paragraph in Section 40-3.04A, "General," shall not apply.

**In Section 29-1.06 in the 9th paragraph, replace the 2nd sentence with:**

The filter fabric shall conform to the provisions in Section 88-1.02, "Filtration," and shall be placed in conformance with the provisions for placing filter fabric for edge drains in Section 68-3.03, "Installation."

**In Section 29-1.07 replace the 2nd paragraph with:**

Hardened treated permeable base with a surface lower than 0.05 foot below the grade established by the Engineer shall be removed and replaced with treated permeable base which complies with these specifications, or if permitted by the Engineer, the low areas shall be filled with pavement material as follows:

1. When pavement material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as pavement. This shall be done as a separate operation prior to placing the lowest layer of pavement.
2. When pavement material is portland cement concrete, the low areas shall be filled with pavement concrete at the time and in the same operation in which the pavement is placed.
3. Full compensation for filling low areas will be considered as included in the contract price paid per cubic yard for treated permeable base and no additional compensation will be allowed therefor.



**Replace Section 39 with:  
SECTION 39 HOT MIX ASPHALT**

**39-1 GENERAL**

**39-1.01 DESCRIPTION**

Section 39 includes specifications for producing and placing hot mix asphalt (HMA) by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

The special provisions specify one or more types of HMA, including:

1. Type A
2. Type B
3. Open graded friction course (OGFC). OGFC includes hot mix asphalt (open graded)[HMA-O], rubberized hot mix asphalt (open graded) [RHMA-O] and rubberized hot mix asphalt (open graded high binder) [RHMA-O-HB]
4. Rubberized hot mix asphalt (gap graded) [RHMA-G]

The special provisions specify the HMA construction process, including:

1. Standard
2. Method
3. Quality Control / Quality Assurance (QC / QA)

**39-1.02 MATERIALS**

**39-1.02A Geosynthetic Pavement Interlayer**

Geosynthetic pavement interlayer must comply with the specifications for pavement fabric, paving mat, paving grid, paving geocomposite grid, or geocomposite strip membrane in Section 88-1.07, "Pavement Interlayer."

**39-1.02B Tack Coat**

Tack coat must comply with the specifications for asphaltic emulsion in Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalts." Choose the type and grade.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume in compliance with the specifications for weighing, measuring, and metering devices under Section 9-1.01, "Measurement of Quantities," or you may use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit in writing:

1. The weight ratio of water to bituminous material in the original asphaltic emulsion
2. The weight of asphaltic emulsion before diluting
3. The weight of added water
4. The final dilution weight ratio of water to asphaltic emulsion

**39-1.02C Asphalt Binder**

Asphalt binder in HMA must comply with Section 92, "Asphalts," or Section 39-1.02D, "Asphalt Rubber Binder." The special provisions specify the grade.

Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

**39-1.02D Asphalt Rubber Binder**

**(xiii) General**

Use asphalt rubber binder in RHMA-G, RHMA-O, and RHMA-O-HB. Asphalt rubber binder must be a combination of:

1. Asphalt binder

2. Asphalt modifier
3. Crumb rubber modifier (CRM)

The combined asphalt binder and asphalt modifier must be  $80.0 \pm 2.0$  percent by weight of the asphalt rubber binder.

**(xiv) Asphalt Modifier**

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon, and comply with:

**Asphalt Modifier for Asphalt Rubber Binder**

Quality Characteristic	ASTM	Specification
Viscosity, $m^2/s$ ( $\times 10^{-6}$ ) at 100 °C	D 445	$X \pm 3^a$
Flash Point, CL.O.C., °C	D 92	207 minimum
Molecular Analysis		
Asphaltenes, percent by mass	D 2007	0.1 maximum
Aromatics, percent by mass	D 2007	55 minimum

Note:

<sup>a</sup> The symbol "X" is the proposed asphalt modifier viscosity. "X" must be between 19 and 36. A change in "X" requires a new asphalt rubber binder design.

Asphalt modifier must be from 2.0 percent to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder.

**(xv) Crumb Rubber Modifier**

CRM consists of a ground or granulated combination of scrap tire CRM and high natural CRM. CRM must be  $75.0 \pm 2.0$  percent scrap tire CRM and  $25.0 \pm 2.0$  percent high natural CRM by total weight of CRM. Scrap tire CRM must be from any combination of automobile tires, truck tires, or tire buffings.

Sample and test scrap tire CRM and high natural CRM separately. CRM must comply with:

**Crumb Rubber Modifier for Asphalt Rubber Binder**

Quality Characteristic	Test Method	Specification
Scrap tire CRM gradation (% passing No. 8 sieve)	LP-10	100
High natural CRM gradation (% passing No. 10 sieve)	LP-10	100
Wire in CRM (% max.)	LP-10	0.01
Fabric in CRM (% max.)	LP-10	0.05
CRM particle length (inch max.) <sup>a</sup>	--	3/16
CRM specific gravity <sup>a</sup>	CT 208	1.1 – 1.2
Natural rubber content in high natural CRM (%) <sup>a</sup>	ASTM D 297	40.0 – 48.0

Note:

<sup>a</sup> Test at mix design and for Certificate of Compliance.

Only use CRM ground and granulated at ambient temperature. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Only use cryogenically produced CRM particles that can be ground or granulated and not pass through the grinder or granulator.

CRM must be dry, free-flowing particles that do not stick together. CRM must not cause foaming when combined with the asphalt binder and asphalt modifier. You may add calcium carbonate or talc up to 3 percent by weight of CRM.

**(xvi) Asphalt Rubber Binder Design and Profile**

Submit in writing an asphalt rubber binder design and profile that complies with the asphalt rubber binder specifications. In the design, designate the asphalt, asphalt modifier, and CRM and their proportions. The profile is not a performance specification and only serves to indicate expected trends in asphalt rubber binder properties during binder production. The profile must include the same component sources for the asphalt rubber binder used.

Design the asphalt rubber binder from testing you perform for each quality characteristic and for the reaction temperatures expected during production. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt rubber binder components, take samples, and perform and record the following tests:

**Asphalt Rubber Binder Reaction Design Profile**

Test	Minutes of Reaction <sup>a</sup>							Limits
	45	60	90	120	240	360	1440	
Cone penetration @ 77 °F, 0.10-mm (ASTM D 217)	X <sup>b</sup>				X		X	25 - 70
Resilience @ 77 °F, percent rebound (ASTM D 5329)	X				X		X	18 min.
Field softening point, °F (ASTM D 36)	X				X		X	125 - 165
Viscosity, centipoises (LP-11)	X	X	X	X	X	X	X	1,500 - 4,000

Notes:

<sup>a</sup> Six hours (360 minutes) after CRM addition, reduce the oven temperature to 275 °F for a period of 16 hours. After the 16-hour (1320 minutes) cool-down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1440 minutes).

<sup>b</sup> "X" denotes required testing

**(xvii) Asphalt Rubber Binder**

After interacting for a minimum of 45 minutes, asphalt rubber binder must comply with:

**Asphalt Rubber Binder**

Quality Characteristic	Test for Quality Control or Acceptance	Test Method	Specification	
			Minimum	Maximum
Cone penetration @ 77 °F, 0.10-mm	Acceptance	ASTM D 217	25	70
Resilience @ 77 °F, percent rebound	Acceptance	ASTM D 5329	18	--
Field softening point, °F	Acceptance	ASTM D 36	125	165
Viscosity @ 375 °F, centipoises	Quality Control	LP-11	1,500	4,000

**39-1.02E Aggregate**

Aggregate must be clean and free from deleterious substances. Aggregate:

1. Retained on the No. 4 sieve is coarse
2. Passing the No. 4 sieve is fine
3. Added and passing the No. 30 sieve is supplemental fine, including:
  - 3.1. Hydrated lime
  - 3.2. Portland cement
  - 3.3. Fines from dust collectors

The special provisions specify the aggregate gradation for each HMA type.

The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The Engineer tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

**Aggregate Gradation  
(Percentage Passing)  
HMA Types A and B**

3/4–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	90 - 100	TV ±5
1/2"	70 - 90	TV ±6
No. 4	45 - 55	TV ±7
No. 8	32 - 40	TV ±5
No. 30	12 - 21	TV ±4
No. 200	2 - 7	TV ±2

1/2–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 99	TV ±6
3/8"	75 - 95	TV ±6
No. 4	55 - 66	TV ±7
No. 8	38 - 49	TV ±5
No. 30	15 - 27	TV ±4
No. 200	2 - 8	TV ±2

3/8–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	95 - 100	TV ±6
No. 4	58 - 72	TV ±7
No. 8	34 - 48	TV ±6
No. 30	18 - 32	TV ±5
No. 200	2 - 9	TV ±2

No. 4 HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/8"	100	—
No. 4	95 - 100	TV ±7
No. 8	72 - 77	TV ±7
No. 30	37 - 43	TV ±7
No. 200	2 - 12	TV ±4



### Rubberized Hot Mix Asphalt - Gap Graded (RHMA-G)

3/4-inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	95 - 100	TV ±5
1/2"	83 - 87	TV ±6
3/8"	65 - 70	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

1/2-inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	90 - 100	TV ±6
3/8"	83 - 87	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

### Open Graded Friction Course (OGFC)

1-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1 1/2"	100	—
1"	99 - 100	TV ±5
3/4"	85 - 96	TV ±5
1/2"	55 - 71	TV ±6
No. 4	10 - 25	TV ±7
No. 8	6 - 16	TV ±5
No. 200	1 - 6	TV ±2

1/2-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 100	TV ±6
3/8"	78 - 89	TV ±6
No. 4	28 - 37	TV ±7
No. 8	7 - 18	TV ±5
No. 30	0 - 10	TV ±4
No. 200	0 - 3	TV ±2

3/8-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	90 - 100	TV ±6
No. 4	29 - 36	TV ±7
No. 8	7 - 18	TV ±6
No. 30	0 - 10	TV ±5
No. 200	0 - 3	TV ±2

Before the addition of asphalt binder and lime treatment, aggregate must comply with:

### Aggregate Quality

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Percent of crushed particles Coarse aggregate (% min.)	CT 205				
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min.) (Passing No. 4 sieve and retained on No. 8 sieve.)	CT 205				
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	CT 211				
Loss at 100 Rev.		12	--	12	12
Loss at 500 Rev.		45	50	40	40
Sand equivalent (min.) <sup>a</sup>	CT 217	47	42	47	--
Fine aggregate angularity (% min.) <sup>b</sup>	CT 234	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	CT 235	10	10	10	10

Notes:

<sup>a</sup> Reported value must be the average of 3 tests from a single sample.

<sup>b</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

#### 39-1.02F Reclaimed Asphalt Pavement

You may produce HMA using reclaimed asphalt pavement (RAP). HMA produced using RAP must comply with the specifications for HMA except aggregate quality specifications do not apply to RAP. You may substitute RAP aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15.0 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the job mix formula (JMF) submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15.0 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP throughout the project's life. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must consist only of homogeneous RAP.

#### 39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

##### 39-1.03A General

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities. If RAP is used, use Laboratory Procedure LP-9. The result of the mix design becomes the proposed JMF.

Use Form CEM-3512 to document aggregate quality and mix design data. Use Form CEM-3511 to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Department's Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and accepts the JMF.

You may change the JMF during production. Do not use the changed JMF until the Engineer accepts it. Except when adjusting the JMF in compliance with Section 39-1.03E, "Job Mix Formula Verification," perform a new mix design and submit in writing a new JMF submittal for changing any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Asphalt rubber binder supplier
4. Component materials used in asphalt rubber binder or percentage of any component materials
5. Combined aggregate gradation
6. Aggregate sources
7. Substitution rate for RAP aggregate of more than 5 percent

8. Any material in the JMF

For OGFC, submit in writing a complete JMF submittal except asphalt binder content. The Engineer determines the asphalt binder content under California Test 368 within 20 days of your complete JMF submittal and provides you a Form CEM-3513.

**39-1.03B Hot Mix Asphalt Mix Design**

Perform a mix design that produces HMA in compliance with:

**Hot Mix Asphalt Mix Design Requirements**

Quality Characteristic	Test Method	HMA Type		
		A	B	RHMA-G
Air voids content (%)	CT 367 <sup>a</sup>	4.0	4.0	Special Provisions
Voids in mineral aggregate (% min.)	LP-2			
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	--
1/2" grading		14.0	14.0	18.0 – 23.0 <sup>b</sup>
3/4" grading	13.0	13.0	18.0 – 23.0 <sup>b</sup>	
Voids filled with asphalt (%)	LP-3			
No. 4 grading		76.0 – 80.0	76.0 – 80.0	Note d
3/8" grading		73.0 – 76.0	73.0 – 76.0	
1/2" grading		65.0 – 75.0	65.0 – 75.0	
3/4" grading	65.0 – 75.0	65.0 – 75.0		
Dust proportion	LP-4			
No. 4 and 3/8" gradings		0.9 – 2.0	0.9 – 2.0	Note d
1/2" and 3/4" gradings		0.6 – 1.3	0.6 – 1.3	
Stabilometer value (min.) <sup>c</sup>	CT 366			
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

Notes:

<sup>a</sup> Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.

<sup>b</sup> Voids in mineral aggregate for RHMA-G must be within this range.

<sup>c</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 °± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>d</sup> Report this value in the JMF submittal.

For stability and air voids content, prepare 3 briquettes at the OBC and test for compliance. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 8 points. The average air void content may vary from the specified air void content by ±0.5 percent.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

**39-1.03C Job Mix Formula Submittal**

Each JMF submittal must consist of:

1. Proposed JMF on Form CEM-3511
2. Mix design documentation on Form CEM-3512 dated within 12 months of submittal
3. JMF verification on Form CEM-3513, if applicable
4. JMF renewal on Form CEM-3514, if applicable
5. Materials Safety Data Sheets (MSDS) for:

- 5.1. Asphalt binder

- 5.2. Base asphalt binder used in asphalt rubber binder
- 5.3. CRM and asphalt modifier used in asphalt rubber binder
- 5.4. Blended asphalt rubber binder mixture
- 5.5. Supplemental fine aggregate except fines from dust collectors
- 5.6. Antistrip additives

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

### **39-1.03D Job Mix Formula Review**

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications. The Engineer may verify aggregate qualities during this review period.

### **39-1.03E Job Mix Formula Verification**

If you cannot submit a Department-verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit on Form CEM-3511 an adjusted JMF before the Engineer's verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to  $\pm 0.6$  percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

For HMA Type A, Type B, and RHMA-G, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. Notify the Engineer in writing at least 2 business days before sampling materials.

In the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample from any of the following locations:

1. The plant
2. A truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

You may sample from a different project including a non-Department project if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and use 1 part for your testing.

The Engineer verifies each proposed JMF within 20 days of receiving all verification samples and the JMF submittal has been accepted. If you request in writing, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation (JMF TV  $\pm$  tolerance)
3. Asphalt binder content (JMF TV  $\pm$  tolerance)
4. HMA quality specified in the table Hot Mix Asphalt Mix Design Requirements except:
  - 4.1. Air voids content (design value  $\pm$  2.0 percent)
  - 4.2. Voids filled with asphalt (report only if an adjustment for asphalt binder content target value is less than or equal to  $\pm$  0.3 percent from OBC)
  - 4.3. Dust proportion (report only if an adjustment for asphalt binder content target value is less than or equal to  $\pm$  0.3 percent from OBC)

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability and air voids content, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the Engineer verifies the JMF, the Engineer provides you a Form CEM-3513.

If the Engineer's tests on plant-produced samples do not verify the JMF, the Engineer notifies you in writing and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to  $\pm$ 0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new Form CEM-3511 and verification of a plant-produced sample.

A verified JMF is valid for 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the State's expense up to 2 proposed JMF including a JMF adjusted after verification failure. The Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or JMF renewal.

### **39-1.03F Job Mix Formula Renewal**

You may request a JMF renewal by submitting the following:

1. Proposed JMF on Form CEM-3511
2. A previously verified JMF documented on Form CEM-3513 dated within 12 months
3. Mix design documentation on Form CEM-3512 used for the previously verified JMF

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.

3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer may verify aggregate qualities during this review period.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate, RAP, and HMA, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer verifies the JMF renewal submittal under Section 39-1.03E, "Job Mix Formula Verification," except:

1. The Engineer retains samples until you provide test results for your part on Form CEM-3514.
2. The Engineer tests samples of materials obtained from the HMA production unit after you submit test results that comply with the specifications for the quality characteristics under Section 39-1.03E, "Job Mix Formula Verification."
3. The Engineer verifies each proposed JMF renewal within 20 days of receiving verification samples.
4. You may not adjust the JMF due to a failed verification.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the State's expense 1 proposed JMF renewal within a 12-month period.

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal or the Engineer may perform aggregate quality tests for verification of JMF renewal.

If the Engineer verifies the JMF renewal, the Engineer provides you a Form CEM-3513.

### **39-1.03G Job Mix Formula Modification**

For an accepted JMF, you may change binder source one time during production.

Submit your modified JMF request a minimum of 3 business days before production. Each modified JMF submittal must consist of:

1. Proposed modified JMF on Form CEM-3511.
2. Mix design records on Form CEM-3512 for the accepted JMF to be modified.
3. JMF verification on Form CEM-3513 for the accepted JMF to be modified.
4. Quality characteristics test results for the modified JMF as specified in section 39-1.03B. Perform tests at the mix design OBC as shown on Form CEM-3512.
5. If required, California Test 371 test results for the modified JMF.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 5 business days of receiving all verification samples. If California Test 371 is required, the Engineer tests for California Test 371 within 10 days of receiving verification samples.

The Engineer verifies the modified JMF after the modified JMF HMA is placed on the project and verification samples are taken within the first 750 tons following sampling requirements in Section 39-1.03E, "Job Mix Formula Verification." The Engineer tests verification samples for compliance with:

1. Stability as shown in the table titled "Hot Mix Asphalt Mix Design Requirements"
2. Air void content at design value  $\pm 2.0$  percent
3. Voids in mineral aggregate as shown in the table titled "Hot Mix Asphalt Mix Design Requirements"
4. Voids filled with asphalt if an adjustment for asphalt binder content TV is more than  $\pm 0.3$  percent from the original OBC shown on Form CEM-3512.
5. Dust proportion if an adjustment for asphalt binder content TV is more than  $\pm 0.3$  percent from OBC shown on Form CEM-3512.

If the modified JMF is verified, the Engineer revises your Form CEM-3513 to include the new binder source. Your revised Form CEM-3513 will have the same expiration date as the original Form CEM-3513 for the accepted JMF that is modified.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 from payments for each modified JMF verification that requires California Test 371.

### **39-1.03H Job Mix Formula Acceptance**

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

## **39-1.04 CONTRACTOR QUALITY CONTROL**

### **39-1.04A General**

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results to the Engineer within 3 business days of a request except when QC / QA is specified.

You must identify the HMA sampling location in your Quality Control Plan. During production, take samples under California Test 125. You may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

### **39-1.04B Preparing Conference**

Meet with the Engineer at a preparing conference at a mutually agreed time and place. Discuss methods of performing the production and paving work.

### **39-1.04C Asphalt Rubber Binder**

Take asphalt rubber binder samples from the feed line connecting the asphalt rubber binder tank to the HMA plant. Sample and test asphalt rubber binder under Laboratory Procedure LP-11.

Test asphalt rubber binder for compliance with the viscosity specifications in Section 39-1.02, "Materials." During asphalt rubber binder production and HMA production using asphalt rubber binder, measure viscosity every hour with not less than 1 reading for each asphalt rubber binder batch. Log measurements with corresponding time and asphalt rubber binder temperature. Submit the log daily in writing.

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance." With the Certificate of Compliance, submit test results in writing for CRM and asphalt modifier with each truckload delivered to the HMA plant. A Certificate of Compliance for asphalt modifier must not represent more than 5,000 pounds. Use an AASHTO-certified laboratory for testing.

Sample and test gradation and wire and fabric content of CRM once per 10,000 pounds of scrap tire CRM and once per 3,400 pounds of high natural CRM. Sample and test scrap tire CRM and high natural CRM separately.

Submit certified weight slips in writing for the CRM and asphalt modifier furnished.

### **39-1.04D Aggregate**

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

### **39-1.04E Reclaimed Asphalt Pavement**

Perform RAP quality control testing each day.

Sample RAP once daily and determine the RAP aggregate gradation under Laboratory Procedure LP-9 and submit the results to the Engineer in writing with the combined aggregate gradation.

### **39-1.04F Density Cores**

To determine density for Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores at least once every 5 business days. Take 1 density core for every 250 tons of HMA from random locations the Engineer designates.

Take density cores in the Engineer's presence and backfill and compact holes with material authorized by the Engineer. Before submitting a density core to the Engineer, mark it with the density core's location and place it in a protective container.

If a density core is damaged, replace it with a density core taken within 1 foot longitudinally from the original density core. Relocate any density core located within 1 foot of a rumble strip to 1 foot transversely away from the rumble strip.

### **39-1.04G Briquettes**

Prepare 3 briquettes for each stability and air voids content determination. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 12 points.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

### **39-1.05 ENGINEER'S ACCEPTANCE**

The Engineer's acceptance of HMA is specified in the sections for each HMA construction process.

The Engineer samples materials for testing under California Test 125 and the applicable test method except samples may be taken from:

1. The plant from:
  - 1.1. A truck
  - 1.2. An automatic sampling device
2. The mat behind the paver

Sampling must be independent of Contractor quality control, statistically-based, and random. If you request, the Engineer splits samples and provides you with a part.

The Engineer accepts HMA based on:

1. Accepted JMF
2. Accepted QCP for Standard and QC / QA
3. Compliance with the HMA Acceptance tables
4. Acceptance of a lot for QC / QA
5. Visual inspection

The Engineer prepares 3 briquettes for each stability and air voids content determination. The Engineer reports the average of 3 tests. The Engineer prepares new briquettes and test if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

### **39-1.06 DISPUTE RESOLUTION**

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer in writing within 5 business days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory



4. A laboratory not currently employed by you or your HMA producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed HMA for evaluation.

### **39-1.07 PRODUCTION START-UP EVALUATION**

The Engineer evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the first day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and keep 1 part.

For Standard and QC / QA projects, you and the Engineer must test the split samples and report test results in writing within 3 business days of sampling. If you proceed before receipt of the test results, the Engineer may consider the HMA placed to be represented by these test results.

For Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores within the first 750 tons on the first day of HMA production. For each density core, the Engineer reports the bulk specific gravity determined under California Test 308, Method A in addition to the percent of maximum theoretical density. You may test for in-place density at the density core locations and include them in your production tests for percent of maximum theoretical density.

### **39-1.08 PRODUCTION**

#### **39-1.08A General**

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department-qualified. Before production, the HMA plant must have a current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. The set point for asphalt binder content

#### **39-1.08B Mixing**

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be between 275 °F and 375 °F when mixed with aggregate.

Asphalt rubber binder must be between 375 °F and 425 °F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 °F except aggregate for OGFC with unmodified asphalt binder must be not more than 275 °F. Aggregate temperature specifications do not apply when you use RAP.

HMA with or without RAP must not be more than 325 °F.

**39-1.08C Asphalt Rubber Binder**

Deliver scrap tire CRM and high natural CRM in separate bags.

Either proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If you premix asphalt binder and asphalt modifier, asphalt binder must be from 375 to 425 degrees F when you add the asphalt modifier. Mix them for at least 20 minutes. When you add CRM, the asphalt binder and asphalt modifier must be between 375 °F and 425 °F.

Do not use asphalt rubber binder during the first 45 minutes of the reaction period. During this period, the asphalt rubber binder mixture must be between 375 °F and the lower of 425 °F or 25 °F below the asphalt binder's flash point indicated in the MSDS.

If any asphalt rubber binder is not used within 4 hours after the reaction period, discontinue heating. If the asphalt rubber binder drops below 375 °F, reheat before use. If you add more scrap tire CRM to the reheated asphalt rubber binder, the binder must undergo a 45-minute reaction period. The added scrap tire CRM must not exceed 10 percent of the total asphalt rubber binder weight. Reheated and reacted asphalt rubber binder must comply with the viscosity specifications for asphalt rubber binder in Section 39-1.02, "Materials." Do not reheat asphalt rubber binder more than twice.

**39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER**

**39-1.09A General**

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

**39-1.09B Subgrade**

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

**39-1.09C Tack Coat**

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

**Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G**

HMA over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
PCC and existing HMA (AC) surfaces	0.03	0.04	0.03
Planed PCC and HMA (AC) surfaces	0.05	0.06	0.04

**Tack Coat Application Rates for OGFC**

OGFC over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA	0.03	0.04	0.03
PCC and existing HMA (AC) surfaces	0.05	0.06	0.04
Planned PCC and HMA (AC) surfaces	0.06	0.07	0.05

If you dilute asphaltic emulsion, mix until homogeneous before application.

Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request in writing and the Engineer authorizes, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
  - 2.1. No dust, dirt, or extraneous material is present
  - 2.2. The surface is at least 140 °F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be between 285 °F and 350 °F when applied.

**39-1.09D Geosynthetic Pavement Interlayer**

Place geosynthetic pavement interlayer in compliance with the manufacturer's recommendations.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. The State pays for this repair work under Section 4-1.03D, "Extra Work."
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 gallon ± 0.03 gallon of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Asphalt binder must be from 285 °F to 350 °F and below the minimum melting point of the geosynthetic pavement interlayer when applied.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.

The minimum HMA thickness over the interlayer must be 0.12 foot thick including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders between 2 inches and 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment

3. Damaging elements

Pave HMA on the interlayer during the same work shift.

**39-1.10 SPREADING AND COMPACTING EQUIPMENT**

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

**39-1.11 TRANSPORTING, SPREADING, AND COMPACTING**

Do not pave HMA on a wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 °F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings

7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes change, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 °F for HMA with unmodified binder
2. Below 140 °F for HMA with modified binder
3. Below 200 °F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic tired roller to compact RHMA-G.

For Standard and QC/QA, if a 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," for any of the following:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and a 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
  - 3.1. Asphalt concrete surfacing replacement areas
  - 3.2. Leveling courses
  - 3.3. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 °F.

If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."

Spread sand at a rate between 1 pound and 2 pounds per square yard on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-3.03, "Fine Aggregate Grading." Keep traffic off the pavement until spreading sand is complete.

### **39-1.12 SMOOTHNESS**

#### **39-1.12A General**

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If portland cement concrete is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade specified by the Engineer.
2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade specified by the Engineer.

**39-1.12B Straightedge**

The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

**39-1.12C Profilograph**

Under California Test 526, determine the zero (null) blanking band Profile Index (PI<sub>0</sub>) and must-grinds on the top layer of HMA Type A, Type B, and RHMA-G pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.

For OGFC, only determine must-grinds when placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC.

Profile pavement in the Engineer's presence. Choose the time of profiling.

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI<sub>0</sub> must be at most 2.5 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the PI<sub>0</sub> must be at most 5 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.

Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

The following HMA pavement areas do not require a PI<sub>0</sub>. You must measure these areas with a 12-foot straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than 0.25 foot
2. HMA sections of city or county streets and roads, turn lanes and collector lanes that are less than 1,500 feet in length

The following HMA pavement areas do not require a PI<sub>0</sub>. You must measure these areas with a 12-foot straightedge:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:
  - 2.1. Existing pavement not constructed under the same project
  - 2.2. A bridge deck or approach slab
3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present on:
  - 4.1. Ramps
  - 4.2. Connectors
5. Turn lanes
6. Areas within 15 feet of manholes or drainage transitions
7. Acceleration and deceleration lanes for at-grade intersections
8. Shoulders and miscellaneous areas
9. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement

### 39-1.12D Smoothness Correction

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On ground areas not overlaid with OGFC, apply fog seal coat under Section 37-1, "Seal Coats."

### 39-1.13 MISCELLANEOUS AREAS AND DIKES

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request in writing and the Engineer authorizes, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

## 39-2 STANDARD

### 39-2.01 DESCRIPTION

If HMA is specified as Standard, construct it under Section 39-1, "General," this Section 39-2, "Standard," and Section 39-5, "Measurement and Payment."

### 39-2.02 CONTRACTOR QUALITY CONTROL

#### 39-2.02A Quality Control Plan

Establish, implement, and maintain a Quality Control Plan (QCP) for HMA. The QCP must describe the organization and procedures you will use to:

1. Control the quality characteristics
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

When you submit the proposed JMF, submit the written QCP. You and the Engineer must discuss the QCP during the prepaving conference.

The QCP must address the elements affecting HMA quality including:

1. Aggregate
2. Asphalt binder
3. Additives
4. Production
5. Paving

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

**39-2.02B Quality Control Testing**

Perform sampling and testing at the specified frequency for the following quality characteristics:



**Minimum Quality Control – Standard**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	HMA Type			
			A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	CT 202	1 per 750 tons and any remaining part at the end of the project	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>
Sand equivalent (min.) <sup>c</sup>	CT 217		47	42	47	--
Asphalt binder content (%)	CT 379 or 382		JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (% max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	1.0
Field compaction, (% max. theoretical density) <sup>d,e</sup>	Quality control plan	2 per business day (min.)	91 - 97	91 - 97	91 - 97	--
Stabilometer value (min.) <sup>c,f</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	One per 4,000 tons or 2 per 5 business days, whichever is more	30	30	--	--
			37	35	23	--
Air voids content (%) <sup>c,g</sup>	CT 367		4 ± 2	4 ± 2	Specification ± 2	--
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants <sup>h</sup>	CT 226 or CT 370	2 per day during production	--	--	--	--
Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	As necessary and designated in the QCP. At least once per project	90	25	--	90
			75	--	90	75
			70	20	70	90
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	CT 211		12 45	-- 50	12 40	12 40

Flat and elongated particles (% max. by weight @ 5:1)	CT 235		Report only	Report only	Report only	Report only
Fine aggregate angularity (% min.) <sup>i</sup>	CT 234		45	45	45	--
Voids filled with asphalt (%) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3		76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only	--
Voids in mineral aggregate (% min.) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 <sup>k</sup> 18.0 – 23.0 <sup>k</sup>	--
Dust proportion <sup>j</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4		0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	--
Smoothness	Section 39-1.12	--	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge and must-grind
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	Section 39-1.04C	--	--	1,500 – 4,000	1,500 – 4,000
Asphalt modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D

Notes:

<sup>a</sup> Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>c</sup> Report the average of 3 tests from a single split sample.

<sup>d</sup> Determine field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, No. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>e</sup> California Test 375 is used to determine field compaction, except use:

1. In-place density measurements using the method specified in your QC plan instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

<sup>f</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>g</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>h</sup> For adjusting the plant controller at the HMA plant.

<sup>i</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>j</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

For any single quality characteristic except smoothness, if 2 consecutive quality control test results do not comply with the action limits or specifications:

1. Stop production.
2. Notify the Engineer in writing.
3. Take corrective action.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### **39-2.03 ENGINEER'S ACCEPTANCE**

#### **39-2.03A Testing**

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Standard**

Quality Characteristic	Test Method	HMA Type						
		A	B	RHMA-G	OGFC			
Aggregate gradation <sup>a</sup>	CT 202	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>			
Sieve						3/4"	1/2"	3/8"
1/2"						X <sup>b</sup>		
3/8"							X	
No. 4								X
No. 8						X	X	X
No. 200						X	X	X
Sand equivalent (min.) <sup>d</sup>	CT 217	47	42	47	--			
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50			
HMA moisture content (% max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0			
Field compaction (% max. theoretical density) <sup>e,f</sup>	CT 375	91 – 97	91 – 97	91 – 97	--			
Stabilometer value (min.) <sup>d,g</sup>	CT 366	30	30	--	--			
No. 4 and 3/8" gradings								
1/2" and 3/4" gradings		37	35	23	--			
Air voids content (%) <sup>d,h</sup>	CT 367	4 ± 2	4 ± 2	Specification ± 2	--			
Percent of crushed particles	CT 205	90	25	--	90			
Coarse aggregate (% min.)								
One fractured face								
Two fractured faces								
Fine aggregate (% min.)	70	20	70	90				
(Passing No. 4 sieve and retained on No. 8 sieve.)								
One fractured face								
Los Angeles Rattler (% max.)	CT 211	12	--	12	12			
Loss at 100 rev.								
Loss at 500 rev.		45	50	40	40			
Fine aggregate angularity (% min.) <sup>i</sup>	CT 234	45	45	45	--			
Flat and elongated particles (% max. by weight @ 5:1)	CT 235	Report only	Report only	Report only	Report only			
Voids filled with asphalt (%) <sup>j</sup>	LP-3	76.0 – 80.0	76.0 – 80.0	Report only	--			
No. 4 grading								
3/8" grading								
1/2" grading								
3/4" grading								
Voids in mineral aggregate (% min.) <sup>j</sup>	LP-2	17.0	17.0	--	--			
No. 4 grading								
3/8" grading								
1/2" grading								
3/4" grading								
Dust proportion <sup>j</sup>	LP-4	0.9 – 2.0	0.9 – 2.0	Report only	--			
No. 4 and 3/8" gradings								
1/2" and 3/4" gradings		0.6 – 1.3	0.6 – 1.3					
Smoothness	Section 39-1.12	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge and must-grind			

Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.02(C) and Section 39-1.02D	Section 92-1.02(C) and Section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

<sup>c</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>d</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>e</sup> The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or No.4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>f</sup> California Test 375 is used to determine field compaction, except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

<sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>i</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>j</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

The Engineer tests the density core you take from each 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing by the maximum theoretical density.

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

1. 1/2-inch, 3/8-inch, or No. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot and any layer is less than 0.20 foot.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

**Reduced Payment Factors for Percent of Maximum Theoretical Density**

HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

**39-2.04 TRANSPORTING, SPREADING, AND COMPACTING**

Determine the number of rollers needed to obtain the specified density and surface finish.

**39-3 METHOD**

**39-3.01 DESCRIPTION**

If HMA is specified as Method, construct it under Section 39-1, "General," this Section 39-3, "Method," and Section 39-5, "Measurement and Payment."

**39-3.02 ENGINEER'S ACCEPTANCE**

**39-3.02A Testing**

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Method**

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	CT 202	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>
Sand equivalent (min.) <sup>c</sup>	CT 217	47	42	47	--
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (% max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0
Stabilometer value (min.) <sup>c,d</sup>	CT 366				
No. 4 and 3/8" gradings		30	30	--	--
1/2" and 3/4" gradings		37	35	23	--
Percent of crushed particles	CT 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.)					
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	CT 211				
Loss at 100 rev.		12	--	12	12
Loss at 500 rev.		45	50	40	40
Air voids content (%) <sup>c,e</sup>	CT 367	4 ± 2	4 ± 2	Specification ± 2	--
Fine aggregate angularity (% min.) <sup>f</sup>	CT 234	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	CT 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) <sup>g</sup>	LP-3			Report only	
No. 4 grading		76.0 – 80.0	76.0 – 80.0		--
3/8" grading		73.0 – 76.0	73.0 – 76.0		
1/2" grading		65.0 – 75.0	65.0 – 75.0		
3/4" grading		65.0 – 75.0	65.0 – 75.0		
Voids in mineral aggregate (% min.) <sup>g</sup>	LP-2				
No. 4 grading		17.0	17.0	--	--
3/8" grading		15.0	15.0	--	--
1/2" grading		14.0	14.0	18.0 – 23.0 <sup>h</sup>	
3/4" grading		13.0	13.0	18.0 – 23.0 <sup>h</sup>	
Dust proportion <sup>g</sup>	LP-4			Report only	
No. 4 and 3/8" gradings		0.9 – 2.0	0.9 – 2.0		--
1/2" and 3/4" gradings		0.6 – 1.3	0.6 – 1.3		
Smoothness	Section 39-1.12	12-foot straightedge and must-grind	12-foot straightedge and must-grind	12-foot straightedge and must-grind	12-foot straightedge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.02(C) and	Section 92-1.02(C) and

				Section 39-1.02D	Section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>c</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>d</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>e</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>f</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>g</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>h</sup> Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### 39-3.03 SPREADING AND COMPACTING EQUIPMENT

Each paver spreading HMA Type A and Type B must be followed by 3 rollers:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Compact RHMA-G under the specifications for compacting HMA Type A and Type B except do not use pneumatic-tired rollers.

Compact OGFC with steel-tired, 2-axle tandem rollers. If placing over 300 tons of OGFC per hour, use at least 3 rollers for each paver. If placing less than 300 tons of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh between 126 pounds to 172 pounds per linear inch of drum width. Turn the vibrator off.

### 39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 0.25-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Spread HMA Type A and Type B only if atmospheric and surface temperatures are:



### Minimum Atmospheric and Surface Temperatures

Compacted Layer Thickness, feet				
	Atmospheric, ° F		Surface, ° F	
	Unmodified Asphalt Binder	Modified Asphalt Binder <sup>a</sup>	Unmodified Asphalt Binder	Modified Asphalt Binder <sup>a</sup>
< 0.15	55	50	60	55
0.15 – 0.25	45	45	50	50

Note:

<sup>a</sup> Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is:

1. Unmodified asphalt binder, complete:
  - 1.1. First coverage of breakdown compaction before the surface temperature drops below 250 °F
  - 1.2. Breakdown and intermediate compaction before the surface temperature drops below 200 °F
  - 1.3. Finish compaction before the surface temperature drops below 150 °F
2. Modified asphalt binder, complete:
  - 2.1. First coverage of breakdown compaction before the surface temperature drops below 240 °F
  - 2.2. Breakdown and intermediate compaction before the surface temperature drops below 180 °F
  - 2.3. Finish compaction before the surface temperature drops below 140 °F

For RHMA-G:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete the first coverage of breakdown compaction before the surface temperature drops below 285 °F.
3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 °F.
4. Complete finish compaction before the surface temperature drops below 200 °F.
5. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with unmodified asphalt binder:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 200 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with modified asphalt binder except asphalt rubber binder:

1. Only spread and compact if the atmospheric temperature is at least 50 °F and the surface temperature is at least 50 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 180 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and surface temperature is at least 60 °F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 °F.
3. Complete compaction before the surface temperature drops below 250 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharge to truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A, Type B, and RHMA-G with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the HMA layer thickness is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not to exceed 5 mph.

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

### **39-4 QUALITY CONTROL / QUALITY ASSURANCE**

#### **39-4.01 DESCRIPTION**

If HMA is specified as Quality Control / Quality Assurance, construct it under Section 39-1, "General," this Section 39-4, "Quality Control / Quality Assurance," and Section 39-5, "Measurement and Payment."

#### **39-4.02 GENERAL**

The QC / QA construction process consists of:

1. Establishing, maintaining, and changing if needed a quality control system providing assurance the HMA complies with the specifications
2. Sampling and testing at specified intervals, or sublots, to demonstrate compliance and to control process
3. The Engineer sampling and testing at specified intervals to verify testing process and HMA quality
4. The Engineer using test results, statistical evaluation of verified quality control tests, and inspection to accept HMA for payment

A lot is a quantity of HMA. The Engineer designates a new lot when:

1. 20 sublots are complete
2. The JMF changes
3. Production stops for more than 30 days

Each lot consists of no more than 20 sublots. A subplot is 750 tons except HMA paved at day's end greater than 250 tons is a subplot. If HMA paved at day's end is less than 250 tons, you may either make this quantity a subplot or include it in the previous subplot's test results for statistical evaluation.

#### **39-4.03 CONTRACTOR QUALITY CONTROL**

##### **39-4.03A General**

Use a composite quality factor,  $QF_C$ , and individual quality factors,  $QF_{QC_i}$ , to control your process and evaluate your quality control program. For quality characteristics without quality factors, use your quality control plan's action limits to control process.

Control HMA quality including:

1. Materials

2. Proportioning
3. Spreading and compacting
4. Finished roadway surface

Develop, implement, and maintain a quality control program that includes:

1. Inspection
2. Sampling
3. Testing

#### **39-4.03B Quality Control Plan**

With the JMF submittal, submit a written Quality Control Plan (QCP). The QCP must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement. Discuss the QCP with the Engineer during the prepaving conference.

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

The QCP must include the name and qualifications of a Quality Control Manager. The Quality Control Manager administers the QCP and during paving must be at the job site within 3 hours of receiving notice. The Quality Control Manager must not be any of the following on the project:

1. Foreman
2. Production or paving crewmember
3. Inspector
4. Tester

The QCP must include action limits and details of corrective action you will take if a test result for any quality characteristic falls outside an action limit.

As work progresses, you must submit a written QCP supplement to change quality control procedures, personnel, tester qualification status, or laboratory accreditation status.

#### **39-4.03C Quality Control Inspection, Sampling, And Testing**

Sample, test, inspect, and manage HMA quality control.

Provide a roadway inspector while HMA paving activities are in progress. Provide a plant inspector during HMA production.

Inspectors must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement.

Provide a testing laboratory and personnel for quality control testing. Provide the Engineer unrestricted access to the quality control activities. Before providing services for the project, the Engineer reviews, accredits, and qualifies the testing laboratory and personnel under the Department's Independent Assurance Program.

The minimum random sampling and testing for quality control is:

**Minimum Quality Control – QC / QA**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	HMA Type			Location of Sampling	Max. Reporting Time Allowance
			A	B	RHMA-G		
Aggregate gradation <sup>a</sup>	CT 202	1 per 750 tons	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	CT 125	24 hours
Asphalt binder content (%)	CT 379 or 382		JMF ±0.45	JMF ±0.45	JMF ±0.5	Loose Mix Behind Paver See CT 125	
Field compaction (% max. theoretical density) <sup>c,d</sup>	QC Plan		92 - 96	92 - 96	91 - 96	QC Plan	
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants <sup>e</sup>	CT 226 or CT 370	2 per day during production	--	--	--	Stock-piles or cold feed belts	--
Sand equivalent (min.) <sup>f</sup>	CT 217	1 per 750 tons	47	42	47	CT 125	24 hours
HMA moisture content (% max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	Loose Mix Behind Paver See CT 125	24 hours
Stabilometer Value (min.) <sup>f,g</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	1 per 4,000 tons or 2 per 5 business days, whichever is more	30	30	--		48 hours
			37	35	23		
Air voids content (%) <sup>f,h</sup>	CT 367		4 ± 2	4 ± 2	Specification ± 2		

Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	As necessary and designated in QCP. At least once per project.	90	25	--	CT 125	48 hours
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	CT 211		12 45	-- 50	12 40	CT 125	
Fine aggregate angularity (% min.) <sup>i</sup>	CT 234		45	45	45	CT 125	
Flat and elongated particle (% max. by weight @ 5:1)	CT 235		Report only	Report only	Report only	CT 125	
Voids filled with asphalt (%) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3		76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only	LP-3	
Voids in mineral aggregate (% min.) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 <sup>k</sup> 18.0 – 23.0 <sup>k</sup>	LP-2	
Dust proportion <sup>j</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4		0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	LP-4	
Smoothness	Section 39-1.12		--	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>	
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	--	--	--	1,500 – 4,000	Section 39-1.02D	24 hours
Crumb rubber modifier	Section 39-1.02D	--	--	--	Section 39-1.02D	Section 39-1.02D	48 hours

Notes:

<sup>a</sup> Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

- <sup>c</sup> Determine field compaction for any of the following conditions:
  1. 1/2-inch, 3/8-inch, No. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
  2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.
- <sup>d</sup> California Test 375 is used to determine field compaction, except use:
  1. In-place density measurements using the method specified in your QC plan instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
  2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."
- <sup>e</sup> For adjusting the plant controller at the HMA plant.
- <sup>f</sup> Report the average of 3 tests from a single split sample.
- <sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
- <sup>h</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
- <sup>i</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.
- <sup>j</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
- <sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

Within the specified reporting time, submit written test results including:

1. Sampling location, quantity, and time
2. Testing results
3. Supporting data and calculations

If test results for any quality characteristic are beyond the action limits in the QCP, take corrective actions. Document the corrective actions taken in the inspection records under Section 39-4.03E, "Records of Inspection and Testing."

Stop production, notify the Engineer in writing, take corrective action, and demonstrate compliance with the specifications before resuming production and placement on the State highway if:

1. A lot's composite quality factor,  $QF_C$ , or an individual quality factor,  $QF_{QC_i}$  for  $i = 3, 4, \text{ or } 5$ , is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation," using quality control data
2. An individual quality factor,  $QF_{QC_i}$  for  $i = 1 \text{ or } 2$ , is below 0.75 using quality control data
3. Quality characteristics for which a quality factor,  $QF_{QC_i}$ , is not determined has 2 consecutive quality control tests not in compliance with the specifications

#### **39-4.03D Charts And Records**

Record sampling and testing results for quality control on forms provided in the "Quality Control Manual for Hot Mix Asphalt," or on forms you submit with the QCP. The QCP must also include form posting locations and submittal times.

Submit quality control test results using the Department's statistical evaluation program, HMAPay, available at [www.dot.ca.gov/hq/construc/hma/index.htm](http://www.dot.ca.gov/hq/construc/hma/index.htm)

#### **39-4.03E Records Of Inspection And Testing**

During HMA production, submit in writing a daily:

1. HMA Construction Daily Record of Inspection. Also make this record available at the HMA plant and job site each day.
2. HMA Inspection and Testing Summary. Include in the summary:
  - 2.1. QC worksheet with updated test results from the HMAPay program
  - 2.2. Test forms with the testers' signatures and Quality Control Manager's initials.

- 2.3. Inspection forms with the inspectors' signatures and Quality Control Manager's initials.
- 2.4. A list and explanation of deviations from the specifications or regular practices.
- 2.5. A signed statement by the Quality Control Manager that says:

"It is hereby certified that the information contained in this record is accurate, and that information, tests, or calculations documented herein comply with the specifications of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as part of this record."

Retain for inspection the records generated as part of quality control including inspection, sampling, and testing for at least 3 years after final acceptance.

**39-4.03F Statistical Evaluation**

**(xviii) General**

Determine a lot's composite quality factor,  $QF_C$ , and the individual quality factors,  $QF_{QCi}$ . Perform statistical evaluation calculations to determine these quality factors based on quality control test results for:

1. Aggregate gradation
2. Asphalt binder content
3. Percent of maximum theoretical density

The Engineer grants a waiver and you must use 1.0 as the individual quality factor for percent of maximum theoretical density,  $QF_{QCS}$ , for HMA paved in:

1. Areas where the total paved thickness is less than 0.15 foot
2. Areas where the total paved thickness is less than 0.20 foot and a 3/4-inch grading is specified and used
3. Dig outs
4. Leveling courses
5. Areas where, in the opinion of the Engineer, compaction or compaction measurement by conventional methods is impeded

**(xix) Statistical Evaluation Calculations**

Use the Variability-Unknown / Standard Deviation Method to determine the percentage of a lot not in compliance with the specifications.

Determine the percentage of work not in compliance with the specification limits for each quality characteristic as follows:

1. Calculate the arithmetic mean ( $\bar{X}$ ) of the test values

$$\bar{X} = \frac{\sum x}{n}$$

where:

- x = individual test values
- n = number of test values

2. Calculate the standard deviation

$$s = \sqrt{\frac{n(\sum x^2) - (\sum x)^2}{n(n-1)}}$$

where:

- $\sum(x^2)$  = sum of the squares of individual test values
- $(\sum x)^2$  = sum of the individual test values squared
- n = number of test values

3. Calculate the upper quality index ( $Q_u$ )

$$Q_u = \frac{USL - \bar{X}}{s}$$

where:

USL = target value plus the production tolerance or upper specification limit  
s = standard deviation  
 $\bar{X}$  = arithmetic mean

4. Calculate the lower quality index ( $Q_L$ );

$$Q_L = \frac{\bar{X} - LSL}{s}$$

where:

LSL = target value minus production tolerance or lower specification limit  
s = standard deviation  
 $\bar{X}$  = arithmetic mean

5. From the table, Upper Quality Index  $Q_U$  or Lower Quality Index  $Q_L$ , of this Section 39-4.03F, "Statistical Evaluation", determine  $P_U$ ;

where:

$P_U$  = the estimated percentage of work outside the USL.  
 $P_U = 0$ , when USL is not specified.

6. From the table, Upper Quality Index  $Q_U$  or Lower Quality Index  $Q_L$ , of this Section 39-4.03F, "Statistical Evaluation," determine  $P_L$ ;

where:

$P_L$  = the estimated percentage of work outside the LSL.  
 $P_L = 0$ , when LSL is not specified.

7. Calculate the total estimated percentage of work outside the USL and LSL, percent defective

$$\text{Percent defective} = P_U + P_L$$

$P_U$  and  $P_L$  are determined from:



P <sub>U</sub> or P <sub>L</sub>	Upper Quality Index Q <sub>U</sub> or Lower Quality Index Q <sub>L</sub>												
	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
0	1.72	1.88	1.99	2.07	2.13	2.20	2.28	2.34	2.39	2.44	2.48	2.51	2.56
1	1.64	1.75	1.82	1.88	1.91	1.96	2.01	2.04	2.07	2.09	2.12	2.14	2.16
2	1.58	1.66	1.72	1.75	1.78	1.81	1.84	1.87	1.89	1.91	1.93	1.94	1.95
3	1.52	1.59	1.63	1.66	1.68	1.71	1.73	1.75	1.76	1.78	1.79	1.80	1.81
4	1.47	1.52	1.56	1.58	1.60	1.62	1.64	1.65	1.66	1.67	1.68	1.69	1.70
5	1.42	1.47	1.49	1.51	1.52	1.54	1.55	1.56	1.57	1.58	1.59	1.59	1.60
6	1.38	1.41	1.43	1.45	1.46	1.47	1.48	1.49	1.50	1.50	1.51	1.51	1.52
7	1.33	1.36	1.38	1.39	1.40	1.41	1.41	1.42	1.43	1.43	1.44	1.44	1.44
8	1.29	1.31	1.33	1.33	1.34	1.35	1.35	1.36	1.36	1.37	1.37	1.37	1.38
9	1.25	1.27	1.28	1.28	1.29	1.29	1.30	1.30	1.30	1.31	1.31	1.31	1.31
10	1.21	1.23	1.23	1.24	1.24	1.24	1.25	1.25	1.25	1.25	1.25	1.26	1.26
11	1.18	1.18	1.19	1.19	1.19	1.19	1.20	1.20	1.20	1.20	1.20	1.20	1.20
12	1.14	1.14	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
13	1.10	1.10	1.10	1.10	1.10	1.10	1.11	1.11	1.11	1.11	1.11	1.11	1.11
14	1.07	1.07	1.07	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
15	1.03	1.03	1.03	1.03	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
16	1.00	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
17	0.97	0.96	0.95	0.95	0.95	0.95	0.94	0.94	0.94	0.94	0.94	0.94	0.94
18	0.93	0.92	0.92	0.92	0.91	0.91	0.91	0.91	0.90	0.90	0.90	0.90	0.90
19	0.90	0.89	0.88	0.88	0.88	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
20	0.87	0.86	0.85	0.85	0.84	0.84	0.84	0.83	0.83	0.83	0.83	0.83	0.83
21	0.84	0.82	0.82	0.81	0.81	0.81	0.80	0.80	0.80	0.80	0.80	0.80	0.79
22	0.81	0.79	0.79	0.78	0.78	0.77	0.77	0.77	0.76	0.76	0.76	0.76	0.76
23	0.77	0.76	0.75	0.75	0.74	0.74	0.74	0.73	0.73	0.73	0.73	0.73	0.73
24	0.74	0.73	0.72	0.72	0.71	0.71	0.70	0.70	0.70	0.70	0.70	0.70	0.70
25	0.71	0.70	0.69	0.69	0.68	0.68	0.67	0.67	0.67	0.67	0.67	0.67	0.66
26	0.68	0.67	0.67	0.65	0.65	0.65	0.64	0.64	0.64	0.64	0.64	0.64	0.63
27	0.65	0.64	0.63	0.62	0.62	0.62	0.61	0.61	0.61	0.61	0.61	0.61	0.60
28	0.62	0.61	0.60	0.59	0.59	0.59	0.58	0.58	0.58	0.58	0.58	0.58	0.57
29	0.59	0.58	0.57	0.57	0.56	0.56	0.55	0.55	0.55	0.55	0.55	0.55	0.54
30	0.56	0.55	0.54	0.54	0.53	0.53	0.52	0.52	0.52	0.52	0.52	0.52	0.52
31	0.53	0.52	0.51	0.51	0.50	0.50	0.50	0.49	0.49	0.49	0.49	0.49	0.49
32	0.50	0.49	0.48	0.48	0.48	0.47	0.47	0.47	0.46	0.46	0.46	0.46	0.46
33	0.47	0.48	0.45	0.45	0.45	0.44	0.44	0.44	0.44	0.43	0.43	0.43	0.43
34	0.45	0.43	0.43	0.42	0.42	0.42	0.41	0.41	0.41	0.41	0.41	0.41	0.40
35	0.42	0.40	0.40	0.39	0.39	0.39	0.38	0.38	0.38	0.38	0.38	0.38	0.38
36	0.39	0.38	0.37	0.37	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
37	0.36	0.35	0.34	0.34	0.34	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.32
38	0.33	0.32	0.32	0.31	0.31	0.31	0.30	0.30	0.30	0.30	0.30	0.30	0.30
39	0.30	0.30	0.29	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
40	0.28	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
41	0.25	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23
42	0.23	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
43	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
44	0.16	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
45	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
46	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
47	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
48	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
49	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1. If the value of Q<sub>U</sub> or Q<sub>L</sub> does not correspond to a value in the table, use the next lower value.
2. If Q<sub>U</sub> or Q<sub>L</sub> are negative values, P<sub>U</sub> or P<sub>L</sub> is equal to 100 minus the table value for P<sub>U</sub> or P<sub>L</sub>.

