

**COUNTY OF EL DORADO, CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT DOCUMENTS**

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

**EL DORADO TRAIL CULVERT REPLACEMENT  
CONTRACT NO. PW 11-30587, PROJECT NO. 99565**

**July 19, 2011**

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

**BID OPENING DATE: August 18, 2011**

**COUNTY OF EL DORADO, CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

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STANDARD PLANS, MAY 2006

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.



Dwight G. Anderson  
Dwight G. Anderson, RCE No. C 69999

Date: 7-11-11

**DEPARTMENT OF TRANSPORTATION  
COUNTY OF EL DORADO, STATE OF CALIFORNIA  
FOR  
EL DORADO TRAIL  
CULVERT REPLACEMENT**

**CONTRACT NO. PW 11-30587, PROJECT NO. 99565**

**TABLE OF CONTENTS**

**NOTICE TO BIDDERS .....N-1**  
**STANDARD PLANS LIST.....SPL-1**  
**SPECIAL PROVISIONS.....SP-1**

**SPECIAL PROVISIONS ..... 1**  
**SECTION 1. SPECIFICATIONS AND PLANS ..... 1**  
    1-1.01 GENERAL ..... 1  
    1-1.02 DEFINITIONS AND TERMS ..... 1  
**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS ..... 2**  
    2-1.01 GENERAL ..... 2  
    2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS ..... 3  
    2-1.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE) ..... 3  
    2-1.04 COMPLIANCE WITH FEDERAL, STATE AND LOCAL AGENCY REQUIREMENTS ..... 4  
    2-1.05 COST PRINCIPLES ..... 4  
    2-1.06 BID PROTEST PROCEDURES ..... 5  
**SECTION 3. AWARD AND EXECUTION OF CONTRACT ..... 6**  
    3-1.01 GENERAL ..... 6  
    3-1.02 AWARD OF CONTRACT ..... 6  
    3-1.03 EXECUTION OF CONTRACT ..... 6  
**SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES..... 7**  
    4-1.01 GENERAL ..... 7  
    4-1.02 CONTRACT WORKING HOURS..... 7  
    4-1.03 PRE-CONSTRUCTION CONFERENCE AND WEEKLY MEETINGS ..... 7  
    4-1.04 PROSECUTION AND PROGRESS..... 8  
**SECTION 5. GENERAL..... 8**  
**SECTION 5-1 MISCELLANEOUS ..... 8**  
    5-1.01 CONTRACT BONDS..... 8  
    5-1.02 COST REDUCTION INCENTIVE ..... 8  
    5-1.03 LABOR NONDISCRIMINATION ..... 9  
    5-1.04 PREVAILING WAGE REQUIREMENTS ..... 9  
    5-1.05 APPRENTICES ..... 11  
    5-1.06 CERTIFIED PAYROLL ..... 11  
    5-1.07 UNSATISFACTORY PROGRESS ..... 11  
    5-1.08 DISPUTES RESOLUTION ..... 12  
    5-1.09 PAYMENT OF WITHHELD FUNDS ..... 12  
    5-1.10 RECORDS ..... 13  
    5-1.11 RECORDS EXAMINATION AND AUDIT REQUIREMENTS ..... 13  
    5-1.12 SUBCONTRACTOR AND DBE RECORDS (Not used) ..... 13  
    5-1.13 DBE CERTIFICATION STATUS (Not used)..... 14  
    5-1.14 BUY AMERICA REQUIREMENTS ..... 14  
    5-1.15 SUBCONTRACTING ..... 14  
    5-1.16 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS ..... 15

5-1.17	PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS .....	15
5-1.18	PERFORMANCE OF SUBCONTRACTORS (Not used) .....	15
5-1.19	INTEREST ON PAYMENTS.....	15
5-1.20	PUBLIC SAFETY .....	15
5-1.21	TESTING .....	16
5-1.22	REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	16
5-1.23	AIR POLLUTION CONTROL.....	16
5-1.24	FINAL INSPECTION AND ACCEPTANCE OF THE CONTRACT .....	17
5-1.25	GUARANTEE .....	17
5-1.26	ACCESS TO INSPECTION OF WORK.....	18
5-1.27	SAFETY AND HEALTH PROVISIONS.....	19
5-1.28	PROJECT APPEARANCE.....	19
5-1.29	ARCHAEOLOGICAL DISCOVERIES .....	19
5-1.30	UTILITIES REQUIRED BY THE CONTRACTOR.....	20
5-1.31	SOUND CONTROL REQUIREMENTS .....	20
5-1.32	COPYRIGHTS, TRADEMARKS, AND PATENTS .....	21
5-1.33	UTILITIES.....	22
5-1.34	REPORTING .....	23
5-1.35	ASSIGNMENT OF ANTITRUST ACTIONS.....	23
5-1.36	COORDINATION WITH PROPERTY OWNERS.....	24
5-1.37	AREAS FOR CONTRACTOR'S USE.....	24
5-1.38	PAYMENTS .....	25
5-1.39	RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD.....	25
<b>SECTION 6.</b>	<b>(BLANK).....</b>	<b>25</b>
<b>SECTION 7.</b>	<b>CONTRACTOR'S INSURANCE.....</b>	<b>25</b>
7-1.01	GENERAL INSURANCE REQUIREMENTS.....	25
7-1.02	PROOF OF INSURANCE REQUIREMENTS .....	26
7-1.03	INSURANCE NOTIFICATION REQUIREMENTS .....	26
7-1.04	ADDITIONAL STANDARDS .....	27
7-1.05	COMMENCEMENT OF PERFORMANCE .....	27
7-1.06	MATERIAL BREACH.....	27
7-1.07	REPORTING PROVISIONS.....	27
7-1.08	PRIMARY COVERAGE.....	27
7-1.09	PREMIUM PAYMENTS.....	27
7-1.10	CONTRACTOR'S OBLIGATIONS .....	27
7-1.11	GOVERNING PRECEDENCE .....	27
<b>SECTION 8.</b>	<b>MATERIALS .....</b>	<b>28</b>
<b>SECTION 8-1.</b>	<b>MISCELLANEOUS .....</b>	<b>28</b>
8-1.01	ENGINEERING FABRICS .....	28
8-1.02	PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS.....	28
8-1.03	CERTIFICATES OF COMPLIANCE.....	33
<b>SECTION 8-2.</b>	<b>CONCRETE.....</b>	<b>34</b>
8-2.01	PORTLAND CEMENT CONCRETE.....	34
<b>SECTION 8-3.</b>	<b>WELDING.....</b>	<b>35</b>
8-3.01	WELDING .....	35
<b>SECTION 9.</b>	<b>(BLANK).....</b>	<b>39</b>
<b>SECTION 10.</b>	<b>CONSTRUCTION DETAILS.....</b>	<b>39</b>
<b>SECTION 10-1</b>	<b>GENERAL.....</b>	<b>39</b>
10-1.01	ORDER OF WORK.....	39
10-1.02	DUST CONTROL .....	39
10-1.03	WATER POLLUTION CONTROL .....	42
10-1.04	CONSTRUCTION SITE MANAGEMENT.....	47
10-1.05	MOBILIZATION.....	57
10-1.06	CLEARING AND GRUBBING .....	57
10-1.07	TRENCH AND EXCAVATION SAFETY .....	58
10-1.08	DEMOLITION OF EXISTING FACILITIES .....	58
10-1.09	TRAIL RECONSTRUCTION .....	59
10-1.10	CORRUGATED STEEL PIPE (CSP) (ALUMINIUM-COATED).....	60
10-1.11	STRUCTURAL CONCRETE (HEADWALLS).....	61