**(xx) Quality Factor Determination**

Determine individual quality factors,  $QF_{QC_i}$ , using percent defective =  $P_U + P_L$  and:

Quality Factor	Quality Factors												
	Maximum Allowable Percent Defective ( $P_U + P_L$ )												
	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
1.05				0	0	0	0	0	0	0	0	0	0
1.04			0	1	3	5	4	4	4	3	3	3	3
1.03		0	2	4	6	8	7	7	6	5	5	4	4
1.02		1	3	6	9	11	10	9	8	7	7	6	6
1.01	0	2	5	8	11	13	12	11	10	9	8	8	7
1.00	22	20	18	17	16	15	14	13	12	11	10	9	8
0.99	24	22	20	19	18	17	16	15	14	13	11	10	9
0.98	26	24	22	21	20	19	18	16	15	14	13	12	10
0.97	28	26	24	23	22	21	19	18	17	16	14	13	12
0.96	30	28	26	25	24	22	21	19	18	17	16	14	13
0.95	32	29	28	26	25	24	22	21	20	18	17	16	14
0.94	33	31	29	28	27	25	24	22	21	20	18	17	15
0.93	35	33	31	29	28	27	25	24	22	21	20	18	16
0.92	37	34	32	31	30	28	27	25	24	22	21	19	18
0.91	38	36	34	32	31	30	28	26	25	24	22	21	19
0.90	39	37	35	34	33	31	29	28	26	25	23	22	20
0.89	41	38	37	35	34	32	31	29	28	26	25	23	21
0.88	42	40	38	36	35	34	32	30	29	27	26	24	22
0.87	43	41	39	38	37	35	33	32	30	29	27	25	23
0.86	45	42	41	39	38	36	34	33	31	30	28	26	24
0.85	46	44	42	40	39	38	36	34	33	31	29	28	25
0.84	47	45	43	42	40	39	37	35	34	32	30	29	27
0.83	49	46	44	43	42	40	38	36	35	33	31	30	28
0.82	50	47	46	44	43	41	39	38	36	34	33	31	29
0.81	51	49	47	45	44	42	41	39	37	36	34	32	30
0.80	52	50	48	46	45	44	42	40	38	37	35	33	31
0.79	54	51	49	48	46	45	43	41	39	38	36	34	32
0.78	55	52	50	49	48	46	44	42	41	39	37	35	33
0.77	56	54	52	50	49	47	45	43	42	40	38	36	34
0.76	57	55	53	51	50	48	46	44	43	41	39	37	35
0.75	58	56	54	52	51	49	47	46	44	42	40	38	36
Reject	60	57	55	53	52	51	48	47	45	43	41	40	37
	61	58	56	55	53	52	50	48	46	44	43	41	38
	62	59	57	56	54	53	51	49	47	45	44	42	39
	63	61	58	57	55	54	52	50	48	47	45	43	40
	64	62	60	58	57	55	53	51	49	48	46	44	41

Reject Values Greater Than Those Shown Above

Notes:

- To obtain a quality factor when the estimated percent outside specification limits from table, "Upper Quality Index  $Q_U$  or Lower Quality Index  $Q_L$ ," does not correspond to a value in the table, use the next larger value.

Compute the composite of single quality factors,  $QF_C$ , for a lot using:

$$QF_C = \sum_{i=1}^5 w_i QF_{QC_i}$$

where:

- $QF_C$  = the composite quality factor for the lot rounded to 2 decimal places.  
 $QF_{QC_i}$  = the quality factor for the individual quality characteristic.

$w =$  the weighting factor listed in the table HMA Acceptance – QC / QA.  
 $i =$  the quality characteristic index number in the table HMA Acceptance – QC / QA.

### 39-4.04 ENGINEER'S QUALITY ASSURANCE

#### 39-4.04A General

The Engineer assures quality by:

1. Reviewing mix designs and proposed JMF
2. Inspecting procedures
3. Conducting oversight of quality control inspection and records
4. Verification sampling and testing during production and paving

#### 39-4.04B Verification Sampling And Testing

##### (xxi) General

The Engineer samples:

1. Aggregate to verify gradation
2. HMA to verify asphalt binder content

##### (xxii) Verification

For aggregate gradation and asphalt binder content, the minimum ratio of verification testing frequency to quality control testing frequency is 1:5. The Engineer performs at least 3 verification tests per lot.

Using the t-test, the Engineer compares quality control tests results for aggregate gradation and asphalt binder content with corresponding verification test results. The Engineer uses the average and standard deviation of up to 20 sequential sublots for the comparison. The Engineer uses production start-up evaluation tests to represent the first subplot. When there are less than 20 sequential sublots, the Engineer uses the maximum number of sequential sublots available. The 21st subplot becomes the 1st subplot ( $n = 1$ ) in the next lot.

The t-value for a group of test data is computed as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- $n_c =$  Number of quality control tests (2 minimum, 20 maximum).
- $n_v =$  Number of verification tests (minimum of 1 required).
- $\bar{X}_c =$  Mean of quality control tests.
- $\bar{X}_v =$  Mean of verification tests.
- $S_p =$  Pooled standard deviation (When  $n_v = 1$ ,  $S_p = S_c$ ).
- $S_c =$  Standard deviation of quality control tests.
- $S_v =$  Standard deviation of verification tests (when  $n_v > 1$ ).

The comparison of quality control test results and the verification test results is at a level of significance of  $\alpha = 0.025$ . The Engineer computes t and compares it to the critical t-value,  $t_{crit}$ , from:

**Critical T-Value**

Degrees of freedom (n <sub>c</sub> +n <sub>v</sub> -2)	t <sub>crit</sub> (for α = 0.025)	Degrees of freedom (n <sub>c</sub> +n <sub>v</sub> -2)	t <sub>crit</sub> (for α = 0.025)
1	24.452	18	2.445
2	6.205	19	2.433
3	4.177	20	2.423
4	3.495	21	2.414
5	3.163	22	2.405
6	2.969	23	2.398
7	2.841	24	2.391
8	2.752	25	2.385
9	2.685	26	2.379
10	2.634	27	2.373
11	2.593	28	2.368
12	2.560	29	2.364
13	2.533	30	2.360
14	2.510	40	2.329
15	2.490	60	2.299
16	2.473	120	2.270
17	2.458	∞	2.241

If the t-value computed is less than or equal to t<sub>crit</sub>, quality control test results are verified.

If the t-value computed is greater than t<sub>crit</sub> and both  $\bar{X}_v$  and  $\bar{X}_c$  comply with acceptance specifications, the quality control tests are verified. You may continue to produce and place HMA with the following allowable differences:

1.  $|\bar{X}_v - \bar{X}_c| \leq 1.0$  percent for any grading
2.  $|\bar{X}_v - \bar{X}_c| \leq 0.1$  percent for asphalt binder content

If the t-value computed is greater than t<sub>crit</sub> and the  $|\bar{X}_v - \bar{X}_c|$  for grading or asphalt binder content are greater than the allowable differences, quality control test results are not verified and:

1. The Engineer notifies you in writing.
2. You and the Engineer must investigate why the difference exist.
3. If the reason for the difference cannot be found and corrected, the Engineer's test results are used for acceptance and pay.

**39-4.05 ENGINEER'S ACCEPTANCE**

**39-4.05A Testing**

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance – QC / QA**

Index (i)	Quality Characteristic				Weight -ing Factor (w)	Test Method	HMA Type		
							A	B	RHMA-G
	Aggregate gradation <sup>a</sup>					CT 202	JMF ± Tolerance <sup>c</sup>		
	Sieve	3/4"	1/2"	3/8"					
1	1/2"	X <sup>b</sup>	--	--	0.05				
1	3/8"	--	X	--	0.05				
1	No. 4	--	--	X	0.05				
2	No. 8	X	X	X	0.10				
3	No. 200	X	X	X	0.15				
4	Asphalt binder content (%)				0.30	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.5
5	Field compaction (% max. theoretical density) <sup>d,e</sup>				0.40	CT 375	92 – 96	92 – 96	91 – 96
	Sand equivalent (min.) <sup>f</sup>					CT 217	47	42	47
	Stabilometer value (min.) <sup>f, g</sup>					CT 366			
	No. 4 and 3/8" gradings						30	30	--
	1/2" and 3/4" gradings						37	35	23
	Air voids content (%) <sup>f, h</sup>					CT 367	4 ± 2	4 ± 2	Specification ± 2
	Percent of crushed particles coarse aggregate (% min.)					CT 205			
	One fractured face						90	25	--
	Two fractured faces						75	--	90
	Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.)								
	One fractured face						70	20	70
	HMA moisture content (% max.)					CT 226 or CT 370	1.0	1.0	1.0
	Los Angeles Rattler (% max.)					CT 211			
	Loss at 100 rev.						12	--	12
	Loss at 500 rev.						45	50	40
	Fine aggregate angularity (% min.) <sup>i</sup>					CT 234	45	45	45
	Flat and elongated particle (% max. by weight @ 5:1)					CT 235	Report only	Report only	Report only
	Voids in mineral aggregate (% min.) <sup>j</sup>								(Note k)
	No. 4 grading					LP-2	17.0	17.0	--
	3/8" grading						15.0	15.0	--
	1/2" grading						14.0	14.0	18.0 - 23.0
	3/4" grading						13.0	13.0	18.0 - 23.0
	Voids filled with asphalt (%) <sup>j</sup>								
	No. 4 grading					LP-3	76.0 - 80.0	76.0 - 80.0	Report only
	3/8" grading						73.0 - 76.0	73.0 - 76.0	
	1/2" grading						65.0 - 75.0	65.0 - 75.0	
	3/4" grading						65.0 - 75.0	65.0 - 75.0	
	Dust proportion <sup>j</sup>					LP-4			
	No. 4 and 3/8" gradings						0.9 - 2.0	0.9 – 2.0	Report only
	1/2" and 3/4" gradings						0.6 - 1.3	0.6 – 1.3	

	Smoothness		Section 39-1.12	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>
	Asphalt binder		Various	Section 92	Section 92	Section 92
	Asphalt rubber binder		Various	--	--	Section 92-1.02(C) and Section 39-1.02D
	Asphalt modifier		Various	--	--	Section 39-1.02D
	Crumb rubber modifier		Various	--	--	Section 39-1.02D

Notes:

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

<sup>c</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>d</sup> The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or No.4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>e</sup> California Test 375 is used to determined field compaction, except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

<sup>f</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>i</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>j</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

The Engineer determines the percent of maximum theoretical density from the average density of 3 density cores you take from every 750 tons of production or part thereof divided by the maximum theoretical density.

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

1. If 1/2-inch, 3/8-inch, or No. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
2. If 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot and any layer is less than 0.20 foot.

The Engineer calculates  $QF_{QC_i}$  for  $i = 1, 2, 3,$  and  $4$  using quality control data and  $QF_{QC_i}$  for  $i = 5$  using quality assurance data.

The Engineer stops production and terminates a lot if:

1. The lot's composite quality factor,  $QF_C$ , or an individual quality factor,  $QF_{QC_i}$  for  $i = 3, 4, \text{ or } 5$ , is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor,  $QF_{QC_i}$  for  $i = 1 \text{ or } 2$ , is below 0.75
3. Quality characteristics for which a quality factor,  $QF_{QC_i}$ , is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

For any single quality characteristic for which a quality factor,  $QF_{QC_i}$ , is not determined, except smoothness, if 2 consecutive acceptance test results do not comply with specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### 39-4.05B Statistical Evaluation, Determination Of Quality Factors And Acceptance

#### (xxiii) Statistical Evaluation and Determination of Quality Factors

To determine the individual quality factor,  $QF_{QC_i}$ , for any quality factor  $i = 1$  through 5 or a lot's composite quality factor,  $QF_C$ , for acceptance and payment adjustment, the Engineer uses the evaluation specifications under Section 39-4.03F, "Statistical Evaluation," and:

1. Verified quality control test results for aggregate gradation
2. Verified quality control test results for asphalt binder content
3. The Engineer's test results for percent of maximum theoretical density

#### (xxiv) Lot Acceptance Based on Quality Factors

The Engineer accepts a lot based on the quality factors determined for aggregate gradation and asphalt binder content,  $QF_{QC_i}$  for  $i = 1$  through 4, using the total number of verified quality control test result values and the total percent defective ( $P_U + P_L$ ).

The Engineer accepts a lot based on the quality factor determined for maximum theoretical density,  $QF_{QC_5}$ , using the total number of test result values from density cores and the total percent defective ( $P_U + P_L$ ).

The Engineer calculates the quality factor for the lot,  $QF_C$ , which is a composite of weighted individual quality factors,  $QF_{QC_i}$ , determined for each quality characteristic in the HMA Acceptance – QC / QA table in Section 39-4.05A, "Testing."

The Engineer accepts a lot based on quality factors if:

1. The current composite quality factor,  $QF_C$ , is 0.90 or greater
2. Each individual quality factor,  $QF_{QC_i}$  for  $i = 3, 4, \text{ and } 5$ , is 0.90 or greater
3. Each individual quality factor,  $QF_{QC_i}$  for  $i = 1 \text{ and } 2$ , is 0.75 or greater

No single quality characteristic test may represent more than the smaller of 750 tons or 1 day's production.

#### (xxv) Payment Adjustment

If a lot is accepted, the Engineer adjusts payment with the following formula:

$$PA = \sum_{i=1}^n HMACP * w_i * [QF_{QC_i} * (HMATT - WHMATT_i) + WHMATT_i] - (HMACP * HMATT)$$

where:

$PA =$	Payment adjustment rounded to 2 decimal places.
$HMACP =$	HMA contract price.
$HMATT =$	HMA total tons represented in the lot.
$WHMATT_i =$	Total tons of waived quality characteristic HMA.
$QF_{QC_i} =$	Running quality factor for the individual quality characteristic.

$QF_{QC_i}$  for  $i = 1$  through 4 must be from verified Contractor's QC results.  $QF_{QC5}$  must be determined from the Engineer's results on density cores taken for percent of maximum theoretical density determination.

$w =$

Weighting factor listed in the HMA acceptance table.

$i =$

Quality characteristic index number in the HMA acceptance table.

If the payment adjustment is a negative value, the Engineer deducts this amount from payment. If the payment adjustment is a positive value, the Engineer adds this amount to payment.

The 21st subplot becomes the 1st subplot ( $n = 1$ ) in the next lot. When the 21st sequential subplot becomes the 1st subplot, the previous 20 sequential subplots become a lot for which the Engineer determines a quality factor. The Engineer uses this quality factor to pay for the HMA in the lot. If the next lot consists of less than 8 subplots, these subplots must be added to the previous lot for quality factor determination using 21 to 27 subplots.

#### **39-4.05C Dispute Resolution**

For a lot, if you or the Engineer dispute any quality factor,  $QF_{QC_i}$ , or verification test result, every subplot in that lot must be retested.

Referee tests must be performed under the specifications for acceptance testing.

Any quality factor,  $QF_{QC_i}$ , must be determined using the referee tests.

For any quality factor,  $QF_{QC_i}$ , for  $i = 1$  through 5, dispute resolution:

1. If the difference between the quality factors for  $QF_{QC_i}$  using the referee test result and the disputed test result is less than or equal to 0.01, the original test result is correct.
2. If the difference between the quality factor for  $QF_{QC_i}$  using the referee test result and the disputed test result is more than 0.01, the quality factor determined from the referee tests supersedes the previously determined quality factor.

### **39-5 MEASUREMENT AND PAYMENT**

#### **39-5.01 MEASUREMENT**

The contract item for HMA is measured by weight. The weight of each HMA mixture designated in the Engineer's Estimate must be the combined mixture weight.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under Section 92, "Asphalts," or Section 94, "Asphaltic Emulsions," as the case may be.

If recorded batch weights are printed automatically, the contract item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. A copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

The contract item for placing HMA dike is measured by the linear foot along the completed length. The contract item for placing HMA in miscellaneous areas is measured as the in-place compacted area in square yards. In addition to the quantities measured on a linear foot or square yard basis, the HMA for dike and miscellaneous areas are measured by weight.

The contract item for geosynthetic pavement interlayer is measured by the square yard for the actual pavement area covered.

#### **39-5.02 PAYMENT**

The contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.



If HMA is specified to comply with Section 39-4, "Quality Control / Quality Assurance," the Engineer adjusts payment under that section.

Full compensation for the Quality Control Plan and prepaving conference is included in the contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for reclaimed asphalt pavement is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

The contract price paid per ton for hot mix asphalt (leveling) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in hot mix asphalt (leveling), complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA dike at the contract price per linear foot for place HMA dike and by the ton for HMA. The contract prices paid per linear foot for place hot mix asphalt dike as designated in the Engineer's Estimate include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA dike, complete in place, including excavation, backfill, and preparation of the area to receive the dike, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA specified to be a miscellaneous area at the contract price per square yard for place hot mix asphalt (miscellaneous area) and per ton for hot mix asphalt. The contract price paid per square yard for place hot mix asphalt (miscellaneous area) includes full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA (miscellaneous area) complete in place, including excavation, backfill, and preparation of the area to receive HMA (miscellaneous area), as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If the Quality Control / Quality Assurance construction process is specified, HMA placed in dikes and miscellaneous areas is paid for at the contract price per ton for hot mix asphalt under Section 39-4, "Quality Control / Quality Assurance." Section 39-4.05B, "Statistical Evaluation, Determination of Quality Factors and Acceptance," does not apply to HMA placed in dikes and miscellaneous areas.

If there are no contract items for place hot mix asphalt dike and place hot mix asphalt (miscellaneous area) and the work is specified, full compensation for constructing HMA dikes and HMA (miscellaneous areas) including excavation, backfill, and preparation of the area to receive HMA dike or HMA (miscellaneous area) is included in the contract price paid per ton for the hot mix asphalt designated in the Engineer's Estimate and no separate payment will be made therefor.

The contract price paid per square yard for geosynthetic pavement interlayer includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing geosynthetic pavement interlayer, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per ton for paving asphalt (binder, geosynthetic pavement interlayer) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paving asphalt (binder, geosynthetic pavement interlayer), complete in place, including spreading sand to cover exposed binder material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for small quantities of HMA placed on geosynthetic pavement interlayer to prevent displacement during construction is included in the contract price paid per ton for the HMA being paved over the interlayer and no separate payment will be made therefor.

The contract price paid per ton for tack coat includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying tack coat, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The Engineer does not adjust payment for increases or decreases in the quantities for tack coat, regardless of the reason for the increase or decrease. Section 4-1.03B, "Increased or Decreased Quantities," does not apply to the items for tack coat.

Full compensation for performing smoothness testing, submitting written and electronic copies of tests, and performing corrective work including applying fog seal coat is included in the contract price paid per ton for the HMA designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for spreading sand on RHMA-G, RHMA-O, and RHMA-O-HB surfaces and for sweeping and removing excess sand is included in the contract price paid per ton for rubberized hot mix asphalt as designated in the Engineer's Estimate and no separate payment will be made therefor.



#### **40-1.02D Independent Third Party Air Content Testing Laboratory**

Before testing, submit for the Engineer's approval the name of a laboratory that will test drilled core specimens for air content in cases of dispute.

#### **40-1.02E Dowel Bars**

Before placing dowel bars, submit a procedure for identifying transverse contraction joint locations relative to the dowel bars' longitudinal center and a procedure for consolidating concrete around the dowel bars.

#### **40-1.02F Concrete Field Qualification**

Submit field qualification data and test reports including:

1. Mixing date
2. Mixing equipment and procedures used
3. Batch volume in cubic yards
4. Type and source of ingredients used
5. Penetration of the concrete
6. Air content of the plastic concrete
7. Age and strength at time of concrete beam testing

Field qualification test reports must be certified with a signature by an official in responsible charge of the laboratory performing the tests.

#### **40-1.02G Frequency Measuring Device (Tachometer)**

Submit calibration documentation and operational guidelines for frequency measuring devices for concrete consolidation vibrators.

#### **40-1.02H Manufacturer's Recommendations and Instructions**

If used and at least 15 days before delivery to the job site, submit manufacturer's recommendations and instructions for storage and installation of:

1. Threaded tie bar splice couplers
2. Chemical adhesive (drill and bond)
3. Silicone liquid sealant
4. Asphalt rubber liquid sealant
5. Preformed compression seals
6. Joint filler material

#### **40-1.02I Mix Proportions**

At least 15 days before starting testing for mix proportions, submit a copy of the AASHTO accreditation for your laboratory determining the mix proportions. At least 30 days before starting field qualification, submit the proposed concrete mix proportions, the corresponding mix identifications, and laboratory test reports including the modulus of rupture for each trial mixture at 10, 21, 28, and 42 days.

#### **40-1.02J Preformed Compression Seal**

Submit the manufacturer's data sheet used to develop the recommended preformed compression seal based on the joint dimensions.

#### **40-1.02K Concrete Pavement Early Age Crack Mitigation System**

At least 24 hours before each paving shift, submit:

1. Early age stress and strength predictions
2. Scheduled sawing and curing activities
3. Contingency plan if volunteer cracking occurs

At least 24 hours before paving, meet with the Engineer to review the submittals for the early age crack mitigation system.

During paving, update the system with current weather data obtained from a portable weather station. Before paving concrete pavement with these updates, submit new stress and strength predictions and curing and sawing activity schedules.

#### **40-1.02L Profilograms**

Submit profilograms within 5 business days of initial profiling and within 2 business days of profiling corrected sections.

Submit 1 electronic copy of profile information in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

Submit the original of final profilograms before the Engineer accepts the contract. Submitted profilograms become the Department's property.

#### **40-1.02M Protecting Concrete Pavement During Cold Weather**

Submit a plan for protecting concrete pavement during the initial 72 hours after paving when the forecasted minimum ambient temperature is below 40 degrees F.

#### **40-1.02N Quality Control Charts**

Submit updated quality control charts each paving day.

#### **40-1.02O Quality Control Plan**

At least 30 days before the start of field qualification, submit a concrete pavement quality control plan (QCP).

### **40-1.03 QUALITY CONTROL AND ASSURANCE**

#### **40-1.03A Contractor Quality Control Plan**

Establish, implement, and maintain a QCP for concrete pavement. The QCP must describe the organization and procedures you use to:

1. Control the production process
2. Determine if changes to the production process are needed
3. Implement changes

The QCP must address the elements affecting concrete pavement quality including:

1. Mix proportions
2. Aggregate gradation
3. Materials quality
4. Stockpile management
5. Line and grade control
6. Proportioning
7. Mixing and transportation
8. Placing and consolidation
9. Contraction and construction joints
10. Dowel bar placement, alignment, and anchorage
11. Tie bar placement
12. Modulus of rupture
13. Finishing and curing
14. Surface smoothness
15. Joint sealant and compression seal installation

The QCP must include details of corrective action to be taken if any process is out of control. As a minimum, a process is out of control if any of the following occurs:

1. For fine and coarse aggregate gradation, 2 consecutive running averages of 4 tests are outside the specification limits
2. For individual penetration or air content measurements:
  - 2.1. One point falls outside the suspension limit line
  - 2.2. Two points in a row fall outside the action limit line

Stop production and take corrective action for out of control processes or the Engineer rejects subsequent material.

**40-1.03B Quality Control Testing**

Select random locations and perform sampling and testing in compliance with:

**Quality Control Testing**

Test	Frequency	Test Method
Cleanness value	2 per day	CT 227
Sand equivalent	2 per day	CT 217
Aggregate gradation	2 per day	CT 202
Air content (freeze thaw) <sup>a</sup>	1 per hour	CT 504
Air content (non-freeze thaw)	1 per 4 hours	CT 504
Density	1 per 4 hours	CT 518
Penetration	1 per 4 hours	CT 533
Calibration of moisture meter <sup>b, c</sup>	1 per day	CT 223 or CT 226

Notes:

<sup>a</sup> If air entrainment is specified, make at least 1 air content measurement per hour. If air entrainment is not specified, make at least 1 air content measurement per 4 hours.

<sup>b</sup> Make at least 1 measurement of moisture content per week to check the calibration of an electronically actuated moisture meter.

<sup>c</sup> Random location sampling and testing is not applicable.

If air entrainment is specified, the testing laboratory and tester must be qualified under the Department's Independent Assurance Manual. The manual is available from the Transportation Laboratory.

**40-1.03C Control Charts**

Maintain control charts to identify potential problems and assignable causes. Post a copy of each control chart at a location determined by the Engineer.

Individual measurement control charts must use the target values in the mix proportions as indicators of central tendency.

Develop linear control charts for:

1. Cleanness value
2. Sand equivalent
3. Fine and coarse aggregate gradation
4. Air content
5. Penetration

Control charts must include:

1. Contract number
2. Mix proportions
3. Test number
4. Each test parameter
5. Action and suspension limits
6. Specification limits
7. Quality control test results

For fine and coarse aggregate gradation control charts, record the running average of the previous 4 consecutive gradation tests for each sieve and superimpose the specification limits.

For penetration and air content control charts, record the individual measurements and superimpose the following action and suspension limits:

<b>Penetration and Air Content Action and Suspension Limits</b>		
Control Parameter	Individual Measurements	
	Action Limit	Suspension Limit
Penetration, CT 533	1 inch	1-1/2 inch
Air content, CT 504	±1.0 percent	±1.5 percent

**40-1.03D Contractor's Laboratory**

Use a laboratory that complies with ASTM C 1077 to determine the mix proportions for concrete pavement. The laboratory must have a current AASHTO accreditation for:

1. AASHTO T 97 or ASTM C 78
2. ASTM C 192/C 192M

**40-1.03E Joint Sealant and Compression Seal Installation Training**

Before installing joint sealant or compression seals, arrange for a representative from the joint sealant or compression seal manufacturer to provide training on the cleaning and preparation of the joint and installing the sealant or seal. Until your personnel and the Department's personnel have been trained, do not install joint sealant or compression seals.

**40-1.03F Frequency Measuring Device (Tachometer)**

Before each day's concrete pavement placement and at intervals not to exceed 4 hours of production, test and record vibration frequency for concrete consolidation vibrators.

**40-1.03G Early Age Concrete Pavement Crack Mitigation System**

Develop and implement a system for predicting concrete pavement stresses and strength during the initial 72 hours after paving. The system must include:

1. Subscribing to a weather service to obtain forecasts for wind speed, ambient temperatures, humidity, and cloud cover
2. Portable weather station with anemometer, temperature and humidity sensors, located at the paving site
3. Early age concrete pavement stress and strength prediction computer program
4. Analyzing, monitoring, updating, and reporting the system's predictions

**40-1.03H Curing Compound**

Sample curing compound from shipping containers at the manufacturer's source of supply. Split the samples.

**40-1.03I Concrete Pavement Smoothness**

Within 10 days after paving, measure the Profile Index (PI<sub>0</sub>) of the concrete pavement surface using a zero (null) blanking band under California Test 526.