10-1.12	MINOR CONCRETE (CHANNEL).....	61
10-1.13	ROCK SLOPE PROTECTION.....	61
10-1.14	EROSION CONTROL BLANKET.....	62
10-1.15	EROSION CONTROL (TYPE D).....	64
10-1.16	FIBER ROLLS.....	66
10-1.17	TEMPORARY EROSION CONTROL BLANKET.....	68
10-1.18	TEMPORARY FENCE (ESA TYPE).....	71
10-1.19	STREET SWEEPING.....	71
10-1.20	TEMPORARY CHECK DAM.....	72
10-1.21	TEMPORARY CONSTRUCTION ENTRANCE.....	76
10-1.22	TEMPORARY FIBER ROLL.....	78
10-1.23	TEMPORARY GRAVEL BAG BERM.....	81
10-1.24	TEMPORARY SILT FENCE.....	83
10-1.25	TEMPORARY TACKED STRAW.....	86
10-1.26	TEMPORARY COVER.....	89
10-1.27	CONSTRUCTION AREA SIGNS.....	92
10-1.28	HOT MIX ASPHALT.....	94
10-1.29	AGGREGATE BASE.....	94
10-1.30	FURNISH SIGN.....	94
10-1.31	TEMPORARY CONCRETE WASHOUT (PORTABLE).....	98
10-1.32	REINFORCEMENT.....	100
10-1.33	TREE REPLACEMENT.....	100
10-1.34	TEMPORARY FENCE (TYPE CL).....	101

**APPENDICES**

APPENDIX A	AMENDMENTS TO STANDARD SPECIFICATIONS.....	AA-1
APPENDIX B	FEDERAL WAGE RATES.....	AB-1
<b>CONTRACT (DRAFT)</b>	.....	<b>C-1</b>
Article 1.	THE WORK.....	C-1
Article 2.	CONTRACT DOCUMENTS.....	C-1
Article 3.	COVENANTS AND CONTRACT PRICE.....	C-2
Article 4.	COMMENCEMENT AND COMPLETION.....	C-2
Article 5.	INDEMNITY.....	C-2
Article 6.	GUARANTEES.....	C-3
Article 7.	VENUE.....	C-3
Article 8.	ASSIGNMENT OF ANTITRUST ACTIONS.....	C-3
Article 9.	TERMINATION BY COUNTY FOR CONVENIENCE.....	C-4
Article 10.	TERMINATION BY COUNTY FOR CAUSE.....	C-4
Article 11.	WORKERS COMPENSATION CERTIFICATION.....	C-5
Article 12.	WARRANTY.....	C-5
Article 13.	RETAINAGE.....	C-5
Article 14.	PREVAILING WAGE REQUIREMENTS.....	C-5
Article 15.	BUSINESS LICENSE.....	C-6
Article 16.	CONTRACT ADMINISTRATOR.....	C-6
Article 17.	NONDISCRIMINATION.....	C-6
Article 18.	CONTRACTOR ASSURANCES.....	C-7
Article 19.	AUTHORIZED SIGNATURES.....	C-8
	PAYMENT BOND.....	No Page Number
	PERFORMANCE BOND.....	No Page Number

<b>PROPOSAL</b>	.....	<b>P-1</b>
PROPOSAL PAY ITEMS BID PRICE SCHEDULE & TOTAL BID.....		P-3
SUBCONTRACTORS LISTING.....		P-4
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.....		P-5
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT.....		P-6
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE.....		P-7
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT.....		P-8
NONCOLLUSION AFFIDAVIT.....		P-9
SIGNATURES.....		P-10
BIDDER'S BOND.....		No Page Number

**DEPARTMENT OF TRANSPORTATION  
COUNTY OF EL DORADO, CALIFORNIA**

**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:

**EL DORADO TRAIL CULVERT REPLACEMENT  
CONTRACT NO. PW 11-30587, PROJECT No. 99565**

will be received by the Clerk to the Board of Supervisors, at the Board of Supervisors Office, 330 Fair Lane, Placerville, California, until **August 18, 2011 at 2:00 PM**, at which time bids will be publicly opened and read by the El Dorado County Department of Transportation.