For the following concrete pavement areas, the Engineer does not require a profilograph and you must test and correct high points determined by a 12-foot straightedge placed parallel with and perpendicular to the centerline:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including concrete pavement within the superelevation transitions of those curves.
2. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
3. Where steep grades and superelevation rates greater than 6 percent are present on:
  - 3.1. Ramps
  - 3.2. Connectors
4. Turn lanes and areas around manholes or drainage transitions

5. Acceleration and deceleration lanes for at-grade intersections
6. Shoulders and miscellaneous gore areas

Use a California Profilograph to determine the concrete pavement profile. If the profilograph uses a mechanical recorder, use an electronic scanner to reduce the profilogram.

The profilograph operator must be qualified under the Department's Independent Assurance Manual. The manual is available from the Department's Materials Engineering and Testing Services Web site.

#### **40-1.03J Profilograph Test Procedure**

Notify the Engineer at least 2 business days before performing profilograph testing. Each day before performing profilograph testing, notify the Engineer of the start location. Perform profilograph testing in the Engineer's presence.

Before starting profilograph testing, remove foreign objects from the concrete pavement surface.

Before starting profilograph testing, calibrate the profilograph in the Engineer's presence. If the Engineer chooses not to be present during profilograph testing, you may perform the testing with the Engineer's written approval. Note the Engineer's absence on the profilogram.

Determine  $PI_0$  values for the final concrete pavement surface of each 0.1-mile section of a traffic lane. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane. Each section's  $PI_0$  is the average of the  $PI_0$  values for the measurements within that traffic lane. A section that is less than 0.01 mile and is the result of an interruption to continuous concrete pavement surface must comply with the  $PI_0$  specifications for a full section. Adjust the  $PI_0$  for a partial section to reflect a full section.

Use stationing to locate vertical deviations greater than 0.3 inches. The profilogram stationing must be the same as the project stationing. Note 0.1-mile segments on the profilogram.

Label the profilogram with:

1. Contract number
2. County and route number
3. Stationing
4. Operator's name
5. Test date
6. Test number
7. Traffic direction
8. Traffic lane (numbered from left to right in direction of travel)
9. Test wheel path (left or right in direction of travel)
10. Test direction
11. Paving direction

#### **40-1.03K Smoothness Corrective Action**

Correct concrete pavement not complying with the Engineer's acceptance specifications for smoothness by grinding under Section 42-2, "Grinding."

Do not grind before:

1. Ten days after concrete pavement placement
2. The concrete has developed a modulus of rupture of at least 550 psi

Grind the entire lane width. When completed, the lane width must be uniform in texture and appearance. Square the corrected area's start and end normal to the paved surface's centerline.

Retest sections where corrections were made.

#### **40-1.03L Acceptance Criteria**

##### **(xxvi) General**

Concrete pavement is accepted based on the Department's testing for the concrete pavement quality characteristics shown in the following table:

**Concrete Pavement Acceptance Testing**

Quality Characteristic	Quantity	Test
28-day modulus of rupture	1,000 cubic yards	CT 523
Thickness	1,200 square yards for primary area measurements	CT 531
Dowel bar placement	700 square yards	Measurement
Tie bar placement	4,000 square yards	Measurement
Coefficient of friction	One day's paving	CT 342
Air content (freeze-thaw) <sup>a</sup>	One day's paving	CT 504

Note:

<sup>a</sup> Air content tests must be performed under California Test 504 if air entrainment is specified.

Pavement smoothness may be accepted based on the Department's testing. A single test represents no more than 0.1 mile.

Acceptance of modulus of rupture, thickness, dowel bar and tie bar placement, coefficient of friction, smoothness, and air content, does not constitute final concrete pavement acceptance.

**(xxvii) Modulus of Rupture**

The Engineer accepts concrete pavement for modulus of rupture on a lot basis. The minimum modulus of rupture for each lot is 570 psi at 28 days.

For each lot of concrete for concrete pavement:

1. Quantity must not exceed 1,000 cubic yards.
2. Department determines the modulus of rupture of test beams aged 10 days and 28 days.
3. Department calculates the modulus of rupture by averaging the individual test results of 2 beams aged for 28 days.

The Department provides molds and machines for modulus of rupture acceptance testing. Provide material and labor the Engineer may require.

**(xxviii) Concrete Pavement Smoothness**

If the Department tests for smoothness, the tests are performed under Section 40-1.03I, "Concrete Pavement Smoothness."

The Engineer accepts concrete pavement for smoothness in compliance with the following:

1. For tangents and horizontal curves having a centerline radius of curvature 2,000 feet or more, the PI<sub>0</sub> must be at most 2-1/2 inches per 0.1-mile section.
2. For horizontal curves having a centerline radius of curvature from 1,000 to 2,000 feet including concrete pavement within the superelevation transitions of those curves, the PI<sub>0</sub> must be at most 5 inches per 0.1-mile section.
3. If using a profilograph to measure smoothness, the surface must not have individual high points greater than 0.3 inch.
4. If using a straightedge to measure smoothness, the surface must be within 0.02 foot of the straightedge's lower edge.

Profile index specifications apply to existing pavement within 50 feet of the transverse joint separating new concrete pavement and the existing pavement.

If the Department's profilograph test results do not match yours, the Engineer may order you to recalibrate your profilograph equipment and perform a retest. If your test results are inaccurate due to operator error, the Engineer may disqualify your profilograph operator. If the Engineer determines your test results are inaccurate, the Engineer does not make adjustments to payment or contract time for recalibrating, retesting, and delays.

**(xxix) Concrete Pavement Thickness**

The Engineer accepts concrete pavement for thickness based on coring in the primary area, which is the area placed in 1 day for each thickness. Concrete pavement thickness must not be deficient by more than 0.05 foot.



After corrective grinding has been completed, core concrete pavement in the primary area under Section 40-3.16, "Obtaining Drilled Cores," at locations determined by the Engineer and in the Engineer's presence. The core specimen diameter must be 4 inches. To identify the limits of concrete pavement deficient in thickness by more than 0.05 foot, you may divide primary areas into secondary areas. Specifications that may affect concrete pavement thickness such as allowable tolerances for subgrade construction do not change the thickness specified for concrete pavement.

In each primary area, the Engineer measures concrete pavement thickness every 1,200 square yards and any remaining area. The Engineer measures cores under California Test 531 to the nearest 0.01 foot. Core at least 1 foot from existing, contiguous, and parallel concrete pavement not constructed as part of this contract.

You may request the Engineer make additional thickness measurements and use them to determine the average thickness variation. The Engineer determines the locations with random sampling methods.

If each thickness measurement in a primary area is less than 0.05 foot deficient, the Engineer calculates the average thickness deficiency in that primary area. The Engineer uses 0.02 foot for a thickness difference more than 0.02 foot over the specified thickness.

For each thickness measurement in a primary area deficient by more than 0.05 foot, the Engineer determines a secondary area where the thickness deficiency is more than 0.05 foot. The Engineer determines this secondary area by measuring the thickness of each concrete pavement slab adjacent to the measurement found to be more than 0.05 foot deficient. The Engineer continues to measure the thickness until an area that is bound by slabs with thickness deficient by 0.05 foot or less is determined.

Slabs without bar reinforcement are defined as the areas bound by longitudinal and transverse joints and concrete pavement edges. Slabs with bar reinforcement are defined as the areas bound by longitudinal joints and concrete pavement edges and 15-foot lengths. Secondary area thickness measurements in a slab determine that entire slab's thickness.

The Engineer measures the remaining primary area thickness after removing the secondary areas from consideration for determining the average thickness deficiency.

The Engineer determines the slabs to remove and replace.

**(xxx) Required Use of Air-Entraining Admixtures**

If air-entraining admixtures are specified, the Engineer may choose to accept concrete pavement for air content based on your air content quality control tests. The Engineer decides to use your air content quality control tests based on a *t*-test that determines the difference in the means of your test and the Engineer's verification tests. The Engineer calculates the *t*-value of the test data as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- $n_c$  = Number of your quality control tests (minimum of 6 required)
- $n_v$  = Number of verification tests (minimum of 2 required)
- $\bar{X}_c$  = Mean of your quality control tests
- $\bar{X}_v$  = Mean of the verification tests
- $S_p$  = Pooled standard deviation  
(When  $n_v = 1$ ,  $S_p = S_c$ )
- $S_c$  = Standard deviation of your quality control tests
- $S_v$  = Standard deviation of the verification tests (when  $n_v > 1$ )

The Engineer compares your quality control test results with the Department's verification test results at a level of significance of  $\alpha = 0.01$ . The Engineer compares the *t*-value to  $t_{crit}$ , determined from:

$t_{crit}$	
degrees of freedom ( $n_c+n_v-2$ )	$t_{crit}$ (for $\alpha = 0.01$ )
1	63.657
2	9.925
3	5.841
4	4.604
5	4.032
6	3.707
7	3.499
8	3.355
9	3.250
10	3.169

If the  $t$ -value calculated is less than or equal to  $t_{crit}$ , your quality control test results are verified. If the  $t$ -value calculated is greater than  $t_{crit}$ , quality control test results are not verified.

If your quality control test results are not verified, core at least 3 specimens from concrete pavement under Section 40-3.16, "Obtaining Drilled Cores." The Engineer selects the core locations. Your approved third party independent testing laboratory must test these specimens for air content under ASTM C 457. The Engineer compares these test results with your quality control test results using the  $t$ -test method. If your quality control test results are verified based on this comparison, the Engineer uses the quality control test results for acceptance of concrete pavement for air content. If your quality control test results are not verified based on this comparison, the Engineer uses the air content of core specimens determined under ASTM C 457 for acceptance.

**(xxxi) Dowel Bar and Tie Bar Placement**

Dowel bar alignment must comply with section 40-3.06. Tie bar alignment must comply with Section 40-3.05. Except for CRCP, core specimens for:

1. Dowel bar placement
2. Tie bar placement
3. Concrete consolidation

Obtain cores under Section 40-3.16, "Obtaining Drilled Cores." The Engineer determines the core locations. Each core must have a nominal diameter of 4 inches. Core each day's paving within 2 business days in compliance with:

1. One test for every 700 square yards of doweled concrete pavement or remaining fraction of that area. Each dowel bar test consists of 2 cores, 1 on each dowel bar end to expose both ends and allow measurement.
2. One test for every 4,000 square yards of concrete pavement with tie bars or remaining fraction of that area. Each tie bar test consists of 2 cores, 1 on each tie bar end to expose both ends and allow measurement.

If the tests indicate dowel or tie bars are not placed within the specified tolerances or if there are air voids around the dowel or tie bars, core additional specimens to determine the limits of unacceptable work.

The Engineer determines the slabs to remove and replace.

If the Engineer approves your request, slabs may remain in place with an adjustment in payment for:

1. Dowel bars with centers from  $\pm 2$  inches to  $\pm 3$  inches from the saw cut of a transverse contraction joint or with deficient concrete consolidation around the dowel bars
2. Tie bars placed outside their specified placement and position or with deficient concrete consolidation around the tie bars

**(xxxii) Bar Reinforcing Steel**

The Engineer accepts concrete pavement for bar reinforcing steel based on inspection before concrete placement.

**(xxxiii) Curing Compound**

Curing compound sampled from shipping containers from the manufacturer's supply source or from the job site must match the test results for viscosity, nonvolatile content, and pigment content within the specified tolerances listed in the precision and bias statements for the test methods.

**40-2 MATERIALS**

**40-2.01 CONCRETE**

**40-2.01A General**

Concrete must comply with Section 90, "Portland Cement Concrete."

**40-2.01B Aggregate**

The specifications for reduction in Operating Range and Contract Compliance for cleanness value and sand equivalent specified under Section 90-2.02A, "Coarse Aggregate," and Section 90-2.02B, "Fine Aggregate," do not apply to concrete pavement.

Combined aggregate gradings must comply with Section 90-3, "Aggregate Gradings," and the difference between the percent passing the 3/8-inch sieve and the percent passing the No. 8 sieve must not be less than 16 percent of the total aggregate.

**40-2.01C Cementitious Material**

Concrete for concrete pavement must contain from 505 pounds to 675 pounds cementitious material per cubic yard. Determine the minimum cementitious materials content. Use your value for minimum cementitious material content for *MC* in equation 1 and equation 2 of section 90-1.02B(3).

**40-2.01D Mix Proportions**

Your laboratory determining mix proportions must determine the minimum cementitious materials content or the maximum water to cementitious materials ratio and:

1. You must make trial mixtures no more than 24 months before field qualification.
2. Modulus of rupture used to determine the minimum cementitious materials content or maximum water to cementitious materials ratio must be 570 psi at 28 days age and 650 psi at 42 days age.
3. Your laboratory must determine an increase in the cementitious materials content or a decrease in the water to cementitious materials ratio from the trial mixtures to ensure concrete pavement complies with the specifications.

If changing an aggregate supply source or the mix proportions, produce a trial batch and field-qualify the new concrete. The Engineer does not adjust contract time for performing sampling, testing, and qualifying new mix proportions or changing an aggregate supply source.

**40-2.01E Field Qualification**

Proposed mix proportions must be field qualified before you place concrete pavement. Use an American Concrete Institute (ACI) certified "Concrete Laboratory Technician, Grade I" to perform field qualification tests and calculations.

The Engineer accepts field qualification if five beams made and tested under California Test 523 comply with the following:

1. At a minimum, beams are tested at 10, 21, and 28 days of age
2. At your choice of age not later than 28 days, no single beam's modulus of rupture is less than 550 psi and the average modulus of rupture is at least 570 psi

**40-2.02 TIE BARS**

Tie bars must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with Section 52-1.02B, "Epoxy-coated Reinforcement" except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars complying with ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with "Epoxy-coated Prefabricated Reinforcement" in the special provisions except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

Fabricate, sample, and handle epoxy-coated deformed tie bars at the job site under ASTM D 3963/D 3963M and Section 52-1.02B, "Epoxy-coated Reinforcement."

Do not bend tie bars.

#### **40-2.03 DOWEL BARS**

##### **40-2.03A General**

Dowel bars must be plain bars. Fabricate, sample, and handle epoxy-coated dowel bars under ASTM D 3963/D 3963M and section 52-1.02B, "Epoxy-coated Reinforcement," except each sample must be 18 inches long.

If the project is not shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with either (1) Section 52-1.02B, "Epoxy-coated Reinforcement" or (2) "Epoxy-coated Prefabricated Reinforcement" in the special provisions.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with "Epoxy-coated Prefabricated Reinforcement" in the special provisions.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

##### **40-2.03B Dowel Bar Lubricant**

Dowel bar lubricant must be either (1) petroleum paraffin based or (2) curing compound no. 3. Paraffin-based lubricant must be either Dayton Superior DSC BB-Coat, Valvoline Tectyl 506, or an approved equal. Petroleum paraffin based lubricant must be factory-applied.

#### **40-2.04 CURING COMPOUND**

Curing compound must be curing compound (1) or (2) with white pigment under Section 90-7.01B, "Curing Compound Method."

Reflectance must be at least 60 percent when tested under ASTM E 1347.

#### **40-2.05 CHEMICAL ADHESIVE (DRILL AND BOND)**

Chemical adhesive for drilling and bonding dowels and tie bars must be prequalified. A list of prequalified chemical adhesives is available on the Department's Materials Engineering and Testing Services website. The

prequalified list indicates the appropriate chemical adhesive system for the concrete temperature and installation conditions.

Each chemical adhesive system must clearly and permanently show the following:

1. Manufacturer's name
2. Model number of the system
3. Manufacture date
4. Batch number
5. Expiration date
6. Current International Conference of Building Officials Evaluation Report number
7. Directions for use
8. Warnings or precautions required by state and federal laws and regulations

#### **40-2.06 DOWEL AND TIE BAR BASKETS**

For dowel and tie bar baskets, wire must comply with ASTM A 82/A 82M and be welded under ASTM A 185/A 185M, Section 7.4. The minimum wire-size no. is W10. Use either U-frame or A-frame shaped assemblies.

If the project is not shown to be in high desert or any mountain climate region. Baskets may be epoxy-coated, and the epoxy coating must comply with either (1) Section 52-1.02B, "Epoxy-coated Reinforcement" or (2) "Epoxy-coated Prefabricated Reinforcement" in the special provisions.

If the project is shown to be in high desert or any mountain climate region, wire for dowel bar and tie bar baskets must be one of the following:

1. Epoxy-coated wire under "Epoxy-coated Prefabricated Reinforcement" in the special provisions
2. Stainless-steel wire. Wire must be descaled, pickled, and polished solid stainless-steel. Wire must comply with (1) the chemical requirements in ASTM A 276/A 276M, UNS Designation S31603 or S31803 and (2) the tension requirements in ASTM A 1022/ A 1022M.

Handle epoxy-coated tie bar and dowel bar baskets under ASTM D 3963/D 3963M and either (1) Section 52-1.02B, "Epoxy-coated Reinforcement" or (2) "Epoxy-coated Prefabricated Reinforcement" in the special provisions.

Fasteners must be driven fasteners under ASTM F 1667. Fasteners on lean concrete base or HMA must have a minimum shank diameter of 3/16 inch and a minimum shank length of 2-1/2 inches. For asphalt treated permeable base or cement treated permeable base, the shank diameter must be at least 3/16 inch and the shank length must be at least 5 inches.

Fasteners, clips, and washers must have a minimum 0.2-mil thick zinc coating applied either by electroplating or galvanizing.

#### **40-2.07 BACKER RODS**

Backer rods must be Type 1 under ASTM D 5249. Backer rod diameter must be at least 25 percent greater than the sawcut joint width. Backer rod material must be expanded, crosslinked, closed-cell polyethylene foam. No bond or adverse reaction may occur between the backer rod and sealant.

#### **40-2.08 JOINT FILLER MATERIAL**

Joint filler for isolation joints must be preformed expansion joint filler for concrete (bituminous type) under ASTM D 994.

#### **40-2.09 HYDRAULIC CEMENT GROUT (NON-SHRINK)**

Hydraulic cement grout (non-shrink) must comply with ASTM C 1107/ C 1107M. Use clean, uniform, rounded aggregate filler to extend the grout. Aggregate filler must not exceed 60 percent of the grout mass or the maximum recommended by the manufacturer, whichever is less. Aggregate filler moisture content must not exceed 0.5 percent. Aggregate filler must comply with:

### Aggregate Filler Grading

Sieve Size	Percentage Passing
1/2-inch	100
3/8-inch	85 - 100
No. 4	10 - 30
No. 8	0 - 10
No. 16	0 - 5

#### 40-2.10 BAR REINFORCEMENT

Bar reinforcement must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, bar reinforcement must comply with section 52.

If the project is shown to be in high desert or any mountain climate regions, bar reinforcement must be one of the following:

1. Epoxy-coated bar reinforcement under section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60. Bars must be handled under ASTM D 3963/D 3963M and section 52-2.02C.
2. Low carbon, chromium steel bar complying with ASTM A 1035/A 1035M

#### 40-2.11 JOINT SEALANT

##### 40-2.11A General

Do not use hot-pour sealant that will melt the backer rod.

##### 40-2.11B Silicone Joint Sealant

Silicone joint sealant must be prequalified. A list of prequalified silicone joint sealant available on the Department's Materials Engineering and Testing Services Web site at:

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

##### 40-2.11C Asphalt Rubber Joint Sealant

Asphalt rubber joint sealant must:

1. Be a mixture of paving asphalt and ground rubber containing not less than 22 percent ground rubber by weight. One hundred percent of ground rubber must pass a No. 8 sieve. Ground rubber must be vulcanized or a combination of vulcanized and devulcanized materials.
2. Comply with ASTM D 6690, Type II except:
  - 2.1. The cone penetration requirement must not exceed 120 at 77 F, 5 ounces, 5 seconds.
  - 2.2. The resilience requirement must be a minimum 50 percent recovery when tested at 77 F.
3. Have a Ring and Ball softening point of 135 °F minimum when tested under AASHTO T 53.
4. Be capable of being melted and applied to cracks and joints at temperatures below 400 °F.
5. Not be applied when the concrete pavement surface temperature is below 50 °F.

##### 40-2.11D Preformed Compression Joint Seals

Preformed compression joint seals must comply with ASTM D 2628. Lubricant adhesive used with the seals must comply with ASTM D 2835. Preformed compression joint seals must have 5 or 6 cells, except seals for Type A2 and Type B joints may have 4 cells. Install preformed compression joint seals in compliance with the manufacturer's recommendations. Show evidence that the seals are compressed from 30 to 50 percent for the joint width at the time of installation.

#### 40-2.12 WATER

Water for core drilling may be obtained from a potable water source, or submit proof that it does not contain:

1. More than 1,000 parts per million of chlorides as Cl

2. More than 1,300 parts per million of sulfates as SO<sub>4</sub>
3. Impurities that cause pavement discoloration or surface etching

## **40-3 CONSTRUCTION**

### **40-3.01 WATER SUPPLY**

Before placing concrete pavement, develop enough water supply for the work.

### **40-3.02 SUBGRADE PREPARATION**

Immediately before placing concrete, the subgrade to receive concrete pavement must be:

1. In compliance with the specified compaction and elevation tolerances
2. Free of loose and extraneous material
3. Uniformly moist, but free of standing or flowing water
4. Excavated for thickened parts of concrete pavement end anchors with no disturbed compaction outside the end anchor dimensions

If cement treated permeable base is specified, cover the base surface with asphaltic emulsion before placing concrete pavement. Apply the asphaltic emulsion uniformly at a rate of 0.1 gallons per square yard. Asphaltic emulsion must comply with anionic slow-setting type, SS1h grade in Section 94, "Asphaltic Emulsions." Repair damaged asphaltic emulsion before placing concrete pavement.

### **40-3.03 PROPORTIONING**

Proportion aggregate and bulk cementitious materials under Section 90-5, "Proportioning."

### **40-3.04 PLACING CONCRETE**

#### **40-3.04A General**

Place concrete pavement with stationary side forms or slip-form paving equipment.

Place consecutive concrete loads within 30 minutes of each other. Construct a transverse construction joint when concrete placement is interrupted by more than 30 minutes. The transverse construction joint must coincide with the next contraction joint location, or you must remove fresh concrete pavement to the preceding transverse joint location.

Place concrete pavement in full slab widths separated by construction joints or monolithically in multiples of full lane widths with a longitudinal contraction joint at each traffic lane line.

Do not retemper concrete.

If the concrete pavement surface width is constructed as specified, you may construct concrete pavement sides on a batter not flatter than 6:1 (vertical:horizontal).

#### **40-3.04B Concrete Pavement Widening**

If concrete pavement is placed adjacent to existing pavement not constructed as part of the contract, grind the existing concrete pavement lane or shoulder adjacent to the new concrete pavement. Perform the grinding before new concrete pavement is placed. The new concrete pavement must match the elevation of the existing concrete pavement after grinding. Grind existing concrete pavement under Section 42-2, "Grinding," except profile index must comply with the pavement smoothness specifications in Section 40-1.03, "Quality Control and Assurance."

Use paving equipment with padded crawler tracks or rubber-tired wheels on the existing concrete pavement with enough offset to avoid breaking or cracking the existing concrete pavement's edge.

#### **40-3.04C Concrete Pavement Transition Panel**

For concrete pavement placed in a transition panel, texture the surface with a drag strip of burlap, a broom, or a spring steel tine device that produces scoring in the finished surface. The scoring must be either parallel with or transverse to the centerline. For the method you choose, texture at the time that produces the coarsest texture.

#### **40-3.04D Stationary Side Form Construction**

Stationary side forms must be straight and without defects including warps, bends, and indentations. Side forms must be metal except at end closures and transverse construction joints where other materials may be used.

You may build up side forms by attaching a section to the top or bottom. If attached to the top of metal forms, the attached section must be metal.

The side form's base width must be at least 80 percent of the specified concrete pavement thickness.

Side forms including interlocking connections with adjoining forms must be rigid enough to prevent springing from subgrading and paving equipment and concrete pressure.

Construct subgrade to final grade before placing side forms. Side forms must bear fully on the foundation throughout their length and base width. Place side forms to the specified grade and alignment of the finished concrete pavement's edge. Support side forms during concrete placing, compacting, and finishing.

After subgrade work is complete and immediately before placing concrete, true side forms and set to line and grade for a distance that avoids delays due to form adjustment.

Clean and oil side forms before each use.

Side forms must remain in place for at least 1 day after placing concrete and until the concrete pavement edge no longer requires protection from the forms.

Spread, screed, shape, and consolidate concrete with 1 or more machines. The machine must uniformly distribute and consolidate the concrete. The machines must operate to place the concrete pavement to the specified cross section with minimal hand work.

Consolidate the concrete without segregation. If vibrators are used:

1. The vibration rate must be at least 3,500 cycles per minute for surface vibrators and 5,000 cycles per minute for internal vibrators
2. Amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element
3. Use a calibrated tachometer for measuring frequency of vibration
4. Vibrators must not rest on side forms or new concrete pavement
5. Power to vibrators must automatically cease when forward or backward motion of the paving machine is stopped

Use high-frequency internal vibrators within 15 minutes of depositing concrete on the subgrade to uniformly consolidate the concrete across the paving width including adjacent to forms. Do not use vibrators to shift the mass of concrete.

#### 40-3.04E Slip-Form Construction

If slip-form construction is used, spread, screed, shape, and consolidate concrete to the specified cross section with slip-form machines and minimal hand work. Slip-form paving machines must be equipped with traveling side forms and must not segregate the concrete.

Do not deviate from the specified concrete pavement alignment by more than 0.1 foot.

Slip-form paving machines must use high frequency internal vibrators to consolidate concrete. You may mount vibrators with their axes parallel or normal to the concrete pavement alignment. If mounted with axes parallel to the concrete pavement alignment, space vibrators no more than 2.5 feet measured center to center. If mounted with axes normal to the concrete pavement alignment, space the vibrators with a maximum 0.5-foot lateral clearance between individual vibrators.

Each vibrator must have a vibration rate from 5,000 cycles per minute to 8,000 cycles per minute. The amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element. Use a calibrated tachometer to measure frequency of vibration.

#### 40-3.05 TIE BAR PLACEMENT

Place tie bars in compliance with the tolerances shown in the following table:

Tie Bar Tolerance

Dimension	Tolerance
Horizontal and vertical skew	10 degrees maximum
Longitudinal translation	±2 inch maximum
Horizontal offset (embedment)	±2 inch maximum
Vertical depth	1. Not less than 1/2 inch below the saw cut depth of joints 2. When measured at any point along the bar, not less than 2 inches clear of the pavement's surface and bottom



Install tie bars at longitudinal joints by 1 of the following methods:

1. Drill concrete and bond tie bars with chemical adhesive in compliance with the manufacturer's instructions. Clean and dry drilled holes before placing chemical adhesive and tie bars. After inserting tie bars into chemical adhesive, support the bars to prevent movement during curing. If the Engineer rejects a tie bar installation, cut the tie bar flush with the joint face and coat the exposed end of the tie bar with chemical adhesive under Section 40-2, "Materials." Offset new holes 3 inches horizontally from the rejected hole's center.
2. Insert tie bars into plastic slip-formed concrete before finishing. Inserted tie bars must have full contact between the bar and the concrete. If tie bars are inserted through the plastic concrete surface, eliminate evidence of the insertion by reworking the concrete over the tie bars.
3. Use threaded tie bar splice couplers fabricated from deformed bar reinforcement free of external welding or machining.
4. Use tie bar baskets. Anchor baskets at least 200 feet in advance of concrete pavement placement activity. If you request a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before paving, demonstrate the tie bars do not move from their specified depth and alignment during paving. Use fasteners to anchor tie bar baskets.

If tie bars are not placed correctly, stop paving activities until you demonstrate to the Engineer correction of the cause.

#### **40-3.06 DOWEL BAR PLACEMENT**

Center dowel bars within 2 inches in the longitudinal direction on transverse contraction joints or construction joints.

If using curing compound as lubricant, apply the curing compound to dowels in 2 separate applications. Lubricate each dowel bar entirely with bond breaker before placement. The last application must be applied not more than 8 hours before placing the dowel bars. Apply each curing compound application at a rate of 1 gallon per 150 square feet.

If dowel bars are placed by mechanical insertion, eliminate evidence of the insertion by reworking the concrete over the dowel bars. If drilling and bonding dowel bars at construction joints, use a grout retention ring.

If using dowel bar baskets, anchor them with fasteners.

Use at least 10 fasteners for basket sections greater than 12 feet and less than or equal to 16 feet. Baskets must be anchored at least 200 feet in advance of the concrete placement activity unless the Engineer approves your waiver request. If requesting a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before the concrete is placed, cut and remove temporary spacer wires and demonstrate the dowel bars do not move from their specified depth and alignment during concrete placement.

Place dowel bars in compliance with:

**Dowel Bar Tolerances**

Dimension	Tolerance
Horizontal offset	±1 inch
Longitudinal translation	±2 inches
Horizontal skew	3/8 inch, max
Vertical skew	3/8 inch, max
Vertical depth	<p>The minimum distance below the concrete pavement surface must be:</p> <p align="center"><math>DB = d/3 + 1/2 \text{ inch}</math></p> <p>where:            DB = vertical distance in inches, measured from concrete pavement surface to any point along the top of dowel bar            d = concrete pavement thickness in inches</p> <p>The maximum distance below the depth shown must be 5/8 inch..</p>

If dowel bars are not placed correctly, stop paving activities until you demonstrate to the Engineer correction of the cause.

Remove and replace the concrete pavement 3 feet on either side of a joint with a rejected dowel bar.

**40-3.07 BAR REINFORCEMENT**

Place bar reinforcement under Section 52, "Reinforcement." Bar reinforcement must be more than 1/2 inch below the saw cut depth at concrete pavement joints.

**40-3.08 JOINTS**

**40-3.08A General**

Concrete pavement joints consist of:

1. Longitudinal and transverse construction joints
2. Longitudinal and transverse contraction joints
3. Isolation joints

Construction joints must be normal to the concrete pavement surface.

Until contract acceptance and except for joint filler material, keep joints free of foreign material including soil, gravel, concrete, or asphalt mix.

Volunteer cracks are cracks not coincident with constructed joints.

Repair concrete pavement damaged during joint construction under Section 40-3.17B, "Repair of Spalls, Raveling, and Tearing."

Do not bend tie bars or reinforcement in existing concrete pavement joints.

**40-3.08B Construction Joints**

Construction joints form where fresh concrete is placed against hardened concrete, existing pavements, or structures.

Before placing concrete at construction joints, apply a curing compound under Section 90-7.01B, "Curing Compound Method," to the vertical surface of existing or hardened concrete and allow it to dry.

Use a metal or wooden bulkhead to form transverse construction joints. If dowel bars are specified, the bulkhead must allow dowel bar installation.

#### **40-3.08C Contraction Joints**

In multilane monolithic concrete pavement, use the sawing method to construct longitudinal contraction joints. Construct transverse contraction joints by the sawing method.

Construct transverse contraction joints within 1 foot of their specified spacing. If a slab length of less than 5 feet would be formed, adjust the transverse contraction joint spacing.

Construct transverse contraction joints across the full concrete pavement width regardless of the number or types of longitudinal joints crossed. In areas of converging and diverging pavements, space transverse contraction joints so their alignment is continuous across the full width where converging and diverging pavements are contiguous. Longitudinal contraction joints must be parallel with the concrete pavement centerline. Transverse and longitudinal contraction joints must not deviate by more than 0.1 foot from either side of a 12-foot straight line, except for longitudinal joints parallel to a curving centerline.

#### **40-3.08D Isolation Joints**

Construct isolation joints by saw cutting a minimum 1/8-inch width to full concrete pavement depth at the existing concrete pavement's edge and removing the concrete to expose a flat vertical surface. Before placing concrete, secure joint filler material that prevents new concrete from adhering to the existing concrete face.

Dispose of concrete saw cutting residue under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."

#### **40-3.08E Sawing Method**

The sawing method is cutting a groove in the concrete pavement with a power driven concrete saw. Grooves for longitudinal and transverse contraction joints must be the minimum width possible for the type of saw used. If necessary, the top of the joint must be sawn wider to provide space for joint sealant. Immediately wash slurry from the joint with water under 100 psi maximum pressure.

Saw longitudinal and transverse contraction joints before volunteer cracking occurs and after the concrete is hard enough to saw without spalling, raveling, or tearing.

To keep foreign material out of grooves before joint sealant or compression seal installation, you may use joint filler in sawed contraction joints. Joint filler must not react adversely with the concrete or cause concrete pavement damage. After sawing and washing a joint, install joint filler material that keeps moisture in the adjacent concrete during the 72 hours after paving. If you install joint filler material, the specifications for spraying the sawed joint with additional curing compound under Section 40-3.13, "Curing," do not apply. If using absorptive filler material, moisten the filler immediately before or after installation.

### **40-3.09 JOINT SEALANT AND COMPRESSION SEAL INSTALLATION**

#### **40-3.09A General**

At least 7 days after concrete pavement placement and not more than 4 hours before installing joint sealant or compression seal materials, use dry sand blasting and other methods to clean the joint walls of objectionable material such as soil, asphalt, curing compound, paint, and rust. The maximum sand blasting nozzle diameter must be 1/4 inch. The minimum pressure must be 90 psi. Sand blast each side of the joint at least once, in at least 2 separate passes. Hold the nozzle at an angle to the joint from 1 to 2 inches from the concrete pavement. Using a vacuum, collect sand, dust, and loose material at least 2 inches on each side of the joint. Remove surface moisture and dampness at the joints with compressed air that may be moderately hot.

Before you install joint sealant or compression seal, the joint wall must be free of moisture, residue, or film.

If grinding or grooving over or adjacent to sealed joints, remove joint sealant or compression seal materials and dispose of them under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way." After grinding or grooving, replace the joint sealant or compression seal materials.

#### **40-3.09B Liquid Sealant**

Do not install liquid sealant in construction joints.

Install backer rods when the concrete pavement temperature is above the air dew point and when the air temperature is at least 40 °F.

Install liquid sealant immediately after installing the backer rod. Install sealant using a mechanical device with a nozzle shaped to introduce the sealant from inside the joint. Extrude sealant evenly and with continuous contact with the joint walls. Recess the sealant surface after placement. Remove excess sealant from the concrete pavement surface.

Do not allow traffic over sealed joints until the sealant is set.

#### **40-3.09C Preformed Compression Seal**

Install preformed compression seal in construction or isolation joints when specified in the special provisions.

Install longitudinal seals before transverse seals. Longitudinal seals must be continuous except splicing is allowed at intersections with transverse seals. Transverse seals must be continuous for the entire transverse length of concrete pavement except splices are allowed for widenings and staged construction. With a sharp instrument, cut across the longitudinal seal at the intersection with transverse construction joints. If the longitudinal seal does not relax enough to properly install the transverse seal, trim the longitudinal seal to form a tight seal between the 2 joints.

If splicing is authorized, splicing must comply with the manufacturer's written instructions.

Use a machine specifically designed for preformed compression seal installation. The machine must install the seal:

1. To the specified depth
2. To make continuous contact with the joint walls
3. Without cutting, nicking, or twisting the seal
4. With less than 4 percent stretch

Lay a length of preformed compression seal material cut to the exact length of the pavement joint to be sealed. The Engineer measures this length. After you install the length of preformed compression joint sealant, the Engineer measures the excess amount of material at the joint end. The Engineer divides the excess amount length by the original measured length to determine the percentage of stretch.

#### **40-3.10 SHOULDER RUMBLE STRIP**

If specified, construct shoulder rumble strips by rolling or grinding indentations in new concrete pavement.

Select the method and equipment for constructing ground-in indentations.

Do not construct shoulder rumble strips on structures or approach slabs.

Construct rumble strips within 2 inches of the specified alignment. Roller or grinding equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Indentations must not vary from the specified dimensions by more than 1/16 inch in depth or more than 10 percent in length and width.

The Engineer orders grinding or removal and replacement of noncompliant rumble strips to bring them within specified tolerances. Ground surface areas must be neat and uniform in appearance.

The grinding equipment must be equipped with a vacuum attachment to remove residue.

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way."

#### **40-3.11 PRELIMINARY FINISHING**

##### **40-3.11A General**

Preliminary finishing must produce a smooth and true-to-grade finish. After preliminary finishing, mark each day's concrete pavement with a stamp. The stamp must be approved by the Engineer before paving starts. The stamp must be approximately 1' x 2' in size. The stamp must form a uniform mark from 1/8 to 1/4 inch deep. Locate the mark 20 feet  $\pm$  5 feet from the transverse construction joint formed at each day's start of paving and 1 foot  $\pm$  0.25 foot from the concrete pavement's outside edge. The stamp mark must show the month, day, and year of placement and the station of the transverse construction joint. Orient the stamp mark so it can be read from the concrete pavement's outside edge.

Do not apply more water to the concrete pavement surface than can evaporate before float finishing and texturing are completed.

##### **40-3.11B Stationary Side Form Finishing**

If stationary side form construction is used, give the concrete a preliminary finish by the machine float method or the hand method.

If using the machine float method:

1. Use self-propelled machine floats.
2. Determine the number of machine floats required to perform the work at a rate equal to the concrete delivery rate. When the time from concrete placement to machine float finishing exceeds 30 minutes, stop concrete delivery. When machine floats are in proper position, you may resume concrete delivery and paving.

3. Machine floats must run on side forms or adjacent concrete pavement lanes. If running on adjacent concrete pavement, protect the adjacent concrete pavement surface under Section 40-3.15, "Protecting Concrete Pavement."
4. Floats must be hardwood, steel, or steel-shod wood. Floats must be equipped with devices that adjust the underside to a true flat surface.

If using the hand method, finish concrete smooth and true to grade with manually operated floats or powered finishing machines.

#### **40-3.11C Slip-Form Finishing**

If slip-form construction is used, the slip-form paver must give the concrete pavement a preliminary finish. You may supplement the slip-form paver with machine floats.

Before the concrete hardens, correct concrete pavement edge slump in excess of 0.02 foot exclusive of edge rounding.

#### **40-3.12 FINAL FINISHING**

After completing preliminary finishing, round the edges of the initial paving widths to a 0.04-foot radius. Round transverse and longitudinal construction joints to a 0.02-foot radius.

Before curing, texture the pavement. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with a steel-tined device that produces grooves parallel with the centerline.

Construct longitudinal grooves with a self-propelled machine designed specifically for grooving and texturing concrete pavement. The machine must have tracks to maintain constant speed, provide traction, and maintain accurate tracking along the pavement surface. The machine must have a single row of rectangular spring steel tines. The tines must be from 3/32 to 1/8 inch wide, on 3/4-inch centers, and must have enough length, thickness, and resilience to form grooves approximately 3/16 inch wide. The machine must have horizontal and vertical controls. The machine must apply constant down pressure on the pavement surface during texturing. The machines must not cause ravels.

Construct grooves over the entire pavement width in a single pass except do not construct grooves 3 inches from the concrete pavement edges and longitudinal joints. Final texture must be uniform and smooth. Use a guide to properly align the grooves. Grooves must be parallel and aligned to the pavement edge across the pavement width. Grooves must be from 1/8 to 3/16 inch deep after concrete has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand-construct grooves in compliance with the hand method under Section 40-3.11B, "Stationary Side Form Finishing." Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Initial and final texturing must produce a coefficient of friction of at least 0.30 when tested under California Test 342. Notify the Engineer when the concrete pavement is scheduled to be opened to traffic to allow at least 25 days for the Department to schedule for test for coefficient of friction. Notify the Engineer when the pavement is ready for testing which is the latter of:

1. Seven days after concrete placement
2. When the concrete pavement has attained a modulus of rupture of 550 psi

The Department tests for coefficient of friction within 7 days of receiving notification that the pavement is ready for testing.

Do not open the concrete pavement to traffic unless the coefficient of friction is at least 0.30.

Correct concrete pavement not complying with the Engineer's acceptance criteria for coefficient of friction by grooving or grinding under Section 42, "Groove and Grind Pavement."

Do not grind before:

1. Ten days after concrete pavement placement
2. Concrete has developed a modulus of rupture of at least 550 psi

Before opening to traffic, allow at least 25 days for the Department to retest sections for coefficient of friction after corrections are made.

#### **40-3.13 CURING**

Cure the concrete pavement's exposed area with waterproof membrane or curing compound (1) or (2) under Section 90-7.01, "Methods of Curing." When side forms are removed within 72 hours of the start of curing, also cure the concrete pavement edges.

If curing compound is used, apply it with mechanical sprayers. Reapply curing compound to sawcuts and disturbed areas.

#### **40-3.14 EARLY USE OF CONCRETE PAVEMENT**

If requesting early use of concrete pavement:

1. Furnish molds and machines for modulus of rupture testing
2. Sample concrete
3. Fabricate beam specimens
4. Test for modulus of rupture under California Test 523

When you request early use, concrete pavement must have a modulus of rupture of at least 350 psi. Protect concrete pavement under Section 40-3.15, "Protecting Concrete Pavement."

#### **40-3.15 PROTECTING CONCRETE PAVEMENT**

Protect concrete pavement under Section 90-8, "Protecting Concrete."

Maintain the concrete pavement temperature at not less than 40 °F for the initial 72 hours.

Protect the concrete pavement surface from activities that cause damage and reduce texture and coefficient of friction. Do not allow soil, gravel, petroleum products, concrete, or asphalt mixes on the concrete pavement surface.

Construct crossings for traffic convenience. If the Engineer approves your request, you may use rapid strength concrete for crossings. Do not open crossings until the Department determines by California Test 523 the concrete pavement's modulus of rupture is at least 550 psi.

Do not open concrete pavement to traffic or use equipment on the concrete pavement for 10 days after paving nor before the concrete has attained a modulus of rupture of 550 psi except:

1. If the equipment is for sawing contraction joints
2. If the Engineer approves your request, one side of paving equipment's tracks may be on the concrete pavement after a modulus of rupture of 350 psi has been attained, provided:
  - 2.1. Unit pressure exerted on the concrete pavement by the paver does not exceed 20 psi
  - 2.2. You change the paving equipment tracks to prevent damage or the paving equipment tracks travel on protective material such as planks
  - 2.3. No part of the track is closer than 1 foot from the concrete pavement's edge

If concrete pavement damage including visible cracking occurs, stop operating paving equipment on the concrete pavement and repair the damage.

#### **40-3.16 OBTAINING DRILLED CORES**

Drill concrete pavement cores under ASTM C 42/ C 42M. Core drilling equipment must use diamond impregnated bits.

Clean, dry, and fill core holes with hydraulic cement grout (non-shrink) or pavement concrete. Coat the core hole walls with epoxy under the specifications for epoxy adhesive for bonding new concrete to old concrete in Section 95, "Epoxy." The backfill must match the adjacent concrete pavement surface elevation and texture.

Do not allow residue from core drilling to fall on traffic, flow across shoulders or lanes occupied by traffic, or flow into drainage facilities including gutters.

#### **40-3.17 REPAIR, REMOVAL, AND REPLACEMENT**

##### **40-3.17A General**

Working cracks are full-depth cracks essentially parallel to a planned contraction joint beneath which a contraction crack has not formed. If the Engineer orders, take 4-inch nominal diameter cores on designated cracks under Section 40-3.16, "Obtaining Drilled Cores."

#### **40-3.17B Repair of Spalls, Raveling, and Tearing**

Before concrete pavement is open to traffic, repair spalls, raveling, and tearing in sawed joints. Make repairs in compliance with the following:

1. Saw a rectangular area with a diamond-impregnated blade at least 2 inches deep.
2. Remove unsound and damaged concrete between the saw cut and the joint and to the saw cut's depth. Do not use a pneumatic hammer heavier than 15 pounds. Do not damage concrete pavement to remain in place.
3. Dispose of removed concrete pavement under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."
4. Clean the repair area's exposed surfaces with high pressure abrasive water blasting. Further clean and dry the exposed surfaces with compressed air free of moisture and oil.
5. Apply epoxy as specified for epoxy resin adhesive for bonding new concrete to old concrete under Section 95, "Epoxy." Apply the epoxy with a stiff bristle brush.
6. Apply a portland cement concrete or mortar patch immediately following the epoxy application. Install an insert to prevent bonding of the sides of planned joints.

Repair spalls if they are:

1. Deeper than 0.05 foot
2. Wider than 0.04 foot
3. Longer than 0.3 foot

#### **40-3.17C Route and Seal Working Cracks**

Treat working cracks within 0.5 foot of either side of a planned contraction joint in compliance with the following:

1. Route and seal the crack with epoxy resin in compliance with the following:
  - 1.1. Use a powered rotary router mounted on wheels, with a vertical shaft and a routing spindle that casters as it moves along the crack
  - 1.2. Form a reservoir 3/4 inch deep by 3/8 inch wide in the crack
  - 1.3. Use equipment that does not cause raveling or spalling
  - 1.4. Place liquid sealant
2. Treat the contraction joint adjacent to the working crack in compliance with the following:
  - 2.1. Use epoxy resin under ASTM C 881/C 881M, Type IV, Grade 2 for Type B joints and secondary saw cuts for Type A1 and Type A2 joints
  - 2.2. Pressure inject epoxy resin under ASTM C 881/C881M, Type IV, Grade 1 for narrow saw cuts including initial saw cuts for Type A1 and Type A2 joints

If a working crack intersects a contraction joint, route and seal the working crack and seal the contraction joint as specified for installing liquid sealant under Section 40-3.09, "Joint Seal and Joint Sealant Installation."

#### **40-3.17D Removal and Replacement of Slabs**

As specified, remove and replace slabs or partial slabs for:

1. Insufficient thickness
2. Dowel bar misalignment
3. Working cracks more than 0.5 foot from a planned contraction joint

### **40-4 MEASUREMENT AND PAYMENT**

#### **40-4.01 MEASUREMENT**

Concrete pavement is measured by the cubic yard. The Engineer calculates the pay quantity volume based on the dimensions shown on the plans and as ordered

The contract items for sealing joints as designated in the Verified Bid Item List are measured by the linear foot. Sealing joints are measured from field measurements for each type of sealed joint.

The contract item for shoulder rumble strips is measured by the station along each shoulder on which the rumble strips are constructed without deductions for gaps between indentations.

**40-4.02 PAYMENT**

The contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the concrete pavement, complete in place including bar reinforcement, tie bars, dowel bars, anchors, fasteners, tack coat, and providing the facility for and attending the prepaving conference, as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer.

The Engineer adjusts payment for each primary area deficient in average thickness in compliance with the following:

<b>Pay Adjustments for Deficient Thickness</b>	
Average Thickness Deficiency (foot)	Deficiency Adjustment (\$/sq yd)
0.01	0.90
0.02	2.30
0.03	4.10
0.04	6.40
0.05	9.11

If the average thickness deficiency is less than 0.01 foot, the Engineer does not adjust payment for thickness deficiency. If the average thickness deficiency is more than 0.01 foot, the Engineer rounds to the nearest 0.01 foot and uses the adjustment table.

Full compensation for core drilling and backfilling the cores ordered by the Engineer for measuring concrete pavement thickness and determining full-depth cracks is included in the contract price paid per cubic yard for concrete pavement as designated in the Engineer's Estimate and no additional compensation will be allowed therefor. The Department does not pay for additional concrete pavement thickness measurements requested by the Contractor.

The Department does not pay for the portion of concrete that penetrates treated permeable base.

Full compensation for the quality control plan is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for furnishing and applying asphaltic emulsion on cement treated permeable base is included in the contract price paid per cubic yard for concrete pavement as designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for repairing joints is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for furnishing, calibrating, and operating profilograph equipment for Profile Index, for submitting profilograms, and for performing corrective work is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for grooving and grinding for final finishing is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for removing and replacing joint material for grooving and grinding is included in the contract price per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for removing and replacing slabs is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for drilling holes and bonding tie bars with chemical adhesive is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no additional compensation will be allowed therefor.

Full compensation for repairing damage caused by operating paving equipment on new concrete pavement is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

The material and work necessary for the construction of crossings for public convenience, and their subsequent removal and disposal, will be paid for at the contract prices for the items of work involved and if there are no contract items for the work involved, payment for concrete pavement crossings will be made by extra work as specified in Section 4-1.03D, "Extra Work."











**In Section 51-1.11 replace the 6th paragraph with:**

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

**In Section 51-1.12D replace the 4th paragraph with:**

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

**In Section 51-1.12F replace the 3rd paragraph with:**

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

**In Section 51-1.12F in the 6th paragraph, replace the table with:**

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

**In Section 51-1.12F(3)(a) replace the 1st and 2nd paragraphs with:**

The sealant must consist of a 2-component silicone sealant that will withstand up to ±50 percent movement. Silicone sealants must be tested under California Test 435 and must comply with the following:

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

**In Section 51-1.12F(3)(a) delete the 3rd and 8th paragraphs.**

**In Section 51-1.12F(3)(a) replace the 10th paragraph with:**

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

**In Section 51-1.12F(3)(b) replace the 2nd paragraph with:**

The preformed elastomeric joint seal must conform to the requirements in ASTM D 2628 and the following:

1. The seal must consist of a multichannel, nonporous, homogeneous material furnished in a finished extruded form.

2. The minimum depth of the seal measured at the contact surface must be at least 95 percent of the minimum uncompressed width of the seal as designated by the manufacturer.
3. When tested in conformance with the requirements in California Test 673 for Type B seals, joint seals must provide a movement rating (MR) of not less than that shown on the plans.
4. The top and bottom edges of the joint seal must maintain continuous contact with the sides of the groove over the entire range of joint movement.
5. The seal must be furnished full length for each joint with no more than 1 shop splice in any 60-foot length of seal.
6. The Contractor must demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.
7. One field splice per joint may be made at locations and by methods approved by the Engineer. The seals are to be manufactured full length for the intended joint, then cut at the approved splice section and rematched before splicing. The Contractor must submit splicing details prepared by the joint seal manufacturer for approval before beginning splicing work.
8. Shop splices and field splices must have no visible offset of exterior surfaces and must show no evidence of bond failure.
9. At all open ends of the seal that would admit water or debris, each cell must be filled to a depth of 3 inches with commercial quality open cell polyurethane foam or closed by other means subject to approval by the Engineer.

**In Section 51-1.12F(3)(b) replace the 7th paragraph with:**

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

**In Section 51-1.12F(3)(b) in the 11th paragraph, replace the 1st sentence with:**

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

**In Section 51-1.12H(1) in the 6th paragraph, replace the 4th and 5th sentences with:**

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

**In Section 51-1.12H(1) in the 8th paragraph in the table, replace the hardness (Type A) requirements with:**

Hardness (Type A)	D 2240 with 2kg mass.	55 ±5
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**In Section 51-1.12H(2) in the 1st paragraph in item A, replace the 1st and 2nd sentences with:**

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

**In Section 51-1.13 replace the 2nd, 3rd, and 4th paragraphs with:**

Surfaces of fresh concrete at horizontal construction joints shall be thoroughly consolidated without completely removing surface irregularities. Additionally, surfaces of fresh concrete at horizontal construction joints between girder stems and decks shall be roughened to at least a 1/4-inch amplitude.

Construction joint surfaces shall be cleaned of surface laitance, curing compound, and other foreign materials using abrasive blast methods before fresh concrete is placed against the joint surface.

Construction joint surfaces shall be flushed with water and allowed to dry to a surface dry condition immediately before placing concrete.

**In Section 51-1.135 replace the 1st paragraph with:**

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

**In Section 51-1.135 replace the 3rd paragraph with:**

The proportion of cementitious material to sand, measured by volume, shall be 1 to 2 unless otherwise specified.

**In Section 51-1.17 in 4th paragraph, replace the 3rd sentence with:**

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

**Add:**

**51-1.17A Deck Crack Treatment**

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

The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion of concrete cure, before prestressing, and before the release of falsework. In any 500 square foot portion of deck within the limits of the new concrete deck, should the intensity of cracking be such that there are more than 50 feet of cracks whose width at any location exceeds 0.02 inch, the deck shall be treated with a high molecular weight methacrylate (HMWM) resin system. The area of deck to be treated shall have a width that extends for the entire width of new deck inside the concrete barriers and a length that extends at least 5 feet beyond the furthest single continuous crack outside the 500 square foot portion, measured from where that crack exceeds 0.02 inch in width, as determined by the Engineer.

Deck crack treatment shall include furnishing, testing, and applying the HMWM resin system, with sand and absorbent material. If grinding is required, deck crack treatment shall take place before grinding.

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

Submit a HMWM resin system placement plan. When HMWM resin is to be applied within 100 feet of a residence, business, or public space including sidewalks under a structure, also submit a public safety plan. Submit plans under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The review time is 15 days.

The HMWM resin system placement plan must include:

1. Schedule of work and testing for each bridge
2. Description of equipment for applying HMWM resin
3. Range of gel time and final cure time for HMWM resin
4. Absorbent material to be used
5. Description of equipment for applying and removing excess sand and absorbent material
6. Procedure for removing HMWM resin from the deck, including equipment
7. Storage and handling of HMWM resin components and absorbent material
8. Disposal of excess HMWM resin and containers

The public safety plan must include:

1. A public notification letter with a list of delivery and posting addresses. The letter must state HMWM resin work locations, dates, times, and what to expect. Deliver the letter to residences and businesses within 100 feet of HMWM resin work locations and to local fire and police officials at least 7 days before starting work. Post the letter at the job site.
2. An airborne emissions monitoring plan prepared and executed by a certified industrial hygienist (CIH) certified in comprehensive practice by the American Board of Industrial Hygiene. The plan must have at least 4 monitoring points including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during HMWM resin work and submit emissions monitoring results after completing the work.
3. An action plan for protection of the public when airborne emissions levels exceed permissible levels.
4. A copy of the CIH's certification.