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 bound Contract Documents furnished by the El Dorado County Department of Transportation. The Proposal shall not be detached and shall be submitted with the Contract Documents bid package in its entirety. All bids must be clearly marked on the envelope:

**"PROPOSAL FOR EL DORADO TRAIL CULVERT REPLACEMENT"  
CONTRACT NO. PW 11-30587, PROJECT No. 99565  
TO BE OPENED AT 2:00 P.M. – Thursday, August 18, 2011**

**LOCATION/DESCRIPTION OF THE WORK:** The project is located along the El Dorado Trail (old railroad corridor just North of Highway 50), in City of Placerville in El Dorado County. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. This project replaces an existing 54 inch culvert which is collapsing under approximately 33 feet of embankment supporting the El Dorado Trail. This project will also include repairs to the asphalt trail and erosion control measures. 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 THIRTY (30) WORKING DAYS.
- D. For bonding purposes the anticipated project cost is less than \$ 300,000.
- E. A pre-bid meeting is scheduled for this project on Monday, August 8, 2011 at 2:00 PM at the El Dorado County Department of Transportation, 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 INSPECTING CONTRACT DOCUMENTS:** The Contract Documents and Plans may be examined at the El Dorado County Department of Transportation or may be purchased in person or by mail from the Department of Transportation, 2850 Fairlane Court, Placerville, California, 95667. The purchase price of each set of Contract Documents and Plans (half size plans are included in each set) is Thirty-Five dollars (\$35.00) and is not refundable. To receive Contract Documents and Plans by mail, send request and payment prior to shipping and include an additional twenty dollars (\$20.00), for a total of fifty-five dollars (\$55.00), to include shipping and handling. Only Contract documents purchased from the Department of Transportation are acceptable for bid submittal.

**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 bids are submitted, 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 El Dorado County 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.

**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 Janel Gifford, El Dorado County Department of Transportation, email-Janel.Gifford@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.

**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.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:** The County of El Dorado affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

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.

**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 Department of Transportation 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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates.

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/dlsr/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 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 US DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**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 (do not detach the form).**

**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 Department of Transportation shall 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 Department of Transportation 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 address designated in the bid, of its recommendation including for award or rejection of bids (“All Bidders Letter”).
2. Within four (4) calendar days from the date of the “All Bidders Letter,” the bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Department of Transportation, Attention Janel Gifford, 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 Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Department of Transportation 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 Department of Transportation 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. In the event that 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

In its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

**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.

**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:** All communications relative to the Contract Documents and Plans shall be directed to Janel Gifford in the El Dorado County Department of Transportation, 2850 Fairlane Court, Placerville, CA 95762, telephone: (530) 621-5974. No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents and Plans or written responses to bidders’ inquiries. Responses to bidders’ inquiries and addenda will be posted on the Department of Transportation website at [www.edcgov.us/Government/DOT/Bids.aspx](http://www.edcgov.us/Government/DOT/Bids.aspx). It is the bidders’ responsibility to check this website for responses and addenda during the bid period.

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 Department of Transportation, County of El Dorado, State of California.

Authorized by the Board of Supervisors on July 19, 2011, at Placerville, California.

By \_\_\_\_\_  
James W. Ware, P.E.  
Director of Transportation  
County of El Dorado

# **STANDARD PLANS LIST**

## STANDARD PLAN 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 individual Standard Plan sheets.*

<b>A10A</b>	<b>Acronyms and Abbreviations (Sheet 1 of 2)</b>
<b>A10B</b>	<b>Acronyms and Abbreviations (Sheet 2 of 2)</b>
<b>A10C</b>	<b>Symbols (Sheet 1 of 2)</b>
<b>A10D</b>	<b>Symbols (Sheet 2 of 2)</b>
<b>A62A</b>	<b>Excavation and Backfill – Miscellaneous Details</b>
<b>A62F</b>	<b>Excavation and Backfill – Metal and Plastic Culverts</b>
<b>NSP A85A</b>	<b>Chain Link Fence Details</b>
<b>NSP A86A</b>	<b>Barbed and Wire Mesh Fence Details on Sharp Break in Grade</b>
<b>NSP A86C</b>	<b>Barbed and Wire Mesh Fence Details at Ditch Crossing</b>
<b>D89</b>	<b>Pipe Culvert Headwalls – Straight and "L"</b>
<b>RSP D97D</b>	<b>Corrugated Metal Pipe Coupling Details No. 4 – Hugger Coupling Bands</b>
<b>T51</b>	<b>Temporary Water Pollution Control Details (Temporary Silt Fence)</b>
<b>T54</b>	<b>Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)</b>
<b>T55</b>	<b>Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)</b>
<b>RSP T56</b>	<b>Temporary Water Pollution Control Details (Temporary Fiber Roll)</b>
<b>T57</b>	<b>Temporary Water Pollution Control Details (Temporary Check Dam)</b>
<b>T58</b>	<b>Temporary Water Pollution Control Details (Temporary Construction Entrance)</b>

# DEPARTMENT OF TRANSPORTATION

COUNTY OF EL DORADO, CALIFORNIA

## SPECIAL PROVISIONS

ANNEXED TO CONTRACT NO. PW 11-30587, PROJECT NO. 99565

### 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, 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, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the 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 Specifications, 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 contract otherwise requires, the following terms have the following meaning:

CALTRANS - The State of California Department of Transportation.

CONTRACTOR - Contractor responsible for constructing the **EL DORADO TRAIL CULVERT REPLACEMENT** project.

CONTRACT APPROVAL - Execution of the Contract by the Board of Supervisors, County of El Dorado.

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

DOT / DEPARTMENT / DEPARTMENT OF TRANSPORTATION / RECIPIENT - The Department of Transportation as created by the Board of Supervisors for the County of El Dorado.

US DOT - The United States of America Department of Transportation.

DEPUTY DIRECTOR - The Deputy Director of Engineering, Engineering Division or Deputy Director of Engineering , Transportation Planning and Land Development in the Department of Transportation for the County of El Dorado.