If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of HMWM resin, the Engineer will reject the plan and direct the Contractor to revise the plan. Directions for revisions

will be in writing and include detailed comments. The Engineer will notify the Contractor of the approval or rejection of a submitted or revised plan within 15 days of receipt of that plan.

**51-1.17A(2) Quality Control and Assurance**

Submit samples of HMWM resin components 15 days before use under Section 6-3, "Testing," of the Standard Specifications. Notify the Engineer 15 days before delivery of HMWM resin components in containers over 55 gallons to the job site.

Complete a test area before starting work. Results from airborne emissions monitoring of the test area must be submitted to the Engineer before starting production work.

The test area must:

1. Be approximately 500 square feet
2. Be placed within the project limits outside the traveled way at an approved location
3. Be constructed using the same equipment as the production work
4. Replicate field conditions for the production work
5. Demonstrate proposed means and methods meet the acceptance criteria
6. Demonstrate production work will be completed within the time allowed
7. Demonstrate suitability of the airborne emissions monitoring plan

The test area will be acceptable if:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. The coefficient of friction is at least 0.35 when tested under California Test 342

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

HMWM resin system consists of a resin, promoter, and initiator. HMWM resin must be low odor and comply with the following:

<b>HMWM Resin</b>		
Property	Requirement	Test Method
Volatile Content *	30 percent, maximum	ASTM D 2369
Viscosity *	25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F)	ASTM D 2196
Specific Gravity *	0.90 minimum, at 77°F	ASTM D 1475
Flash Point *	180°F, minimum	ASTM D 3278
Vapor Pressure *	1.0 mm Hg, maximum, at 77°F	ASTM D 323
Tack-free Time	400 minutes, maximum, at 25°C	Specimens prepared per California Test 551
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21 ± 1°C	California Test 551

\* Test must be performed before adding initiator.

Sand for abrasive sand finish must:

1. Be commercial quality dry blast sand
2. Have at least 95 percent pass the No. 8 sieve and at least 95 percent retained on the No. 20 sieve when tested under California Test 205

Absorbent material must be diatomaceous earth, abrasive blast dust, or substitute recommended by the HMWM resin supplier and approved by the Engineer.



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

HMWM resin system applied by machine must be:

1. Combined in volumetric streams of promoted resin to initiated resin by static in-line mixers
2. Applied without atomization

HMWM resin system may be applied manually. Limit the quantity of resin mixed for manual application to 5 gallons at a time.

Prepare the area to be treated by abrasive blasting. Curing compound, surface contaminants, and foreign material must be removed from the bridge deck surface. Sweep the deck surface clean after abrasive blasting and blow loose material from cracks using high-pressure air.

The deck surface must be dry when abrasive blast cleaning is performed. When abrasive blast cleaning within 10 feet of public traffic, remove dust and residue from abrasive blast cleaning using a vacuum attachment operating concurrently with blasting equipment. If the deck surface becomes contaminated before placing HMWM, abrasive blast clean the contaminated area and sweep the deck clean.

The deck must be dry before applying HMWM resin. The concrete surface must be at least 50 degrees F and at most 100 degrees F. Relative humidity must be expected to be at most 85 percent during the work shift.

Thoroughly mix all components of the HMWM resin system. Apply HMWM resin to the deck surface within 5 minutes of mixing at approximately 90 sq ft per gallon. The Engineer determines the exact application rate. The resin gel time must be between 40 and 90 minutes. HMWM resin that thickens during application is rejected.

Spread the HMWM resin system uniformly. Completely cover surfaces to be treated and fill all cracks. Redistribute excess resin using squeegees or brooms within 10 minutes of application. For textured or grooved deck surfaces, excess resin must be removed from the texture indentations.

Apply the abrasive sand finish of at least 2 pounds per square yard or until saturation as determined by the Engineer no sooner than 20 minutes after applying resin. Apply absorbent material before opening lane to traffic. Remove excess sand and absorbent material by vacuuming or power sweeping.

Traffic or equipment will be allowed on the overlay after the Engineer has determined:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. No material will be tracked beyond limits of treatment by traffic

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

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

#### **In Section 51-1.18C replace the 5th paragraph with:**

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

#### **In Section 51-1.23 add:**

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



**Replace Section 52-1.08B(3) with:**

**52-1.08B(3) Resistance Butt Welds**

Shop produced resistance butt welds shall be produced by a fabricator who is selected from the Department's Pre-Qualified Products List.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished for each shipment of splice material. The Certificate of Compliance shall include heat number, lot number and mill certificates.

**In Section 52-1.08C replace the 3rd paragraph with:**

Testing on prequalification and production sample splices shall be performed at an approved independent testing laboratory. The laboratory shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

The independent testing laboratory shall be selected from the Department's Pre-Qualified Products List.

**In Section 52-1.08C replace the 5th paragraph with:**

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

**In Section 52-1.08C delete the 6th paragraph.**

**In Section 52-1.08C replace the 8th paragraph with:**

Each sample splice, as defined herein, shall be identified as representing either a prequalification or production test sample splice.

**In Section 52-1.08C in the 10th paragraph, delete the last sentence.**

**Replace Section 52-1.08C(1) with:**

**52-1.08C(1) Splice Prequalification Report**

Before using any service splices or ultimate butt splices in the work, the Contractor shall submit a Splice Prequalification Report. The report shall include the following:

- A. A copy of the manufacturer's product literature giving complete data on the splice material and installation procedures.
- B. Names of the operators who will be performing the splicing.
- C. Descriptions of the positions, locations, equipment, and procedures that will be used in the work.
- D. Certifications from the fabricator for prequalification of operators and procedures based on sample tests performed no more than 2 years before submitting the report. Each operator shall be certified by performing 2 sample splices for each bar size of each splice type that the operator will be performing in the work. For deformation-dependent types of splice devices, each operator shall be certified by performing 2 additional samples for each bar size and deformation pattern that will be used in the work.

Prequalification sample splices shall be tested by an approved independent testing laboratory and shall conform to the appropriate production test criteria and slip requirements specified herein. When epoxy-coated reinforcement is required, resistance butt welded sample splices shall have the weld flash removed by the same procedure as will be used in the work, before coating and testing. The Splice Prequalification Report shall include the certified test results for all prequalification sample splices.

The QCM shall review and approve the Splice Prequalification Report before submitting it to the Engineer for approval. The Contractor shall allow 2 weeks for the review and approval of a complete report before performing any service splicing or ultimate butt splicing in the work.

**In Section 52-1.08C(2)(a) replace the 1st, 2nd, 3rd, 4th, and 5th paragraphs with:**

Production tests shall be performed by an approved independent testing laboratory for all service splices used in the work. A production test shall consist of testing 4 sample splices prepared for each lot of completed splices. The samples shall be prepared by the Contractor using the same splice material, position, operators, location, and equipment, and following the same procedure as used in the work.

At least one week before testing, the Contractor shall notify the Engineer in writing of the date and location where the testing of the samples will be performed.

The 4 samples from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the approved independent testing laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 samples of splices shall not be tested.

Before performing any tensile tests on production test sample splices, one of the 4 samples shall be tested for, and shall conform to, the requirements for total slip in Section 52-1.08B(1), "Mechanical Splices." Should this sample not meet the total slip requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. Should any of the 3 remaining samples not conform to the total slip requirements, all splices in the lot represented by this production test will be rejected.

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

**Replace Section 52-1.08C(2)(b) with:**

**52-1.08C(2)(b) Quality Assurance Test Requirements for Service Splices**

In addition to the required production tests, the Contractor shall concurrently prepare 4 service quality assurance sample splices for:

- A. The first production test performed.
- B. One of every 5 subsequent production tests, or fraction thereof, randomly selected by the Engineer.

These service quality assurance sample splices shall be prepared in the same manner as specified herein for service production sample splices.

The service quality assurance sample splices shall be shipped to the Transportation Laboratory for quality assurance testing. Each set of 4 sample splices shall be securely bundled together and identified by location and contract number with weatherproof markings before shipment. Bundles containing fewer than 4 samples of splices will not be tested. Sample splices not accompanied by the supporting documentation required in Section 52-1.08B(1), "Mechanical Splices," for mechanical splices, or in Section 52-1.08B(3), "Resistance Butt Welds," for resistance butt welds, will not be tested.

Quality assurance testing will be performed in conformance with the requirements for service production sample splices in Section 52-1.08C(2)(a), "Production Test Requirements for Service Splices."

**Replace Section 52-1.08C(3) with:**

**52-1.08C(3) Ultimate Butt Splice Test Criteria**

Ultimate production and quality assurance sample splices shall be tensile tested in conformance with the requirements described in ASTM Designation: A 370 and California Test 670.

Each sample splice shall be identified as representing a prequalification, production, or quality assurance sample splice.

The portion of hoop reinforcing bar, removed to obtain a sample splice, shall be replaced using a prequalified ultimate mechanical butt splice, or the hoop shall be replaced in kind.

Reinforcing bars, other than hoops, from which sample splices are removed, shall be repaired using ultimate mechanical butt splices conforming to the provisions in Section 52-1.08C(1), "Splice Prequalification Report," or the bars shall be replaced in kind. These bars shall be repaired or replaced such that no splices are located in any "No Splice Zone" shown on the plans.

Ultimate production and quality assurance sample splices shall rupture either: 1) in the reinforcing bar but outside of the affected zone, provided that the sample splice has visible necking or 2) anywhere, provided that the sample splice has achieved the strain requirement for necking.

When tested in conformance with the requirements in California Test 670, "Necking (Option I)," the visible necking shall be such that there is a visible decrease in the sample's cross-sectional area at the point of rupture.

When tested in conformance with the requirements in California Test 670, "Necking (Option II)," the strain requirement for necking shall be such that the largest measured strain is not less than 6 percent for No. 11 and larger bars, or not less than 9 percent for No. 10 and smaller bars.

The affected zone is the portion of the reinforcing bar where any properties of the bar, including the physical, metallurgical, or material characteristics, have been altered by fabrication or installation of the splice. The weld and one inch adjacent to the weld will be considered part of the affected zone.

**In Section 52-1.08C(3)(a) replace the 1st paragraph with:**

Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of testing 4 sample splices removed from each lot of completed splices.

**In Section 52-1.08C(3)(a) replace the 3rd paragraph with:**

After notification has been received, the Engineer will randomly select the 4 sample splices to be removed from the lot and place tamper-proof markings or seals on them. These ultimate production sample splices shall be removed by the Contractor, and tested by an approved independent testing laboratory.

**In Section 52-1.08(C)(3)(a) replace the 5th, 6th, and 7th paragraphs with:**

A sample splice will be rejected if a tamper-proof marking or seal is disturbed before testing.

The 4 sample splices from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the approved independent testing laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 sample splices shall not be tested.

Before performing any tensile tests on production test sample splices, one of the 4 sample splices shall be tested for, and shall conform to, the requirements for total slip in Section 52-1.08B(1), "Mechanical Splices." Should this sample splice not meet these requirements, one retest, in which the 3 remaining sample splices are tested for total slip, will be allowed. Should any of the 3 remaining sample splices not conform to these requirements, all splices in the lot represented by this production test will be rejected.

**Replace Section 52-1.08C(3)(b) with:**

**52-1.08C(3)(b) Quality Assurance Test Requirements for Ultimate Butt Splices**

In addition to the required production tests, the Contractor shall concurrently prepare 4 ultimate quality assurance sample splices for:

- A. The first production test performed.
- B. One of every 5 subsequent production tests, or fraction thereof, randomly selected by the Engineer.

These ultimate quality assurance sample splices shall be prepared in the same manner as specified herein for ultimate production sample splices.

The ultimate quality assurance sample splices shall be shipped to the Transportation Laboratory for quality assurance testing. Each set of 4 sample splices shall be securely bundled together and identified by location and contract number with weatherproof markings before shipment. Bundles containing fewer than 4 samples of splices will not be tested. Sample splices not accompanied by the supporting documentation required in Section 52-1.08B(1), "Mechanical Splices," for mechanical splices, or in Section 52-1.08B(3), "Resistance Butt Welds," for resistance butt welds, will not be tested.

Quality assurance testing will be performed in conformance with the requirements for ultimate production sample splices in Section 52-1.08C(3)(a), "Production Test Requirements for Ultimate Butt Splices."

**Replace Section 52-1.08D with:**

A Production Test Report for all testing performed on each lot shall be prepared by the approved independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each test: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, length of test specimen, physical condition of test sample





**In Section 55-2.01 replace the table in the 5th paragraph with:**

Material Conforming to ASTM Designation: A 709/A 709M	CVN Impact Value (Ft. Lbs at Temp.)
Grade 36	15 at 40° F
Grade 50* (2 inches and under in thickness)	15 at 40° F
Grade 50W* (2 inches and under in thickness)	15 at 40° F
Grade 50* (Over 2 inches to 4 inches in thickness)	20 at 40° F
Grade 50W* (Over 2 inches to 4 inches in thickness)	20 at 40° F
Grade HPS 50W* (4 inches and under in thickness)	20 at 10° F
Grade HPS 70W (4 inches and under in thickness)	25 at -10° F
Grade 100 (2 <sup>1</sup> / <sub>2</sub> inches and under in thickness)	25 at 0° F
Grade 100W (Over 2 <sup>1</sup> / <sub>2</sub> inches to 4 inches in thickness)	35 at 0° F

\* If the yield point of the material exceeds 65,000 psi, the temperature for the CVN impact value for acceptability shall be reduced 15° F for each increment of 10,000 psi above 65,000 psi



**In Section 55-2.01 replace the Structural Steel Materials table with:**

**Structural Steel Materials**

Material	Specification
Structural steel:	
Carbon steel	ASTM: A 709/A 709M, Grade 36 or {A 36/A 36M} <sup>a</sup>
High strength low alloy columbium vanadium steel	ASTM: A 709/A 709M, Grade 50 or {A 572/A 572M, Grade 50} <sup>a</sup>
High strength low alloy structural steel	ASTM: A 709/A 709M, Grade 50W, Grade HPS 50W, or {A 588/A 588M} <sup>a</sup>
High strength low alloy structural steel plate	ASTM: A 709/A 709M, Grade HPS 70W
High-yield strength, quenched and tempered alloy steel plate suitable for welding	ASTM: A 709/A 709M, Grade 100 and Grade 100W, or {A 514/A 514M} <sup>a</sup>
Steel fastener components for general applications:	
Bolts and studs	ASTM: A 307
Anchor bolts	ASTM: F 1554 or A 307, Grade C
High-strength bolts and studs	ASTM: A 449, Type 1
High-strength threaded rods	ASTM: A 449, Type 1
High-strength nonheaded anchor bolts	ASTM: F 1554, Grade 105, Class 2A
Nuts	ASTM: A 563, including Appendix X1 <sup>b</sup>
Washers	ASTM: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM: A 325, Type 1
Tension control bolts	ASTM: F 1852, Type 1
Nuts	ASTM: A 563, including Appendix X1 <sup>b</sup>
Hardened washers	ASTM : F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM: F 959, Type 325, zinc-coated
Carbon steel for forgings, pins and rollers	ASTM: A 668/A 668M, Class D
Alloy steel for forgings	ASTM: A 668/A 668M, Class G
Pin nuts	ASTM: A 36/A 36M
Carbon-steel castings	ASTM: A 27/A 27M, Grade 65-35, Class 1
Malleable iron castings	ASTM: A 47/A 47M, Grade 32510 (Grade 22010)
Gray iron castings	ASTM: A 48, Class 30B
Carbon steel structural tubing	ASTM: A 500, Grade B or A 501
Steel pipe (Hydrostatic	ASTM: A 53, Type E or S, Grade B; A 106,



1. ASTM Designation: A36/A36M
2. ASTM Designation: A709/A709M, Grade 36 or 50
3. ASTM Designation: A572/A572M, Grade 50

Other open shapes shall be structural steel complying with one or more of the following:

1. ASTM Designation: A36/A36M
2. ASTM Designation: A709/A709M, Grade 36 or 50
3. ASTM Designation: A992/A992M

Light fixture mounting channel shall be a continuous slot channel made from one of the following:

1. Steel complying with ASTM Designation: A1011/A1011M, Designation SS, Grade 33
2. Extruded aluminum of alloy 6063-T6 complying with ASTM Designation: B221 or B221M

**In Section 56-1.02E replace the 1st paragraph with:**

Pipe posts shall be welded or seamless steel pipe conforming to the requirements in ASTM Designation: A 53/A 53M, Grade B; ASTM Designation: A 106/A 106M, Grade B; or API Specification 5L PSL2 Grade B or Grade X42R or Grade X42M. At the option of the Contractor, posts may be fabricated from structural steel conforming to the requirements in ASTM Designation: A 36/A 36M.

Pipe posts shall not be spiral seam welded.

**In Section 56-1.02F replace item B of the 1st paragraph with:**

- B. Material for gratings shall be structural steel conforming to the requirements in ASTM Designation: A 1011/A 1011M, Designation CS, Type B or Designation SS, Grade 36, Type 1.

**In Section 56-1.03 replace the 5th paragraph with:**

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

**In Section 56-1.05 replace the 3rd paragraph with:**

Galvanizing shall conform to the provisions in Section 75-1.05, "Galvanizing," except that when permission is granted by the Engineer, surfaces may be coated with zinc by the metalizing process. Metalizing shall be performed in conformance with the AWS requirements. The thickness of the sprayed zinc coat shall be  $10 \pm 2$  mils. The thickness of the sprayed zinc coat on faying surfaces shall not be more than 10 mils.

**In Section 56-1.05, add:**

Zinc solders or zinc alloys that contain tin shall not be used to repair a damaged galvanized surface.

**In Section 56-1.07, add:**

Bridge-mounted signs shall not be fastened to concrete elements of bridges or railings before the concrete attains a compressive strength of 2,500 psi.

**In Section 56-1.10 replace the 4th paragraph with:**

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

















**In Section 75-1.02 replace the 10th paragraph with:**

Unless otherwise specified, materials shall conform to the following specifications:

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: F 1554 or A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements, or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35, Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings Inside a roadbed Outside a roadbed	AASHTO M 306 AASHTO M306 except only AASHTO M105, Class 35B is allowed
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

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

**In Section 75-1.03 replace the 13th paragraph with:**

Concrete anchorage devices shall be mechanical expansion or resin capsule types installed in drilled holes or cast-in-place insert types. The anchorage devices shall be selected from the Department's Pre-Qualified Products List. The qualification requirements for concrete anchorage devices may be obtained from the Pre-Qualified Products List Web site.

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

**In Section 75-1.03 replace the 18th paragraph with:**

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

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

\* Maximum stud diameter permitted for mechanical expansion anchors.

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

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





Property	Test Method	Requirements
Compressive Strength		
at 3 hours, MPa	California Test 551	21 min.
at 24 hours, MPa	California Test 551	35 min.
Flexure Strength		
at 24 hours, MPa	California Test 551	3.5 min.
Bond Strength: at 24 hours		
SSD Concrete, MPa	California Test 551	2.1 min.
Dry Concrete, MPa	California Test 551	2.8 min.
Water Absorption, %	California Test 551	10 max.
Abrasion Resistance		
at 24 hours, grams	California Test 550	25 max.
Drying Shrinkage at 4 days, %	ASTM Designation: C 596	0.13 max.
Soluble Chlorides by weight, %	California Test 422	0.05 max.
Water Soluble Sulfates by weight, %	California Test 417	0.25 max.

2. Magnesium phosphate concrete shall be formulated for minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 70° F. The materials, prior to use, shall be stored in a cool, dry environment.
3. Mix water used with water activated material shall conform to the provisions in Section 90-2.03, "Water."
4. The quantity of water for single component type or liquid activator (for dual component type) to be blended with the dry component, shall be within the limits recommended by the manufacturer and shall be the least amount required to produce a pourable batter.
5. Addition of retarders, when required and approved by the Engineer, shall be in conformance with the manufacturer's recommendations.
6. Before using concrete material that has not been previously approved, a minimum of 45 pounds shall be submitted to the Engineer for testing. The Contractor shall allow 45 days for the testing. Each shipment of concrete material that has been previously approved shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance."
7. Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum or copper metals. Modified high alumina based concrete shall not be mixed in containers or worked with tools containing aluminum.
8. The surface of any dowel coated with zinc or cadmium shall be coated with a colored lacquer before installation of the dowel. The lacquer shall be allowed to dry thoroughly before embedment of the dowels.
9. The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the hole. The diameter of the drilled hole shall be 1/2 inch larger than the nominal diameter of the dowels.
10. The drilled holes shall be clean and dry at the time of placing the bonding material and the steel dowels. Bonding material and dowel shall completely fill the drilled hole. The surface temperature shall be 40° F or above when the bonding material is placed.
11. After bonding, dowels shall remain undisturbed for a minimum of 3 hours or until the bonding material has reached a strength sufficient to support the dowels. Dowels that are improperly bonded, as determined by the Engineer, shall be removed. The holes shall be cleaned or new holes shall be drilled and the dowels replaced and securely bonded to the concrete. Removing, redrilling and replacing improperly bonded dowels shall be performed at the Contractor's expense. Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Magnesium phosphate concrete shall not be cured.

**In Section 83-2.02D(1) replace the 8th paragraph with:**

Granular material for backfill between the 2 walls of concrete barrier (Types 50E, 60F, 60GE and 60SF), as shown on the plans, shall be placed without compaction.

**In Section 83-2.02D(2) in the 1st paragraph, replace item b with:**

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







**Filter Fabric**

Property	ASTM	Specification		
		Class A	Class B	Class C
Grab breaking load, 1-inch grip, lb minimum in each direction	D 4632	157		
Apparent elongation, percent minimum in each direction	D 4632	50		
Puncture strength, lb minimum	D 6241	600		
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr	D 4355	70		
Permittivity, sec <sup>-1</sup> minimum	D 4491	0.5	0.2	0.1
Apparent opening size, average roll value, U.S. Standard sieve size maximum	D 4751	40	60	70

**88-1.03 DRAINAGE**

**88-1.03A Geocomposite Wall Drain**

Geocomposite wall drain must consist of a polymeric core with filter fabric integrally bonded to 1 or both sides of the core creating a stable drainage void.

Filter fabric must comply with Section 88-1.02, "Filtration."

Geocomposite wall drain must comply with:

**Geocomposite Wall Drain**

Property	ASTM	Specification
Thickness with fabric, inches maximum	--	2
Transmissivity, gradient = 1.0, normal stress = 5,000 psf, gal/min/ft	D 4716	4

**88-1.04 REINFORCEMENT**

**88-1.04A Geotechnical Subsurface Reinforcement**

**(xxxiv) General**

Geosynthetic used for geotechnical subsurface reinforcement must be either of the following:

1. Geotextile
2. Geogrid

Geotextile permittivity must be at least 0.05 sec<sup>-1</sup> determined under ASTM D 4491.

Geogrid must have a regular and defined open area. The open area must be from 50 to 90 percent of the total grid area.

**(xxxv) Long Term Design Strength**

Long Term Design Strength (LTDS) of geosynthetic reinforcement is the ultimate tensile strength in the primary strength direction divided by reduction factors. Calculate the LTDS from the guidelines in Geosynthetic Research Institute (GRI) Standard Practice GG4a, GRI GG4b, or GRI GT7.

The product of the appropriate reduction factors must be at least 1.30. Determine the reduction factor for creep using a 75-year design life for permanent applications and a 5-year design life for temporary applications. Determine the installation damage reduction factor based on the characteristics of the backfill materials used.

If test data is not available, use default values of reduction factors in the GRI Standard Practice to calculate LTDS.

Submit the LTDS and its supporting calculations at least 15 days before placing geosynthetic reinforcement. Do not install before the Engineer's approval. The LTDS must be signed by an engineer who is registered as a civil engineer in the State.

**88-1.05 WATER POLLUTION CONTROL**

Geosynthetics used for water pollution control must comply with:

**Water Pollution Control Geosynthetics**

Property	ASTM	Application						
		Silt Fence		Sediment Filter Bag		Gravel-Filled Bags	Temporary Cover	
		Woven	Non-woven	Woven	Non-woven		Woven	Non-woven
Grab breaking load, 1-inch grip, lb minimum in each direction	D 4632	120	120	200	250	205	200	200
Apparent elongation, percent minimum, in each direction	D 4632	15	50	10	50	--	15	50
Water flow rate, gallons per minute/square foot minimum and maximum average roll value	D 4491	10 - 100	100 - 150	100 - 200	75 - 200	80 - 150	4 - 10	80 - 120
Permittivity, sec <sup>-1</sup> minimum	D 4491	0.05	1.1	1.0	1.0	0.2	0.05	1.0
Apparent opening size, inches maximum average roll value	D 4751	0.023	0.012	0.023	0.012	0.016	0.023	0.012
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr.	D 4355	70	70	70	70	70	70	70

**88-1.06 CHANNEL AND SHORE PROTECTION**

**88-1.06A Rock Slope Protection**

Rock slope protection (RSP) fabric must be a permeable, nonwoven, needle-punched geotextile. RSP fabric consists of 1 of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Polymers must be either virgin compounds or clean reworked material. Do not subject virgin compounds to use or processing other than required for initial manufacture. Clean reworked material must be previously processed material from the processor's own production that has been reground, pelletized, or solvated. RSP fabric must not consist of more than 20 percent by weight of clean reworked material. Do not use recycled materials from either post-consumer or post-industrial sources.

Class 8 or Class 10 RSP fabric must comply with:

**Rock Slope Protection Fabric**

Property	ASTM	Specification	
		Class 8	Class 10
Weight, oz/yd <sup>2</sup> minimum	D 5261	7.5	9.5
Grab breaking load, lb 1-inch grip, min. in each direction	D 4632	200	250
Apparent elongation, percent min., in each direction	D 4632	50	50
Permittivity, sec <sup>-1</sup> , minimum	D 4491	1.0	0.70
Apparent opening size, U.S. Standard sieve size minimum and maximum	D 4751	70 - 100	70 - 100
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr.	D4355	70	70

**88-1.07 PAVEMENT INTERLAYER**

**88-1.07A Paving Fabric**

Geosynthetics used for paving fabric must be nonwoven. Paving fabric must comply with:

**Geosynthetic Paving Fabric**

Property	ASTM	Specification
Mass per unit area, oz/yd <sup>2</sup> minimum	D 5261	4.1
Grab breaking load, lb 1-inch grip, minimum, in each direction	D 4632	100
Apparent elongation, percent minimum in each direction	D 4632	50
Hydraulic bursting strength, psi minimum	D 3786	200
Melting point, °F minimum	D 276	325
Asphalt retention, gal/yd <sup>2</sup> minimum	D 6140	0.2

**88-1.07B Paving Mat**

Geosynthetics used for paving mat must be a nonwoven fiberglass and polyester hybrid material. Paving mat must comply with:

**Geosynthetic Paving Mat**

Property	ASTM	Specification
Breaking force, lb/2 inches minimum	D 5035	45
Ultimate elongation, percent maximum	D 5035	5
Mass per unit area, oz/ sq yd minimum	D 5261	3.7
Melting point, °F minimum	D 276	400
Asphalt retention, gal/yd <sup>2</sup> minimum	D 6140	0.10

**88-1.07C Paving Grid**

Geosynthetics used for paving grid must be a geopolymer material formed into a grid of integrally connected elements with openings. Paving grid must comply with:

**Geosynthetic Paving Grid**

Property	Test	Specification		
		Class I	Class II	Class III
Tensile strength at ultimate, lb/in <sup>a</sup> minimum	ASTM D 6637	560 x 1,120	560	280
Aperture size, inch minimum	Calipered	0.5	0.5	0.5
Elongation, % maximum	ASTM D 6637	12	12	12
Mass per area, oz / sqyd minimum	ASTM D 5261	16	10	5.5
Melting point, °F minimum	ASTM D 276	325	325	325

Note:

<sup>a</sup> For Class I, machine direction x cross direction. For Class II and Class III, both directions.

**88-1.07D Paving Geocomposite Grid**

Paving geocomposite grid consists of paving grid specified under Section 88-1.07C, "Paving Grid," bonded or integrated with paving fabric specified under Section 88-1.07A, "Paving Fabric."

Paving geocomposite grid must have a peel strength of at least 10 pounds per foot determined under ASTM D 413.

**88-1.07E Geocomposite Strip Membrane**

Geocomposite strip membrane must consist of various widths of strips manufactured from of asphaltic rubber and geosynthetics. Geocomposite strip membrane must comply with:

**Geocomposite Strip Membrane**

Property	ASTM	Specification
Strip tensile strength, lbs/inch minimum	D 882	50
Elongation at break, % minimum	D 882	50
Resistance to puncture, lbs. minimum	E 154	200
Permeance, perms maximum	E 96/E 96M	0.10
Pliability, 1/4 inch mandrel with sample conditioned at 25 °F	D 146	No cracks in fabric or bitumen
Melting point, °F	D 276	325

**88-1.08 SEPARATION AND STABILIZATION**

**88-1.08A Subgrade Enhancement Geotextile**

Subgrade enhancement geotextile must consist of either of the following:

1. Polyester
2. Polypropylene

Subgrade enhancement geotextile must comply with:



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

Except for minor structures, the minimum required compressive strength for concrete in structures or portions of structures shall be the strength specified, or 3600 pounds per square inch at 28 days, whichever is greater.

Except for when a modulus of rupture is specified, the minimum required compressive strength for concrete shall be the strength specified, or 2,500 pounds per square inch, whichever is greater. Concrete shall be proportioned such that the concrete will attain the minimum required compressive strength.

If the specified 28-day compressive strength is 3,600 pounds per square inch or greater, the concrete is designated by compressive strength. For concrete with a 28-day compressive strength greater than 3,600 pounds per square inch, 42 days will be allowed to obtain the specified strength.

For concrete not designated by compressive strength, the Engineer may test the concrete for compressive strength. The concrete will be accepted if the compressive strength at 28 days attains 85 percent or more of the minimum required compressive strength.

Concrete shall be proportioned to conform to the following shrinkage limitations when tested in conformance with the requirements of AASHTO Designation: T 160, modified as follows:

Condition	Maximum Shrinkage of Laboratory Cast Specimens at 28 days Drying (average of 3, %)
Paving and approach slab concrete	0.050
Bridge deck concrete	0.045

Note: Shrinkage requirement is waived for concrete that is used for precast elements.

Shrinkage tests shall be either:

- A. Performed by a laboratory accredited to perform AASHTO Designation: T 160, or
- B. Performed by a laboratory that maintains a current rating of 3 or better for the Cement and Concrete Reference Laboratory (CCRL) concrete proficiency sample program.

Laboratory cast specimens shall have a 4" x 4" cross section. Specimens shall be removed from the molds  $23 \pm 1$  hours after mixing the concrete and placed in lime water at  $73 \pm 3$  °F to 7 days age. A comparator reading shall be taken at 7 days age and recorded as the initial reading. Specimens then shall be stored in a humidity controlled room maintained at  $73 \pm 3$  °F and  $50 \pm 4$  percent relative humidity for the remainder of the test. Subsequent readings shall be taken at 7, 14, 21, and 28 days drying.

Test data verifying conformance to the shrinkage limitations shall be submitted with the mix design. Shrinkage testing data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for concrete with similar proportions and the same materials and material sources to be used on this contract. Concrete shall be considered to have similar proportions if, when compared to concrete to be used on this project, no more than 2 mix design elements are varied. Varied mix design elements shall fall within the tolerances in the following table:

Mix Design Element	Tolerance (±)
Water to cementitious material ratio	0.03
Total water content	5 %
Coarse aggregate (weight per cubic yard)	10 %
Fine aggregate (weight per cubic yard)	10 %
Supplementary cementitious material content	5 %
Admixture (as originally dosed)	25 %

Note: Admixtures must be of the same brand.

Before using concrete or in advance of revising the mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, supplementary cementitious material (SCM) shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

If any concrete has a cementitious material, portland cement, or SCM content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.25 for each pound of cementitious material, portland cement, or SCM that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.

The requirements of the preceding paragraph shall not apply to minor concrete.

## 90-2 MATERIALS

### 90-2.01 CEMENTITIOUS MATERIALS

Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V portland cement and SCM, or a blended cement. No cementitious material shall be used in the work unless it is on the Department's Pre-Qualified Products List at the time of mix design submittal. Information regarding cementitious material qualification and placement on the Department's approved list can be obtained at the Transportation Laboratory.

Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.

Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be piled to permit access for tallying, inspecting, and identifying each shipment.

Facilities shall be provided to ensure that the various cementitious materials meeting this Section 90-2.01 are kept separate from each other and from other cementitious materials. A storage silo containing a cementitious material shall be emptied before using that silo for a different cementitious material. Blended cements with a percentage of SCM differing by more than 2 percentage points are considered different cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.

The Contractor shall furnish a Certificate of Compliance for cementitious materials in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." The Certificate of Compliance shall indicate the source by name and location (including country, state, and city). If cementitious material is delivered directly to the job site, the Certificate of Compliance shall be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product. If blended cement is used, the Certificate of Compliance shall include a statement signed by the blended cement supplier that indicates the actual percentage, by weight, of SCM in the blend. Weight of SCM shall be by weighing device conforming to Section 9-1.01, "Measurement of Quantities," or as determined by chemical analysis.

#### 90-2.01A Cement

Portland cement shall conform to the requirements in ASTM Designation: C 150 except the C<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, except that the maximum limits on the pozzolan content shall not apply. Blended cement shall be comprised of Type II or Type V cement and SCM produced by intergrinding portland cement clinker and granulated blast furnace slag, ground granulated blast furnace slag



(GGBFS), or pozzolan; by blending portland cement and either GGBFS or finely divided pozzolan; or by a combination of intergrinding and blending.

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

- A. The cement shall not contain more than 0.60-percent by mass of 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; and
- B. The autoclave expansion shall not exceed 0.50-percent

Type III portland cement shall be used only as specified or with the approval of the Engineer. Type III portland cement shall conform to the additional requirements listed above for Type II portland cement. The Contractor may use Type III portland cement in the manufacturing of precast concrete.

**90-2.01B Supplementary Cementitious Materials**

Each supplementary cementitious material shall conform to one of the following:

- A. Fly ash conforming to the requirements in AASHTO Designation: M 295, Class F, and these specifications. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
- B. Ultra fine fly ash (UFFA) conforming to the requirements in AASHTO Designation: M 295, Class F, and the following chemical and physical requirements:

Chemical Requirements	Percent
Sulfur Trioxide (SO <sub>3</sub> )	1.5 max.
Loss on ignition	1.2 max.
Available Alkalies (as Na <sub>2</sub> O) equivalent	1.5 max.

Physical Requirements	Percent
Particle size distribution	
Less than 3.5 microns	50
Less than 9.0 microns	90
Strength Activity Index with portland cement	
7 days	95 (minimum % of control)
28 days	110 (minimum % of control)
Expansion at 16 days when testing job materials in conformance with ASTM C 1567*	0.10 max.

\* In the test mix, Type II or Type V portland cement shall be replaced with at least 12% UFFA by weight.

- C. Raw or calcined natural pozzolans conforming to the requirements in AASHTO Designation: M 295, Class N, and the following requirements and these specifications. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
- D. Metakaolin conforming to the requirements in AASHTO Designation: M 295, Class N, and the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon Dioxide (SiO <sub>2</sub> ) + Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> )	92.0 min.
Calcium Oxide (CaO)	1.0 max
Sulfur Trioxide (SO <sub>3</sub> )	1.0 max.
Loss on ignition	1.2 max.
Available Alkalies (as Na <sub>2</sub> O) equivalent	1.0 max.

Physical Requirements	Percent
Particle size distribution Less than 45 microns	95
Strength Activity Index with portland cement 7 days 28 days	100 (minimum % of control) 100 (minimum % of control)

- E. Ground Granulated Blast Furnace Slag (GGBFS) conforming to the requirements in AASHTO Designation: M 302, Grade 100 or Grade 120.
- F. Silica Fume conforming to the requirements of AASHTO Designation: M 307, with reduction in mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

Commingling of fly ash from different sources at uncontrolled ratios is permissible only if the following criteria are satisfied:

- A. Sources of fly ash to be commingled shall each produce fly ash that conforms to the requirements in AASHTO Designation: M 295, Class F.
- B. Testing of the commingled product is the responsibility of the fly ash supplier.
- C. Each fly ash's running average of relative density shall not differ from any other by more than 0.25 at the time of commingling.
- D. Each fly ash's running average of loss on ignition shall not differ from any other by more than one percent at the time of commingling.
- E. The final product of commingled fly ash shall conform to the requirements in AASHTO Designation: M 295, Class F.

**90-2.01C Required Use Of Supplementary Cementitious Materials**

**(xxxvi) General**

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

The SCM content in portland cement concrete shall conform to one of the following:

- A. Any combination of portland cement and at least one SCM, satisfying Equations (1) and (2):

Equation (1)

$$\frac{(25 \times UF) + (12 \times FA) + (10 \times FB) + (6 \times SL)}{MC} \geq X$$

Where:

- UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard.
- FA = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 10 percent, including the amount in blended cement, pounds per cubic yard.
- FB = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content greater than 10 percent and up to 15 percent, including the amount in blended cement, pounds per cubic yard.
- SL = GGBFS, including the amount in blended cement, pounds per cubic yard.
- MC = Minimum amount of cementitious material specified, pounds per cubic yard.
- X = 1.8 for innocuous aggregate, 3.0 for all other aggregate.

Equation (2)

$$MC - MSCM - PC \geq 0$$

Where:

MC = Minimum amount of cementitious material specified, pounds per cubic yard.

MSCM = The minimum sum of SCMs that satisfies Equation (1) above, pounds per cubic yard.

PC = The amount of portland cement, including the amount in blended cement, pounds per cubic yard.

- B. 15 percent of Class F fly ash with at least 48 ounces of LiNO<sub>3</sub> solution added per 100 pounds of portland cement. CaO content of the fly ash shall not exceed 15 percent.

**(xxxvii) Precast Concrete**

The SCM content in precast portland cement concrete shall conform to one of the following:

- A. Any combination of portland cement and SCM, satisfying the following equation:

Equation (3)

$$\frac{(25 \times UF) + (12 \times FA) + (10 \times FB) + (6 \times SL)}{TC} \geq X$$

Where:

UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard.

FA = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 10 percent, including the amount in blended cement, pounds per cubic yard.

FB = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content greater than 10 percent and up to 15 percent, including the amount in blended cement, pounds per cubic yard.

SL = GGBFS, including the amount in blended cement, pounds per cubic yard.

TC = Total amount of cementitious material used in the mix, pounds per cubic yard.

X = 0.0 if precast members are constructed with portland cement concrete using aggregate that is "innocuous" in conformance with the provisions in Section 90-2.02, "Aggregates."

X = 3.0 for all other aggregate.

- B. 15 percent of Class F fly ash with at least 48 ounces of LiNO<sub>3</sub> solution added per 100 pounds of portland cement. CaO content of the fly ash shall not exceed 15 percent.

- C. Any combination of supplementary cementitious material and portland cement may be used if the expansion of cementitious material and aggregate does not exceed 0.10 percent when tested in conformance with the requirements in ASTM C 1567. Test data shall be submitted with each mix design. Test data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for the same concrete mix and the same materials and material sources to be used on this contract.

**90-2.02 AGGREGATES**

To be considered innocuous, aggregate must be on the Department's approved list, "Innocuous Aggregates for use in Concrete." Information regarding aggregate qualification and placement on the Department's approved list can be obtained at the Transportation Laboratory.

Both coarse and fine aggregate must be on the approved list for the aggregate used in concrete to be considered innocuous.

Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.

The Contractor shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.

Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index,  $D_f$ , of the fine aggregate is 60 or greater when tested for durability in conformance with California Test 229.

If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs are in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

No single Cleanness Value, Sand Equivalent, or aggregate grading test shall represent more than 300 cubic yards of concrete or one day's pour, whichever is smaller.

When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

**90-2.02A Coarse Aggregate**

Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, reclaimed aggregate, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.

Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious material. Reclaimed aggregate shall conform to all aggregate requirements.

Coarse aggregate shall conform to the following quality requirements:

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

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

- A. Coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested in conformance with the requirements in California Test 227; and
- B. Prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

**90-2.02B Fine Aggregate**

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

Fine aggregate shall conform to the following quality requirements:

Test	California Test	Requirements
Organic Impurities	213	Satisfactory <sup>a</sup>
Sand Equivalent:		
Operating Range	217	75, min.
Contract Compliance	217	71, min.

<sup>a</sup> Fine aggregate developing a color darker than the reference standard color may be accepted if 95% relative mortar strength is achieved when tested in conformance with ASTM C87.

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 of the following results when compared to the same test using distilled or deionized water: 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.

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 be stored and dispensed in liquid form and conform to the following requirements:

- A. Chemical Admixtures—ASTM Designation: C 494.
- B. Air-entraining Admixtures—ASTM Designation: C 260.
- C. Lithium Nitrate shall be in an aqueous solution conforming to the following:
  - 1. Lithium Nitrate (LiNO<sub>3</sub>) must be 30 percent +/- 0.5 percent by weight
  - 2. Sulfate (SO<sub>4</sub>) must be less than 1000 ppm

3. Chloride (Cl) must be less than 1000 ppm
4. Alkalis (Na<sub>2</sub>O + 0.658 K<sub>2</sub>O) must be less than 1000 ppm

### 90-3 AGGREGATE GRADINGS

#### 90-3.01 GENERAL

Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

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

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

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

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

#### 90-3.02 COARSE AGGREGATE GRADING

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

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. The manufacturer's written recommendations shall include a statement that the admixtures are compatible with the types and amounts of SCMs used.

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

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

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

No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved. Information regarding admixture qualification and placement on the Department's list can be obtained at the Transportation Laboratory.

If the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.

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

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

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

The Contractor may use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:

- A. If a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by weight, except that the resultant cementitious material content shall be not less than 505 pounds per cubic yard; and
- B. When a reduction in cementitious material content is made, the dosage of admixture used shall be no less than the dosage used in determining approval of the admixture.

The Contractor may use Type S admixtures conforming to the requirements in ASTM Designation: C 494.

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

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

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

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

When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent, and no single test value



exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate.

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

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

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

Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within  $\pm 5$  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 used, 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, "Automatic Proportioning." Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and SCM for one batch of concrete is a single operation of a switch or starter.

For concrete pavement, aggregate and bulk cementitious material must be proportioned by weight by means of automatic proportioning devices.

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 SCM shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the cement and SCM. Equipment for weighing cement or SCM separately shall have a zero tolerance of  $\pm 0.5$  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, SCM shall be 99 to 102 percent of its designated batch weight. When SCM and cement are permitted to be weighed cumulatively, cement shall be weighed first to 99 to 102 percent of its designated batch weight, and the total for cement and SCM shall be 99 to 102 percent of the sum of their designated batch weights. When a blended cement is used, the percentages of cement and SCM used for calculating batch weights shall be based on the percentage of SCM indicated in the Certificate of Compliance from the blended cement supplier; and
- C. Water shall be within 1.5 percent of its designated weight or volume.

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

### **90-5.03 PROPORTIONING**

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

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

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

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

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

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

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

For batches of one cubic yard or more, the batching equipment shall conform to one of the following combinations:

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

In order to check the accuracy of batch weights, the gross weight and tare weight of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

#### **90-5.03A Automatic Proportioning**

Automatic proportioning devices shall be authorized by the Department.

For concrete pavement, 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, SCM, or cement plus SCM and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and SCM hoppers or the cement plus SCM hopper are charged with weights that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If interlocks are required for cement and SCM charging mechanisms and cement and SCM are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of SCM until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If concrete is completely mixed in stationary mixers, the SCMs shall be weighed in a separate weigh hopper and the SCM and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the Contractor provides certification that the stationary mixer is capable of mixing the cement, SCM, aggregates, and water uniformly before discharge, weighing the SCM cumulatively with the cement is permitted. Certification shall contain the following:

- A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary 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 mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength," and
- C. The mixer rotation speed and time of mixing before discharge that are required to produce a mix that meets the requirements above.

The discharge gate on the cement and SCM hoppers or the cement plus SCM hopper shall be designed to permit regulating the flow of cement, SCM, or cement plus SCM into the aggregate as directed by the Engineer.

If separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

If the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required weight 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. When concrete is delivered in a truck mixer, a portion of the mixing water may be withheld and, if allowed by the Engineer, may be added at the point of delivery as specified under Section 90-6.03, "Transporting Mixed Concrete."

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.

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).

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 water in excess of that in the approved mix design shall be incorporated into the concrete. If approved by the Engineer, water withheld during batching may be added to the concrete at the delivery point in one operation before the discharge of more than 1/4 cubic yard. Equipment for supplying the water shall conform to Section 90-6.06, "Amount of Water and Penetration." When water is added at the point of delivery, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharged is commenced.

The rate of discharge of mixed concrete from a truck mixer or agitator 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 cementitious materials 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 cementitious materials 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 cementitious materials to the aggregates and discharge shall not exceed 45 minutes.

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

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

The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch weights or measurements for a load of concrete provided that both certificates are imprinted with the same nonrepeating load number that is unique to the contract and delivered to the jobsite with the load.

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

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

Mixing of concrete in 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 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 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 BLANK**

#### **90-7.03 CURING STRUCTURES**

Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."

The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only ordinary surface finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).

The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).

Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.

When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

#### **90-7.04 CURING PRECAST CONCRETE MEMBERS**

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

- A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 50 °F, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 50 °F and 90 °F.
- B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
- C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
- D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 40 °F per hour. The curing temperature throughout the enclosure shall not exceed 150 °F and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
- E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 200 feet of continuous bed length will be required for checking temperature.
- F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 60 °F until the stress is transferred to the concrete.
- G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

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

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

- A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
- B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

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

Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

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

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

Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."

Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

Shotcrete shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

Mortar and grout shall be cured by keeping the surface damp for 3 days.

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

## **90-8 PROTECTING CONCRETE**

### **90-8.01 GENERAL**

In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8. If required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

The Contractor shall protect concrete from damage from any cause, which shall include, but not be limited to: rain, heat, cold, wind, Contractor's actions, and actions of others.

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

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

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

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

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

## **90-9 COMPRESSIVE STRENGTH**

### **90-9.01 GENERAL**

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

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

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

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

If the test result indicates that the compressive strength at the maximum age specified or allowed is below the specified strength, but is 85 percent or more of the specified strength, payments to the State as required above shall be

made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work is at least 85 percent of the specified strength. 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 has a specified 28-day compressive strength greater than 3,600 pounds per square inch or when prequalification is specified, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

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

Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 600 pounds per square inch greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

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

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

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

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

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

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

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

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

## 90-10 MINOR CONCRETE

### 90-10.01 GENERAL

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

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

Before using minor concrete or in advance of revising the mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design. When required by the following table, the Contractor shall include compressive strength test results verifying the minimum specified compressive strength:

SCM	Test Submittal Required
Fly Ash used alone	When portland cement content < 350 lbs/cy
GGBFS used alone	When portland cement content < 250 lbs/cy
Natural Pozzolan used alone	When portland cement content < 350 lbs/cy
More than 1 SCM	Always

Tests shall be performed by an ACI certified technician.

### 90-10.02 MATERIALS

Minor concrete shall conform to the following requirements:

#### 90-10.02A Cementitious Material

Cementitious material shall conform to the provisions in Section 90-1.01, "Description," and 90-2, "Materials."

#### 90-10.02B Aggregate

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

Use of crushed concrete or reclaimed aggregate is acceptable only if the aggregate satisfies all aggregate requirements.

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

The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 1-1/2-inch or smaller than 3/4 inch.

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

#### 90-10.02C Water

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

#### 90-10.02D Admixtures

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

### 90-10.03 PRODUCTION

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

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

The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless allowed 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 92 ASPHALTS**

**(Issued 01-20-12)**

**Replace Section 92 with:**

## **SECTION 92 ASPHALTS**

### **92-1.01 DESCRIPTION**

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

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

### **92-1.02 MATERIALS**

#### **GENERAL**

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

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

Transport, store, use, and dispose of asphalt safely.

Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

#### **GRADES**

Performance graded (PG) asphalt binder is:



Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 <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 Maximum G*/sin(delta), kPa	T 315	58 1.00 2.00	64 1.00 2.00	64 1.00 2.00	64 1.00 2.00	70 1.00 2.00
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:



**SECTION 95 EPOXY**

**(Issued 06-05-09)**

**Replace the table in Section 95-2.11 with:**

**(xxxviii) Characteristics of Adhesive:**

Test <sup>a</sup>	California Test	Requirement
Brookfield Viscosity, No. 3 Spindle at 20 rpm, Poise at 77°F	434, Part 4	0.9 max.
Gel time, minutes	434, Part 1	2 to 15
Slant Shear Strength on Dry Concrete, psi, after 4 days of cure in air at 77° F ±2° F	434, Part 5 <sup>b</sup>	3,000 min.
Slant Shear Strength on Wet Concrete, psi, after 4 days of cure in air at 77° F ±2° F	434, Part 5 <sup>b</sup>	1,700 min.
Tensile Strength, psi	434, Part 7, except test after 4 days of cure at 77° F ±2° F	4,500 min.
Elongation, %	434, Part 7, except test after 4 days of cure at 77° F ±2° F	10 max.

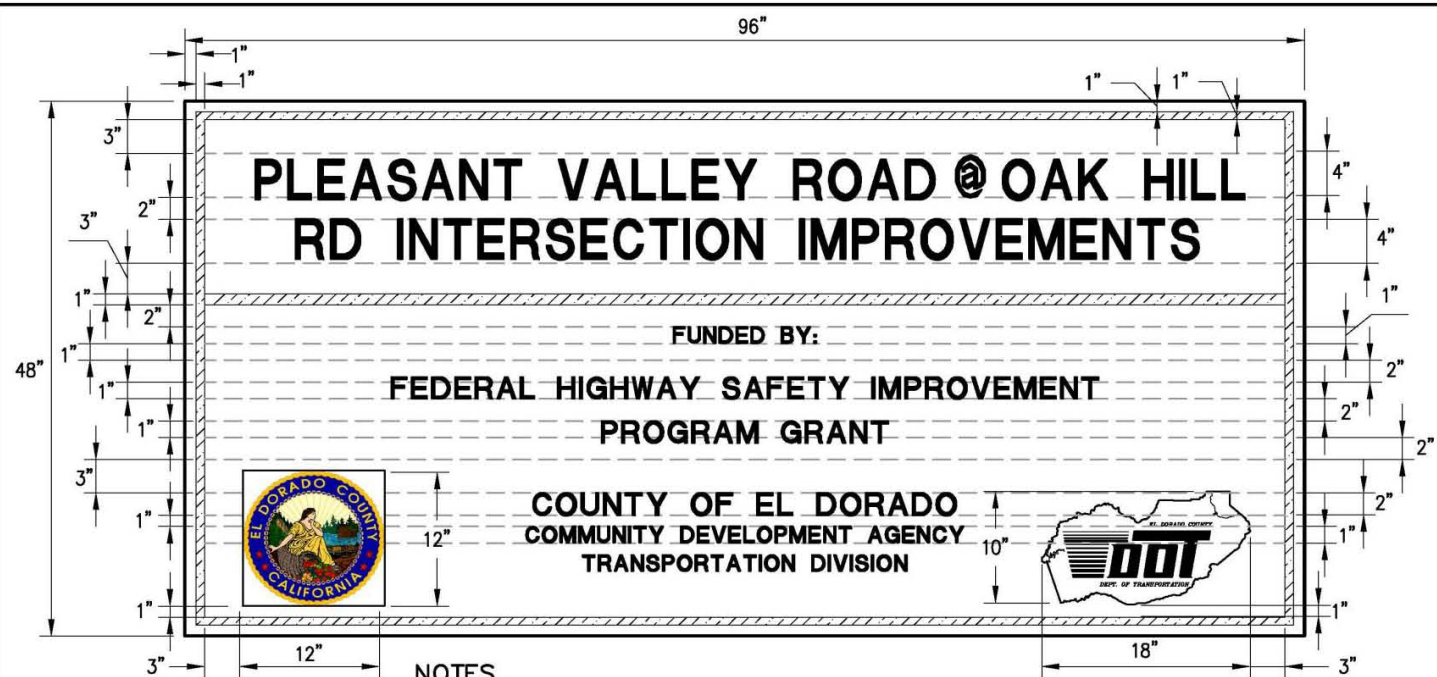
<sup>a</sup> The mixing ratio used will be that recommended by the manufacturer.

<sup>b</sup> For slant shear strength on concrete, delete Sections B-1 and B-5 of California Test 434, Part 5. For dry concrete, use Step "2" below only. For wet concrete, use both Steps "1" & "2":

1. Soak blocks in water for 24 hours at 77° F ±2° F. Remove and wipe off excess water.
2. Mix epoxy as described in California Test 434, Part 1, and apply a coat approximately 0.010-inch thick to each diagonal surface. Place four 0.125-inch square pieces of shim stock 0.012-inch thick on one block to control final film thickness. Before pressing the coated surfaces together, leave the blocks so that the coated surfaces are horizontal until the epoxy reacts slightly to prevent excessive flow.

**APPENDIX B**  
**PROJECT INFORMATION SIGN**

## PROJECT INFORMATION SIGN



### NOTES

1. THE ENGINEER SHALL SUPPLY THE CONTRACTOR WITH THE EL DORADO COUNTY LOGO IN DIGITAL FORMAT. THE IMAGES SHALL BE PRINTED TO THE DIMENSIONS INDICATED, AND PLACED ON THE SIGN IN THE GENERAL LOCATION SHOWN.
2. THE IMAGES OF THE EL DORADO COUNTY LOGO SHALL BE BLACK (NON-REFLECTIVE) ON WHITE BACKGROUND.
3. THE BORDER AND LETTERING OF THE SIGNS SHALL BE BLUE (NON-REFLECTIVE) ON WHITE BACKGROUND.
4. ALL DIMENSIONS SHOWN ARE IN INCHES, UNLESS OTHERWISE INDICATED.