DIRECTOR OF TRANSPORTATION - The Director or Interim Director of Transportation in the Department of Transportation for the County of El Dorado.

ENGINEER / STATE HIGHWAY ENGINEER - The Director of Transportation in the Department of Transportation for the County of El Dorado, or his/her authorized representative (Resident Engineer).

FHWA – Federal Highway Administration.

LABORATORY - The established laboratory of the El Dorado County Department of Transportation or laboratories authorized by the Engineer to test materials and work involved in the contract.

MUTCD –California Manual on Uniform Traffic Control Devices, (FHWA’s MUTCD 2003 Edition including Revision 1 and 2, as amended for use in California, also called the California MUTCD 2010.

PLANS -The improvement plans titled “**EL DORADO TRAIL CULVERT REPLACEMENT**” approved by El Dorado County Department of Transportation and the Standard Plans.

STANDARD PLANS - The May 2006 edition of the Standard Plans of the State of California, Department of Transportation (Caltrans).

STANDARD SPECIFICATIONS - The May 2006 edition of the Standard Specifications for the State of California, Department of Transportation (Caltrans).

STATE - County of El Dorado.

All other definitions and terms are in accordance with the Standard Specifications.

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 GENERAL**

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

The first sentence of the second paragraph in Section 2-1.05, "Proposal Forms," of the Standard Specifications is amended to read:

**“The Proposal form is bound together with the Notice to Bidders, Special Provisions, Agreement and attendant documents.”**

A Proposal shall be deemed “Non-Responsive” if the proposal is submitted without the entire Contract Document package attached.

In addition to whom the bidder proposes to directly subcontract portions of the Work as required in accordance with Section 2-1.054, “Required Listing of Proposed Subcontractors,” of the Standard Specifications, the list of subcontractors shall also set forth the percentage of the bid item that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The first sentence of the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications is amended to read:

**The bidder's bond shall conform to the bond form included in this proposal for the project “EL DORADO TRAIL CULVERT REPLACEMENT, and shall be properly filled out and executed.”**

**(DO NOT DETACH THE FORM).**

**The proposal shall be attached to and submitted with the contract documents bid package in its entirety.**

The form of the bidder's bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty", of the Standard Specifications will be found in the Proposal. **The Bidder shall furnish one Bidder's Bond in an amount equal to at least ten percent (10%) of the total amount bid.**

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.

**2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS**

Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications is amended to read:

**2-1.054 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 Janel Gifford, El Dorado County Department of Transportation, email- Janel.Gifford@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.

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

**2-1.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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.

#### **2-1.04 COMPLIANCE WITH FEDERAL, STATE AND LOCAL AGENCY REQUIREMENTS**

County is relying grants for all or a portion of the funding for the Work to be provided under this Contract. As a requirement of County's use grant 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 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.

#### **2-1.05 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 2 CFR Part 225 (formerly OMB 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 2 CFR Part 225, 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.

## **2-1.06 BID PROTEST PROCEDURES**

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).  
(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 Department of Transportation shall notify all bidders of the recommendation of award, the basis therefor, 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 Department of Transportation 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 address designated in the bid, of its recommendation including for award or rejection of bids ("All Bidders Letter").

2. Within four (4) calendar days from the date of the "All Bidders Letter," the bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Department of Transportation, Attention Janel Gifford, 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 Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Department of Transportation 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 Department of Transportation 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. In the event that 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

In its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

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

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

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

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

Section 3-1.01, "Award of Contract," of the Standard Specifications is amended to read:

**3-1.01 Award of Contract;** The right is reserved to reject any and all bids. 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. 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 EXECUTION OF CONTRACT**

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.

The successful bidder shall return the signed Contract, the Contract bonds, a California Form 590- Withholding Exemption Certificate, a County Payee Data Record Form, and certificates of insurance to the Office of the Department of Transportation **within five (5) days, not including Saturdays, Sundays and legal holidays, of the date of the Notice of Award of Contract letter.** Priority delivery or mail of these documents should be to attention Janel Gifford at the El Dorado County Department of Transportation, 2850 Fairlane Court, Placerville CA 95667, Janel.Gifford@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.

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

##### **4-1.01 GENERAL**

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

Section 8-1.03, "Beginning of Work" of the Standard Specifications shall not apply and shall be replaced with the following:

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

The work shall be diligently prosecuted to completion before the expiration of **Thirty (30) WORKING DAYS.**

The Contractor shall pay to the County of El Dorado the sum of **Oone Thousand Dollars (\$1,000)** per day, for each and every calendar day's delay in finishing the work in excess of **THIRTY (30) WORKING DAYS.**

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

Working hours shall be between the hours of 7:00 a.m. to 7:00 p.m. weekdays, and 8:00 a.m. to 8:00 p.m. on Saturdays and Sundays. Work is not allowed on legal holidays.

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

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. The Engineer will not approve the request when it identifies someone other than the **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.

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.

**4-1.04 PROSECUTION AND PROGRESS**

Attention is directed to the provisions of Section 8 of the Standard Specifications.

The Contractor shall notify the Engineer within five (5) working days of any occurrence, which in the Contractor's opinion entitles him to an extension of time for completion. Such notice shall be in writing. The Engineer shall acknowledge, in writing, receipt of any such claim by the Contractor within five (5) working days of its receipt.

**SECTION 5. GENERAL**

**SECTION 5-1 MISCELLANEOUS**

**5-1.01 CONTRACT BONDS**

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

The performance 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 bond shall be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the contract.

**5-1.02 COST REDUCTION INCENTIVE**

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

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

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

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, sixty percent (60%) of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 5-1.14, "Cost Reduction

Incentive," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

### **5-1.03 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.

### **5-1.04 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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. 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/dlsr/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.

#### **5-1.05 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.

#### **5-1.06 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 Division 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.

#### **5-1.07 UNSATISFACTORY PROGRESS**

If the number of working days charged to the contract exceeds 75 percent of the working days in the current time of completion and the percent working days elapsed exceeds the percent work completed by more than 15 percentage points, the Department will withhold 10 percent of the amount due on the current monthly estimate.

The percent working days elapsed will be determined from the number of working days charged to the contract divided by the number of contract working days in the current time of completion, expressed as a percentage. The number of contract working days in the current time of completion shall consist of the original contract working days increased or decreased by time adjustments approved by the Engineer.

The percent work completed will be determined by the Engineer from the sum of payments made to date plus the amount due on the current monthly estimate, divided by the current total estimated value of the work, expressed as a percentage.

When the percent of working days elapsed minus the percent of work completed is less than or equal to 15 percentage points, the funds withheld shall be returned to the Contractor with the next monthly progress payment.

Funds kept or withheld from payment, due to the failure of the Contractor to comply with the provisions of the contract shall not be considered to be a payment due the contractor for purposes of Public Contract Code Section 20104.5 until such time as the Contractor complies with the provisions of the contract and this section in particular.

#### **5-1.08 DISPUTES RESOLUTION**

Attention is Directed to Section 9, "Measurement and Payment" of the Standard Specifications, and Article 7, "Disputes Resolution" of the Draft Agreement included in this booklet.

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 9, "Measurement and Payment" of 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, Section 9, "Measurement and Payment" of 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 Section 9, "Measurement and Payment" of 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 Section 9, "Measurement and Payment" of 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.

#### **5-1.09 PAYMENT OF WITHHELD FUNDS**

The Department will retain 10% of the value of each progress payment (excluding mobilization payments) from each progress payment. After the Engineer determines that the project is substantially complete, the Department may, at the Engineer's sole discretion, release half of all retention previously withheld and reduce any subsequent retentions withheld from progress payments to 5% of the value of any subsequent progress payments (excluding mobilization payments). The retained funds shall be retained until thirty five (35) days after recordation of the Notice of Acceptance.

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 withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an

escrow agent pursuant to Section 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.

#### **5-1.10 RECORDS**

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

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

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

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

#### **5-1.11 RECORDS EXAMINATION AND AUDIT 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 of California, the California State Auditor, 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.



**5-1.12 SUBCONTRACTOR AND DBE RECORDS (Not used)**

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**5-1.13 DBE CERTIFICATION STATUS (Not used)**

Blank

**5-1.14 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.

**5-1.15 SUBCONTRACTING**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of El Dorado may exercise the remedies provided under Pub Cont Code § 4110. The County of El Dorado may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site. 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 sub contractors to execute a debarment and suspension certification such as the one provided in the Proposal section of these Contract Documents.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

**5-1.16 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 ten (10) days of receipt of each progress payment unless otherwise agreed to in writing. 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.

**5-1.17 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The Department shall hold retainage from the prime Contractor, as determined by the Department, of the contract work and pay retainage to the prime Contractor in accordance with "Payment of Withheld 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 of withheld funds from the Department or prime contractor as applicable. 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 and contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or non payment by the prime contractor, deficient subcontract or performance, and/or noncompliance by a subcontractor.

**5-1.18 PERFORMANCE OF SUBCONTRACTORS (Not used)**

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**5-1.19 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 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on 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.

**5-1.20 PUBLIC SAFETY**

Attention is directed to "Trench and Excavation Safety" Section of these special provisions.

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

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

Full compensation for conforming to the provisions in this section "Public Safety 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.

#### **5-1.21 TESTING**

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

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

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

#### **5-1.22 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

Attention is directed to the Sections entitled "Air Pollution Control" and "Dust Control" elsewhere in these special provisions.

When the presence of asbestos or hazardous substances is not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos as defined in Section 25914.1 of the Health and Safety Code or a hazardous substance as defined in Section 25117 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

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

#### **5-1.23 AIR POLLUTION CONTROL**

Attention is directed to the Section 7-1.01F, "Air Pollution Control" of the Standard Specifications, the section entitled "Dust Control" elsewhere 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 to 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 else where in these special provisions and the Standard Specifications:

- Use low-emission onsite mobile construction equipment.
- 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).
- Use reformulated low-emission diesel fuel.
- Substitute electric and gasoline-powered equipment for diesel-powered equipment where feasible.
- Use catalytic converters on gasoline-powered equipment.
- Do not leave inactive construction equipment idling for prolonged periods (i.e., more than 2 minutes).

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.

#### **5-1.24 FINAL 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.

#### **5-1.25 GUARANTEE**

##### **GENERAL**

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, the guarantee period starts on the relief date and ends one year there from.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the Department other than State-provided field inspection services.

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance Section 7 "Contractor's Insurance" of these special provisions.

The contract bonds furnished in accordance with Section 3-1.02, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

### **CORRECTIVE WORK**

During the guarantee period, the Department will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guarantee.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

The Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by State forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the Department for work performed by State forces or other forces including labor, equipment, material, and special services.

### **PAYMENT**

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefor.

### **5-1.26 ACCESS TO INSPECTION OF WORK**

Representatives of County, Engineer, City of Placerville, El Dorado Irrigation District, Pacific Gas and Electric, AT&T, and COMCAST at all times, shall 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.

### 5-1.27 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.

### 5-1.28 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's construction. Debris shall be placed in trash bins daily. Forms or false work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false work 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.

### 5-1.29 ARCHAEOLOGICAL DISCOVERIES

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.

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.52

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or

when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer. Archaeological materials found during construction are the property of the County. Do not resume work within the 60-foot radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find or investigation or recovery of archaeological materials, you will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Full compensation for immediately notifying the Engineer upon discovery of archaeological materials and leaving undisturbed and in place archaeological materials discovered on the job site shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

### **5-1.30 UTILITIES REQUIRED BY THE 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.

### **5-1.31 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to these special provisions, and Section 7-1.01I "Sound Control Requirements" 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

<b>MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NONTRANSPORTATION NOISE SOURCES IN COMMUNITY REGIONS AND ADOPTED PLAN AREAS–CONSTRUCTION NOISE</b>			
<b>Land Use Designation</b> <sup>1</sup>	<b>Time Period</b>	<b>Noise Level (dB)</b>	
		<b>L<sub>eq</sub></b>	<b>L<sub>max</sub></b>
Higher-Density Residential (MFR, HDR, MDR)	7 pm–10 pm	50	65
	10 pm–7 am	45	60
Commercial and Public Facilities (C, R&D, PF)	7 pm–7 am	65	75
Industrial (I)	Any Time	80	90
<p><b>Note:</b>  <sup>1</sup> Adopted Plan areas should refer to those land use designations that most closely correspond to the similar General Plan land use designations for similar development.</p>			

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.

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 therefor.

**5-1.32 COPYRIGHTS, TRADEMARKS, AND PATENTS**

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.



**5-1.33 UTILITIES**

Attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" and Section 15 "Existing Highway Facilities" of the standard specifications.

The Contractor shall determine by potholing or other means the exact utility locations in advance of performing the contract items of work especially placement of the drainage work.

If the Contractor while performing the Contract discovers utility facilities not identified by the Engineer in the Contract Plans or Specifications, the Contractor shall immediately notify the Engineer in writing. The Contractor shall schedule the project so as to allow the Engineer forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, to determine the work to be done when a conflict exists. Owner of the utility facility shall have the sole discretion to perform the repairs or relocation work itself, or to permit the Contractor to do such repairs or relocation work at a reasonable price. In the event that the utility owner permits the Contractor to perform the work, the work will be paid for by the County, via Force Account Change Order. Compensation to the Contractor for said cost shall be in accordance with Section 4215 of the Government Code and with Section 9-1.03, "Force Account Payment" of the Standard Specifications.

Nothing herein shall be construed to require the Utility Owner to locate the presence of any existing services not expressly included in Government Code Section 4125, nor limit the Owner's rights or remedies set forth therein.

The Contractor shall protect from damage existing utility and other non-highway facilities that are to remain in place. This protection may consist of shoring an existing utility. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at its cost and expense.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter or pipelines operating at pressures greater than 415 kPa (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 business days, but not more than 14 days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert	811

The Contractor shall determine the exact location of existing underground utilities in conflict with the excavation by excavating with hand tools within the area of the approximate location of the underground utility as determined by the field marking provided in accordance with Section 4216.3 of the Government Code before using any power-operated or power-driven excavating or boring equipment within the approximate location of the underground utilities. Power-operated or power-driven excavating or boring equipment may be used for the removal of any existing pavement if there are no existing underground utilities contained in the pavement. If mutually agreeable with the utility company and Contractor, Contractor may utilize power-operated or power-driven excavating or boring equipment within the approximate location of the underground utilities and to any depth.

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**  
Bob Rice  
(530)-642-4054  
Fax (530) 642-4079  
2890 Mosquito Road  
Placerville, CA 95667

**Comcast**  
**(Construction Consultant: AC Square, Inc)**  
Attn: Kip Miller  
(650) 444-5865

8188 Elder Creek Rd  
Sacramento, CA 95824

**Pacific Gas and Electric Company**  
**24 Hr # 1-800-743-5000**  
Attn: Jennifer Donovan  
(530) 621-7228  
Fax (530) 621-7241  
4636 Missouri Flat Road  
Placerville, CA 95667

**AT&T**  
Attn: Jerry Shambre  
(530) 621-6946  
Fax (530) 626-3596  
281 Industrial Drive  
Placerville, Ca 95667

Full compensation for working around said facilities, performing any necessary potholing and coordination of facility relocation shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefor.

#### **5-1.34 REPORTING**

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.

#### **5-1.35 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.

### **5-1.36 COORDINATION WITH PROPERTY OWNERS**

Attention is directed to "Areas For Contractors Use" and "Order of Work" sections of these special provisions.

The County has not entered into any agreements with any adjacent property owners or Caltrans for access and construction. Contractor shall not trespass onto adjacent properties unless Contractor has secured appropriate permission from the owners of the property.

### **5-1.37 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

Attention is directed to "Coordination With Property Owners", Temporary Fence (ESA Type)," and "Order of Work" Sections of these special provisions.

The Contractor shall install Temporary Fence (ESA Type) as shown on the plans. To protect the trail plaques, the Contractor shall also install ESA fencing around the perimeter of all existing plaques for he trail that will be within 1 foot of equipment travel or stockpile limits. There are additional plaques along the trail between Schnell School Rd. and Centennial Ct. that are not shown on the plans.

The Contractor shall also install Temporary Fence (ESA Type) around its staging areas to avoid disturbance of adjoining areas and/or to contain equipment. No work or staging shall occur beyond the fenced areas, and no materials shall be stored or dumped beyond the fenced areas.

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.

Other than APN 49-100-10, there are no County owned parcels available for the exclusive use by the contractor.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, stockpiling, or for other purposes, if sufficient area is not available to the Contractor within the contract limits. The Contractor shall apply erosion control to all of his staging and storage areas in accordance with "Water Pollution Control" of these special provisions.

The Contractor shall limit the total of disturbed soil areas to less than 1 acre.

The Contractor may use the trail R/W from 200 feet East of Schnell School Rd. to 1325 feet East of culvert for stockpiling excavated material. Material can be stockpiled on the asphalt for the trail and along the trail shoulders. In areas within 150 feet of culvert replacement the Contractor shall keep stockpile material 2 feet away from all adjacent property and Caltrans R/W. In areas further than 150 feet from culvert replacement, stockpile material can be stockpiled on top of the trail asphalt and shoulders but shall be kept a minimum of 2 feet inside the existing trail hinge points. Stockpile material shall be kept minimum 1 foot away from all plaques on the trail. Stockpile material shall not cover trunks of existing shrubs or trees. Contractor shall restore to pre-construction conditions areas used by the Contractor which are outside of the excavation limits shown on the plans, including slopes, grades and vegetation.

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 these areas.

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.

Upon completion of the work, 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. Contractor shall sweep the asphalt trail from Schnell School Rd. to Centennial Court.

Full compensation for meeting this provision shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

#### **5-1.38 PAYMENTS**

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

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

#### **5-1.39 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," 7-1.11, "Preservation of Property," 7-1.12, "Indemnification and Insurance", 8-1.10 "Utility and Non-Highway Facilities," and 9-1.055 "Penalty Withholds," of the Standard Specifications.

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

#### **SECTION 6. (BLANK)**

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

##### **7-1.01 GENERAL INSURANCE REQUIREMENTS**

The Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability Insurance of not less than 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 \$1 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.

#### **7-1.02 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.

#### **7-1.03 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 County of El Dorado Office Engineer/Contract Services Unit at the office of the Department of Transportation, 2850 Fairlane Court, Placerville.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this agreement. 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.

**7-1.04 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.

**7-1.05 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.

**7-1.06 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.

**7-1.07 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.

**7-1.08 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.

**7-1.09 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.

**7-1.10 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.

**7-1.11 GOVERNING PRECEDENCE**

To the extent that this Section 7, "Contractor's Insurance," is inconsistent with 7-1.12, "Indemnification and Insurance," of the Standard Specifications May 2006, this Section shall govern; otherwise each and every provision of such Section 7-1.12 shall be applicable to this agreement.

## **SECTION 8. MATERIALS**

### **SECTION 8-1. MISCELLANEOUS**

#### **8-1.01 ENGINEERING FABRICS**

Engineering fabrics (filter fabric, pavement reinforcement fabric, and rock slope protection fabric) shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Attention is directed to the Rock Slope Protection (RSP) Section of these special provisions.

RSP Filter fabric for this project shall be ultraviolet (UV) ray protected.

The requirement that ultraviolet (UV) treated fabrics be submitted to the Caltrans Transportation Laboratory at least 45 days prior to use shall not apply.

Engineering fabrics will be measured and paid for in conformance with the provisions specified in Section 88, "Engineering Fabrics," of the Standard Specifications.

#### **8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Department maintains a list of Prequalified and Tested Signing and Delineation Materials, available upon request. 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 Caltrans Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

#### **PAVEMENT MARKERS, PERMANENT TYPE**

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

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and 953 (2.75" x 4.5")
3. Ray-O-Lite, Model "AA" ARS (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA, with pressure sensitive adhesive pad (3.5" x 4")

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

(for recessed applications only)

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

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

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

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

**PAVEMENT MARKERS, TEMPORARY TYPE**

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

1. Vega Molded Products "Temporary Road Marker" (3" x 4")

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

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

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

**STRIPING AND PAVEMENT MARKING MATERIAL**

**Permanent Traffic Striping and Pavement Marking Tape**

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 5730
7. 3M, "Stamark" Series 420 (For transverse application only)

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

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series A750
8. 3M Series A145, Removable Black Line Mask  
(Black Tape: for use only on Asphalt Concrete Surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: for use only on Asphalt Concrete Surfaces)
10. Brite-Line "BTR" Black Removable Tape  
(Black Tape: for use only on Asphalt Concrete Surfaces)
11. Trelleborg Industries, RB-140  
(Black Tape: for use only on Asphalt Concrete Surfaces)

**Preformed Thermoplastic (Heated in place)**

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark," "Premark 20/20 Flex," and "Premark 20/20 Flex Plus"
3. Ennis Paint Inc., "Flametape"



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

1. Highway Ceramics, Inc.

## **CLASS 1 DELINEATORS**

### **One Piece Drivable Flexible Type, 66-inch**

1. Filtrona Extrusion, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Models HWD1-66 and CGD1-66

### **Special Use Type, 66-inch**

1. Filtrona Extrusion, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Models HWDU and CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)

### **Surface Mount Type, 48-inch**

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

## **CHANNELIZERS**

### **Surface Mount Type, 36-inch**

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
2. Filtrona Extrusion, Flexi-Guide Models FG300PE and FG300UR
3. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
4. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
5. FlexStake, Surface Mount, Models 703 and 753 TM
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA
10. Three D Traffic Works "Channelflex" ID No. 522053W

### **Lane Separation System**

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

## **CONICAL DELINEATORS, 42-inch**

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

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. Radiator Specialty Company "Enforcer"
4. Roadmaker Company "Stacker"
5. Traffix Devices "Grabber"
6. Three D Traffic Works "Ringtop" TD7000, ID No. 742143

## **OBJECT MARKERS**

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

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

### **Type "K-4" / "Q" Object Markers, 24-inch**

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Filtrona Extrusion, Model FG324PE
3. Carsonite, Super Duck II
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
6. The Line Connection, Model DP21-4Q
7. Three D Traffic Works ID No. 531702W and TD 5200
8. Three D Traffic Works ID No. 520896W

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

### **Impactable Type**

1. ARTUK, "FB"
2. Filtrona Extrusion, Models PCBM-12 and PCBM-T12
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9304

### **Non-Impactable Type**

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

## **METAL BEAM GUARD RAIL POST MARKERS**

(For use to the left of traffic)

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

## **CONCRETE BARRIER DELINEATORS, 16-inch**

(For use to the right of traffic)

1. Filtrona Extrusion, Model PCBM T-16
2. Safe-Hit, Model SH216RBM

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

1. Stinson Equipment Company "SaddleMarker"

## **SOUND WALL DELINEATOR**

(Applied vertically. Place top of 3" x 12" reflective element at 48 inches above roadway)

1. Filtrona Extrusion, PCBM S-36

## **GUARD RAILING DELINEATOR**

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

## **Wood Post Type, 27-inch**

1. Filtrona Extrusion, FG 427 and FG 527

2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg., NDM27

**Steel Post Type**

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

**RETROREFLECTIVE SHEETING**

**Channelizers, Barrier Markers, and Delineators**

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

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

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

**Barrels and Drums**

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

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

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

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

1. Avery Dennison, W-2100 Series

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

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

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

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

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

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

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

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"

3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

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

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

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

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

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

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

**SPECIALTY SIGNS**

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

**ALTERNATIVE SIGN SUBSTRATES**

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

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

**Aluminum Composite, Temporary Construction Signs Only**

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350

**8-1.03 CERTIFICATES OF COMPLIANCE**

All required Certificate of Compliances shall be submitted as required in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and these Special Provisions.

Certificates of Compliance are required for, but not limited to, the following materials:

- Liquid Asphalt & Emulsions
- Class 2 Aggregate Base
- Asphalt Concrete
- RSP Filter Fabric
- Permeable Material
- Corrugated Steel Pipe w/ aluminum coating
- Slurry Cement
- Portland Cement Concrete
- Erosion Control Blanket
- Fiber Roll
- Sheet Aluminum – Signs
- Seed mix

Contractor shall submit all Certificates of Compliance within twenty (20) working days of the Notice to Proceed, unless the materials are to be used before this date, in which case the certificate of compliance shall be submitted no later than five (5) working days prior to the materials being used. The provisions of "Contractor Submittals" of these Special Provisions regarding submittals shall apply.

In addition, all other certificates of compliance required by the Standard Specifications, but not specifically mentioned in this section shall be submitted.

## **SECTION 8-2. CONCRETE**

### **8-2.01 PORTLAND CEMENT CONCRETE**

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

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

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

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

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

Qualified testing laboratories shall conform to the following requirements:

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

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

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

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

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

- A. The minimum amount of cement shall not be less than seventy-five percent (75%) by mass of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
  - 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
  - 2. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
  - 3. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
  - 4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
  - 5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by mass of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," of the Standard Specifications specifies a maximum cementitious content in kilograms per cubic yard, the total mass of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in portland cement concrete used for precast concrete girders.

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

## **SECTION 8-3. WELDING**

### **8-3.01 WELDING**

#### **GENERAL**

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

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

AWS Code	Year of Adoption
D1.1	2006
D1.4	2005
D1.5	2002
D1.6	1999

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

Section 6.1.1.1 of AWS D1.5 is replaced with the following:

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

Unless otherwise specified, Sections 6.1.3 through 6.1.4.3 of AWS D1.1, Section 7.1.2 of AWS D1.4, and Sections 6.1.1.2 through 6.1.3.3 of AWS D1.5 are replaced with the following:

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

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

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

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors." The Assistant QC Inspector may perform inspection under the direct supervision of the QC Inspector provided the Assistant is always within visible and audible range of the QC Inspector. The QC Inspector shall be responsible for signing all reports and for determining if welded materials conform to workmanship and acceptance criteria. The ratio of QC Assistants to QC Inspectors shall not exceed 5 to 1.

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

When any work is welded in conformance with the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications, not including Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications, Section 6.1.4 of AWS D1.1 is replaced with the following:

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship and shall be currently certified as an AWS CWI in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors," or as a Welding Inspector Specialist (WIS) in conformance with the requirements in AWS B5.2, "Specification for the Qualification of Welding Inspector Specialists and Welding Inspector Assistants."

Section 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended

Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

- A. Certified NDT Level II technicians, or;
- B. Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians.

Section 6.5.4 of AWS D1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, joint fit-up, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved Welding Procedure Specification (WPS) are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 6.26. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 6.6.5 of AWS D1.4 and Section 6.6.5 of AWS D1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS or other specified welding codes, in the Standard Specifications, or in these special provisions. Additional NDT required by the Engineer will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Prior to release of welded material by the Engineer, if testing by NDT methods other than those originally specified discloses an attempt to defraud or reveals a gross nonconformance, all costs associated with the repair of the deficient area, including NDT of the weld and of the repair, and any delays caused by the repair, shall be at the Contractor's expense. A gross nonconformance is defined as the sum of planar type rejectable indications in more than 20 percent of the tested length.

When less than 100 percent of NDT is specified for any weld, it is expected that the entire length of weld meet the specified acceptance-rejection criteria. Should any welding deficiencies be discovered by additional NDT directed or performed by the Engineer that utilizes the same NDT method as that originally specified, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

Repair work to correct welding deficiencies discovered by visual inspection directed or performed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

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

Inspection and approval of all joint preparations, assembly practices, joint fit-ups, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day welding is performed. For each inspection, including fit-up, Welding Procedure Specification (WPS) verification, and final weld inspection, the QC Inspector shall confirm and document compliance with the requirements of the AWS or other specified code criteria and the requirements of these special provisions on all welded joints before welding, during welding, and after the completion of each weld.

In addition to the requirements specified in the applicable code, the period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If production welding will be performed without gas shielding, then



qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

In addition to the requirements of AWS D1.1, welding procedures qualification, for work welded in conformance with that code, shall conform to the following requirements:

- A. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.1, Section 4.1.1, shall be consistent for each pass in a weld joint and shall in no case vary by more than  $\pm 10$  percent for travel speed,  $\pm 10$  percent for amperage, and  $\pm 7$  percent for voltage as measured from a predetermined target value or average within each weld pass. The travel speed shall in no case vary by more than  $\pm 15$  percent when using submerged arc welding.
- B. When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

In addition to the requirements of AWS D1.5, Section 5.12 or 5.13, welding procedures qualification for work welded in conformance with that code shall conform to the following requirements:

- A. Unless considered prequalified, fillet welds, including reinforcing fillet welds, shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR.)
- B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, a minimum of two WPS qualification tests are required. The tests shall be conducted using both Figure 5.1 and Figure 5.3. The tests conforming to Figure 5.1 shall be conducted in conformance with AWS D1.5, Section 5.12 or 5.13. . The test conforming to Figure 5.3 shall be conducted using the same welding electrical parameters that were established for the test conducted conforming to Figure 5.1. The ranges of welding electrical parameters established during welding per Figure 5.1