**PLEASANT VALLEY ROAD @ OAK HILL ROAD INTERSECTION  
IMPROVEMENTS FUNDING SIGN EXHIBIT**

**County of El Dorado, State of California  
Community Development Agency, Transportation Division**

**P & C # 065-C1475**

**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION  
IMPROVEMENTS**

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this \_\_\_<sup>st</sup> day of \_\_\_\_\_, in the year of 20\_\_\_, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Community Development Agency, Transportation Division thereof, the party of the first part hereinafter called "County," and [contractor], party of the second part hereinafter called "Contractor."

**RECITALS:**

**WHEREAS**, County has caused the above-captioned project to be let to formal bidding process; and

**WHEREAS**, Contractor has duly submitted a bid response for the captioned project upon which County has awarded this contract;

**NOW, THEREFORE**, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

**Article 1. THE WORK**

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of County's Contract Documents entitled:

**PLEASANT VALLEY ROAD AT OAK HILL ROAD  
INTERSECTION IMPROVEMENTS**

The project is located in County of El Dorado near the town of Diamond Springs. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Construction of a left turn pocket lane, improve sight distance, upgrade safety standards, including stage construction to facilitate grading, earthwork excavation and embankment, rock base, asphalt concrete paving, signing and striping, permanent and temporary erosion control. Also installing or upgrading existing dikes, signs and striping. Other items or details not mentioned above, that are required by the Plans, Standard Specifications, or the Special Provisions, shall be performed, constructed or installed.

**Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, Local Agency Bidder DBE Commitment (Construction Contracts) Form; DBE Information Good Faith Efforts form; Equal Employment Opportunity Certification, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, Non-lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), Opt Out of Payment Adjustments for Price Fluctuation for, if elected, Electronic File Usage Acknowledgment For, if elected, Form FHWA 1273; the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum and the Nondiscrimination Assurances, the Performance Bond, and

Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans dated May 2006, and Standard Specifications dated May 2006, Amendments to the May 2006 Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

### **Article 3. COVENANTS AND CONTRACT PRICE**

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

### **Article 4. COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 4 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in Section 4 of the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with Section 4 of the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **two thousand and three hundred dollars (\$2,300.00) per day**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

### **Article 5. INDEMNITY**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, and the State of California (State), its officers and employees, directors, agents (excluding agents who are design professionals), any property owners from whom the County obtained easements, and any federal government agencies associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County, State, any property owners from whom the County obtained easements, or federal government agency employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State, or any federal government agencies, any property owners from whom the County has obtained easements, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State or any federal government agencies their officers and employees, or any property owners from whom the County has obtained easements, or where expressly prescribed by statute.



The duty to indemnify and hold harmless the County, the State, any property owners from whom the County obtained easements, and any federal government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

This indemnification will remain in effect until terminated or modified in writing by mutual agreement.

**Article 6. VENUE**

Any litigation arising out of this Contract shall be brought in El Dorado County and governed by California law.

**Article 7. NOTIFICATION OF SURETY COMPANY**

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

**Article 8. ASSIGNMENT OF ANTITRUST ACTIONS**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**Article 9. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

**Article 10. TERMINATION BY COUNTY FOR CAUSE**

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other federal or state requirements as identified in Section "Compliance with Federal, State, and Local Agency Requirements" of the Special Provisions, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

**Article 11. SUCCESSORS AND ASSIGNS**

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

**Article 12. REPORTING ACCIDENTS**

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

**Article 13. EMISSIONS REDUCTION**

Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

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

Signed: \_\_\_\_\_ Date \_\_\_\_\_

**Article 14. WORKERS’ COMPENSATION CERTIFICATION**

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers’ Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

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 work of this Contract.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

**Article 15. WARRANTY**

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

**Article 16. RETAINAGE**

The retainage from payment is set forth in “RETENTION OF FUNDS AND RELEASE OF RETAINED FUNDS” of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**Article 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of this Agreement.

**Article 18. PREVAILING WAGE REQUIREMENTS**

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at

<http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Community Development Agency, Transportation Division's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor constitutes a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract must conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Comply with Section 7-1.50 of the Amendments to the Standard Specifications, Exhibit D of this Agreement, and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

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

#### **Article 19. NONDISCRIMINATION**

- A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements

of Exhibit B, marked "Fair Employment Practices Addendum" and the requirements of Exhibit C, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit C, both of which exhibits and all of the Appendices to Exhibit C are incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related work shall incorporate Exhibits B and C and Appendices A through D to Exhibit C (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.

- D. Contractor's signature executing this Contract shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **Article 20. CONTRACTOR ASSURANCES**

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Will comply with County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
- k. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

**Article 21. BUSINESS LICENSE**

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

**Article 22. TAXES**

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**Article 23. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director Engineering, Fairlane Unit, Community Development Agency, Transportation Division, or successor.

**Article 24. AUTHORIZED SIGNATURES**

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**Article 25. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**Article 26. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**Article 27. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**Article 28. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**IN WITNESS WHEREOF**, the said Community Development Agency, Transportation Division of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

**COUNTY OF EL DORADO**

Dated: \_\_\_\_\_

Board Date: \_\_\_\_\_

\_\_\_\_\_  
Board of Supervisors

Attest:

James S. Mitrisin  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

Board Date: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

**CONTRACTOR**

Dated: \_\_\_\_\_

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Federal Employee Identification Number

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Corporate Secretary

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the County prior to signing this document.

Mailing Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**EXHIBIT A**

**CONTRACTOR'S BID AND BID PRICE SCHEDULE**

**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS**

**CONTRACT NO. PW NO. 10-30506**

**CIP NO. 73358**

<b>Item No.</b>	<b>Item Code</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Item Price (In Figures)</b>	<b>Total Price (In Figures)</b>
1	070012A	Progress Schedule	LS	1		
2	074016	P Construction Site Management	LS	1		
3	074017	Prepare Water Pollution Control Program	LS	1		
4	120090	Construction Area Signs	LS	1		
5	120100	P Traffic Control System	LS	1		
6	120159	Temporary Traffic Stripe (Paint)	LF	552		
7	120300	Temporary Pavement Marker	EA	138		
8	128650A	Portable Changeable Message Sign	SWD	90		
9	129000	Temporary Railing (Type K)	LF	716		
10	129100A	Temp Crash Cushion Module (Array TU11)	EA	1		
11	129100B	Temp Crash Cushion System (Absorb 350)	EA	4		
12	150742	Remove Roadside Sign	EA	1		
13	152255	Reset Mailbox	EA	1		
14	152370	Relocate Mailbox	EA	2		
15	152396A	Relocate Sign	EA	1		
16	153103	Cold Plane Asphalt Concrete Pavement	SY	317		
17	160101	Clearing and Grubbing	LS	1		
18	190101	F Roadway Excavation	CY	2103		
19	190114A	Prepare Fugitive Dust Control Plan	LS	1		
20	198007	Imported Material (Shoulder Backing)	CY	8		
21	203001	Erosion Control (Blanket)	SY	1360		
22	203016	Erosion Control (Type D)	SY	1830		
23	260201	Class 2 Aggregate Base	CY	600		



24	390113A		Place HMA Dike (Type A)	LF	850		
25	390120A		Hot Mix Asphalt (Type A)	Ton	1284		
26	394002A		Place HMA (Misc Area)	SY	270		
27	566011		Roadside Sign (One Post)	EA	3		
28	665010		12" Corrugated Steel Pipe	LF	34		
29	705007		12" Steel Flared End Section	EA	1		
30	721011	F	RSP (Backing No. 2, Method B)	CY	4		
31	820108		Delineator (Class 2)	EA	11		
32	820151		Object Marker (Type L-1)	EA	4		
33	840506A		8" Thermoplastic Traffic Stripe (Sprayable)	LF	180		
34	840515		Thermoplastic Pavement Marking	SQFT	177		
35	840560		Thermoplastic Traffic Stripe (Sprayable)	LF	3241		
36	850111		Pavement Marker (Retroreflective)	EA	1		
37	999990		Mobilization	LS	1		

(F) Final Pay Quantity

(P) Eligible for Partial Payment

(LS) Lump Sum

## EXHIBIT B

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Contractor and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Contractor will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
  - (a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.

## EXHIBIT C

### NONDISCRIMINATION ASSURANCES

Contractor hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Contractor hereby gives assurance that Contractor will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Contractor hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Contractor agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Contractor hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Contractor shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where Contractor receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where Contractor receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.
7. That Contractor shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Contractor with other parties:

Appendix C;

- (a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and Appendix D;
- (b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Contractor for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Contractor or any transferee for the longer of the following periods:
  - (a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) The period during which Contractor retains ownership or possession of the property.
9. That Contractor shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Contractor, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.
10. That Contractor agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.
11. Contractor shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of State assisted contracts. County's DBE Race-Neutral Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et. seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Contractor, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

**APPENDIX A**  
**to**  
**EXHIBIT C**

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the Regulations.
- (3) **Solicitations for Sub-agreements, Including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work performed under s Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- (4) **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Contractor's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**to**  
**EXHIBIT C**  
**(NOT USED)**

**APPENDIX C  
to  
EXHIBIT C  
(NOT USED)**

**APPENDIX D**  
**to**  
**EXHIBIT C**  
**(NOT USED)**



**EXHIBIT D**

## EXHIBIT D

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

**II. NONDISCRIMINATION**

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

The provisions of this section related to 23 CFR Part 230 are applicable

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of

the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon

Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within

30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting officer has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded

Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification,

in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 3247, Civil Code)

Bond No. \_\_\_\_\_

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

\_\_\_\_\_ hereafter referred to as "Principal", a contract for the work described as follows:

**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS  
CONTRACT NO. PW NO. 10-30506, CIP NO. 73358**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of \_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**COUNTY OF EL DORADO**

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum of \_\_\_\_\_ DOLLARS,

(\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: \_\_\_\_\_

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Contract No PW NO. 10-30506, CIP NO. 73358 for the PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL  
\_\_\_\_\_  
SURETY  
\_\_\_\_\_  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

**NOTARY ACKNOWLEDGMENTS ATTACHED**

# PRINCIPAL

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

COMPLETING BID IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE WILL BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.

## PROPOSAL

(to be submitted with Bidder's Security)

TO: COUNTY OF EL DORADO,  
STATE OF CALIFORNIA  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION,

for the construction of the

**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS  
CONTRACT NO. PW NO. 10-30506, CIP NO. 73358**

NAME OF BIDDER \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

*(Please include even if Mailing Address used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:      AREA CODE (      ) \_\_\_\_\_

FAX NO:              AREA CODE (      ) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates **or Federal minimum wage rates** set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Community Development Agency, Transportation Division Standard Plans dated May 2006, the Standard Specifications dated May 2006, Amendments to the May 2006 Standard Specifications, standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:

**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS  
CONTRACT NO. PW NO. 10-30506, CIP NO. 73358**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all the items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado in accordance with the Special Provisions within ten (10) days, not including Saturdays, Sundays, and legal holidays, of the date of the letter notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County of El Dorado, in the form of the copy of the Draft Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that it will take in full payment therefore the following item prices, to wit:

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE**  
**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS**  
**CONTRACT NO. PW NO. 10-30506, CIP NO. 73358**

Item No.	Item Code		Item Description	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total Price (In Figures)
1	070012A		Progress Schedule	LS	1		
2	074016	P	Construction Site Management	LS	1		
3	074017		Prepare Water Pollution Control Program	LS	1		
4	120090		Construction Area Signs	LS	1		
5	120100	P	Traffic Control System	LS	1		
6	120159		Temporary Traffic Stripe (Paint)	LF	552		
7	120300		Temporary Pavement Marker	EA	138		
8	128650A		Portable Changeable Message Sign	SWD	90		
9	129000		Temporary Railing (Type K)	LF	716		
10	129100A		Temp Crash Cushion Module (Array TU11)	EA	1		
11	129100B		Temp Crash Cushion System (Absorb 350)	EA	4		
12	150742		Remove Roadside Sign	EA	1		
13	152255		Reset Mailbox	EA	1		
14	152370		Relocate Mailbox	EA	2		
15	152396A		Relocate Sign	EA	1		
16	153103		Cold Plane Asphalt Concrete Pavement	SY	317		
17	160101		Clearing and Grubbing	LS	1		
18	190101	F	Roadway Excavation	CY	2103		
19	190114A		Prepare Fugitive Dust Control Plan	LS	1		
20	198007		Imported Material (Shoulder Backing)	CY	8		
21	203001		Erosion Control (Blanket)	SY	1360		
22	203016		Erosion Control (Type D)	SY	1830		
23	260201		Class 2 Aggregate Base	CY	600		
24	390113A		Place HMA Dike (Type A)	LF	850		
25	390120A		Hot Mix Asphalt (Type A)	Ton	1284		
26	394002A		Place HMA (Misc Area)	SY	270		
27	566011		Roadside Sign (One Post)	EA	3		

28	665010		12" Corrugated Steel Pipe	LF	34		
29	705007		12" Steel Flared End Section	EA	1		
30	721011	F	RSP (Backing No. 2, Method B)	CY	4		
31	820108		Delineator (Class 2)	EA	11		
32	820151		Object Marker (Type L-1)	EA	4		
33	840506A		8" Thermoplastic Traffic Stripe (Sprayable)	LF	180		
34	840515		Thermoplastic Pavement Marking	SQFT	177		
35	840560		Thermoplastic Traffic Stripe (Sprayable)	LF	3241		
36	850111		Pavement Marker (Retroreflective)	EA	1		
37	999990		Mobilization	LS	1		

(F) Final Pay Quantity

(P) Eligible for Partial Payment

(LS) Lump Sum

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by El Dorado County based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)





*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

	<u>Has</u>	<u>Has Not</u>
The Bidder _____	_____	_____
Proposed Subcontractor(s) _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

hereby certifies the above information regarding participation in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, 11246, and 11375, and as supplemented by 41 CFR 60, and that, where required he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has \_\_\_\_ , has not \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Bidder, hereby states under penalty of perjury under the laws of the State of California, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# **NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## **NOTE:**

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION  
CERTIFICATION, UNITED STATES DEPARTMENT OF TRANSPORTATION(USDOT) 2  
CODE OF FEDERAL REGULATIONS (CFR) 1200 FEDERAL AGENCY REGULATIONS  
FOR GRANTS AND AGREEMENTS AND EXECUTIVE ORDER 12549**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Bidder further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal to the prime contractor.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.  
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, including this Contract, the making of any federal grant, the making of any state or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.
- (2) If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Contract, grant, local, or cooperative contract, the Bidder shall complete and submit Standard Form-LLL, " Disclosure of Lobbying Activities," in accordance with the form instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting its bid or Proposal that it shall require that the language of this certification be included in all of its subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly. If the Bidder is awarded this Contract, it shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United States Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Authorized for Local Reproduction Standard Form - LLL	

**Federal Use Only:**

Standard Form LLL Rev. 04-28-06

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90



**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX  
FLUCTUATIONS**

You may opt out of the payment adjustments for price index fluctuations as specified in “Payment Adjustments for Price Index Fluctuations” of the special provisions. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Bidder Name: \_\_\_\_\_

Contract No. PW 10-30506

I opt out of the payment adjustments for price index fluctuations.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Accompanying this proposal is \_\_\_\_\_  
(NOTICE: INSERT THE WORDS "CASH(\$\_\_\_)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)  
in amount equal to at least ten percent of the amount of the total bid.

**The names of all persons interested in the forgoing Proposal as principals are as follows:**

**IMPORTANT NOTICE:** If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**(A Copy of the afore-referenced license must be attached hereto.)**

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number  
(s) \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Equal Employment Opportunity Certification; and the Debarment Suspension, Ineligibility and Voluntary Exclusion Certification; the Non-lobbying Certification for Federal-Aid Contracts and the Disclosure of Lobbying Activities (Standard Form LLL); the Fair Employment Practice Addendum, the Nondiscrimination Assurances, and the Opt Out of Payment Adjustments for Price Index Fluctuations, if elected are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of El Dorado.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

at \_\_\_\_\_ County, State of \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Title of Bidder \_\_\_\_\_

Name of Firm \_\_\_\_\_



**INSTRUCTIONS - LOCAL AGENCY BIDDER  
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**ALL BIDDERS:**

**PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.**

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

**IMPORTANT:** Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "Subcontractors Listing" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See "Disadvantaged Business Enterprise" of the special provisions to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS  
DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. HSIPL 5925(061)

Bid Opening Date: June 1, 2015

The County of El Dorado established a Disadvantaged Business Enterprise (DBE) goal of 11% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section “Disadvantaged Business Enterprise” of the special provisions.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

**END OF PROPOSAL**

**COUNTY OF EL DORADO**

**BIDDER'S BOND**

**this form MUST be used**

**KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE** \_\_\_\_\_  
\_\_\_\_\_, as **PRINCIPAL**, and  
\_\_\_\_\_

as Surety are held and firmly bound unto the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

**TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID PRICE**

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

**WHEREAS**, the Principal has submitted the above-mentioned Bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, for the construction of the

**PLEASANT VALLEY ROAD AT OAK HILL ROAD INTERSECTION IMPROVEMENTS  
CONTRACT NO. PW NO. 10-30506, CIP NO. 73358**

**NOW, THEREFORE**, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

**IN WITNESS WHEREOF**, we have set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

(seal) \_\_\_\_\_  
Principal

(seal) \_\_\_\_\_  
Surety

Address: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)



**SURETY**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

General Decision Number: CA150009 03/27/2015 CA9

Superseded General Decision Number: CA20140009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	03/27/2015

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 57.15	18.72
Area 2.....	\$ 44.05	18.62

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ASBE0016-007 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 31.13	6.95

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BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 42.06	33.43
(2) Remaining Counties.....	\$ 38.37	31.32

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BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.05	14.01

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BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 36.48	19.59
AREA 2.....	\$ 39.96	23.79

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Gunite nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

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BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 22.58	10.04
Area 2.....	\$ 22.58	12.50
Area 3.....	\$ 22.76	12.37
Area 4.....	\$ 22.26	11.85
Tile Layer		
Area 1.....	\$ 38.13	11.98
Area 2.....	\$ 36.43	13.74
Area 3.....	\$ 40.59	13.79
Area 4.....	\$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

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BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

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CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 39.60	30.73
Diver standby.....	\$ 44.56	30.73

Diver Tender.....	\$ 43.56	30.73
Diver wet.....	\$ 89.12	30.73
Manifold Operator (mixed gas).....	\$ 48.56	30.73
Manifold Operator (Standby).	\$ 43.56	30.73

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

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CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

Rates	Fringes
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Drywall Installers/Lathers:		
Area 1.....	\$ 40.35	27.97
Area 3.....	\$ 34.97	27.97
Area 4.....	\$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1.....	\$ 20.18	16.30
Area 3.....	\$ 17.49	16.30
Area 4.....	\$ 16.81	16.30

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 CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

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 CARP0035-010 07/01/2014

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,  
 Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,  
 Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 23.36	18.31
Installer II.....	\$ 19.93	18.31
Lead Installer.....	\$ 26.81	18.81
Master Installer.....	\$ 31.03	18.81
Area 2		
Installer I.....	\$ 20.71	18.31
Installer II.....	\$ 17.76	18.31
Lead Installer.....	\$ 23.68	18.81
Master Installer.....	\$ 27.31	18.81
Area 3		
Installer I.....	\$ 19.76	18.31
Installer II.....	\$ 16.99	18.31
Lead Installer.....	\$ 22.56	18.81
Master Installer.....	\$ 29.58	18.81

CARP0046-001 07/01/2014

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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CARP0046-002 07/01/2014

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53

Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

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CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

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CARP1599-001 07/01/2014

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12



ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 45.31	3%+20.13

ELEC0180-003 12/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 35.66	3%+15.30

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 12/08/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 27.85	13.80
Sound & Communications		
Technician.....	\$ 33.42	13.80

SCOPE OF WORK

Includes the installation testing, service and maintenance,

Pleasant Valley Road at Oak Hill Road Intersection Improvements  
**Contract No. PW 10-30506, CIP No. 73358**  
 April 28, 2015

County of El Dorado  
**Attachment A**  
 Page AA-8 of AA-45

of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS      Perimeter security systems  
Vibration sensor systems      Card access systems      Access control systems      Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS      SCADA (Supervisory Control and Data Acquisition)      PCM (Pulse Code Modulation)  
Inventory Control Systems      Digital Data Systems  
Broadband and Baseband and Carriers      Point of Sale Systems      VSAT Data Systems      Data Communication Systems      RF and Remote Control Systems      Fiber Optic Data Systems  
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:  
1. The project involves new or major remodel building trades construction.  
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0340-003 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,  
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
 TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 39.06	18.54
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

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 ELEC0401-005 11/01/2014

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 37.50	15.14

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 ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.20	16.76

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 ELEC0551-005 12/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 36.80	16.41

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control

systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0659-006 01/01/2015

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.44	15.71

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ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 45.62	4%+13.30
(3) Tree Trimmer.....	\$ 32.07	4%+9.80
(4) Line Equipment Man.....	\$ 45.62	4%+9.80
(5) Powdermen, Jackhammermen.....	\$ 34.22	4%+9.80
(6) Groundman.....	\$ 31.31	4%+9.80

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ELEC1245-004 06/01/2013

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 50.30	15
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 40.17	14.56
(3) Groundman.....	\$ 30.73	13.48
(4) Powderman.....	\$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,

Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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\* ELEV0008-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.39	28.38

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.15	27.81
AREA 2:		
(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2  
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:  
Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:  
Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:  
Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:  
Area 1: East Central part and the Northeastern border with  
Shasta County  
Area 2: Remainder

TUOLUMNE COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

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ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1  
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44

GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44



GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar;

Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant);

Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar

(boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
 Area 1: Central part  
 Area 2: Remainder

SONOMA COUNTY:  
 Area 1: All but the Northwestern corner  
 Area 2: Reaminder

TEHAMA COUNTY:  
 Area 1: All but the Western border with mendocino & Trinity  
 Counties  
 Area 2: Remainder

TRINITY COUNTY:  
 Area 1: East Central part and the Northeaster border with  
 Shasta County  
 Area 2: Remainder

TULARE COUNTY;  
 Area 1: Remainder  
 Area 2: Eastern part

TUOLUMNE COUNTY:  
 Area 1: Remainder  
 Area 2: Eastern Part

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 ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long

as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder



LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County  
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder  
Area 2: Eastern Part

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IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0067-002 12/01/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,

STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.06	9.62
LABORER (Lead Removal)		
Area A.....	\$ 29.02	19.42
Area B.....	\$ 28.02	19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa		
County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 28.09	18.66

GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA A:)

(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material

cleaner" is to be utilized under the following conditions:  
 A: at demolition site for the salvage of the material.  
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

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 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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 LABO0185-002 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

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 LABO0185-005 06/30/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-002 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-004 06/30/2014



MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle-men

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GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 06/30/2014

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.36	17.34

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LABO0324-004 06/30/2014

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		

Pleasant Valley Road at Oak Hill Road Intersection Improvements  
Contract No. PW 10-30506, CIP No. 73358  
April 28, 2015

County of El Dorado  
Attachment A  
Page AA-32 of AA-45

Escort Driver, Flag Person..\$ 27.14	19.03
Traffic Control Person I....\$ 27.44	19.03
Traffic Control Person II...\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 06/30/2014

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 06/30/2014

NAPA, SOLANO AND SONOMA COUNTIES

Pleasant Valley Road at Oak Hill Road Intersection Improvements  
Contract No. PW 10-30506, CIP No. 73358  
April 28, 2015

County of El Dorado  
Attachment A  
Page AA-33 of AA-45

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.36	17.34

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LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36
Work on a swing stage scaffold:	\$1.00 per hour additional.	

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PAIN0016-004 01/01/2015

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 36.45	21.48

PREMIUMS:

- EXOTIC MATERIALS - \$0.75 additional per hour.
- SPRAY WORK: - \$0.50 additional per hour.
- INDUSTRIAL PAINTING - \$0.25 additional per hour  
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

- over 50 feet - \$2.00 per hour additional
- 100 to 180 feet - \$4.00 per hour additional
- Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 01/01/2015

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.24	19.88

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PAIN0016-007 01/01/2015

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada

Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 30.85	16.85

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-008 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.20	18.73

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PAIN0169-004 01/01/2015

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 43.48	24.19

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\* PAIN0567-001 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.16	10.38
Spray Painter & Paperhanger.	\$ 24.01	10.38

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr  
Special Coatings (Spray), and Steeplejack = \$1.00/hr  
Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.81	11.68

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PAIN0567-010 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.57	11.14

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PAIN0767-004 01/01/2015

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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 PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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 PAIN1237-001 01/01/2015

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.79	14.93

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 PLAS0300-003 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 31.41	22.26
AREA 355: Marin.....	\$ 34.75	22.26

AREA 355: Napa & Sonoma  
 Counties.....\$ 31.41 22.26

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 PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	30.00	22.07

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 PLUM0038-002 07/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET		
RECOVERY RATE.....\$	54.40	40.71
(2) All other work - NEW		
CONSTRUCTION RATE.....\$	64.00	43.29

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 PLUM0038-006 07/01/2014

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....\$	54.40	32.15

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 PLUM0228-001 01/01/2015

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....\$	37.50	26.39

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 PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	19.40
All Other Work.....	\$ 48.00	30.05

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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 PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.60	10.50

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 PLUM0355-001 07/01/2014

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 28.55	9.25

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 PLUM0442-003 01/01/2015

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
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PLUMBER.....\$ 38.50 25.89

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PLUM0447-001 07/01/2013

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....\$ 41.77		22.35
Light Commercial Work.....\$ 32.23		17.22

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ROOF0081-006 08/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Rofer.....\$ 35.06		13.89

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ROOF0081-007 08/01/2014

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Rofer.....\$ 33.23		13.79

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SFCA0483-003 01/01/2015

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 56.02		27.77

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SFCA0669-003 07/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....\$ 34.19		19.37

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SHEE0104-006 01/01/2015

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 45.26	38.82
All other work.....	\$ 50.71	40.05

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 SHEE0104-009 01/01/2015

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
 YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.05	31.24

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 SHEE0104-010 01/01/2015

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.59	28.66

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 SHEE0104-011 01/01/2015

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,  
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,  
 YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 33.86	31.83

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 SHEE0104-014 01/01/2015

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.86	31.83

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 SHEE0104-019 01/01/2015

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU  
 AND TEHAMA COUNTIES

Rates	Fringes
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SHEET METAL WORKER

Mechanical Jobs \$200,000 & under.....	\$ 29.88	28.75
Mechanical Jobs over \$200,000.....	\$ 39.05	31.24

TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.96	24.28
GROUP 2.....	\$ 28.26	24.28
GROUP 3.....	\$ 28.56	24.28
GROUP 4.....	\$ 28.91	24.28
GROUP 5.....	\$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport

tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION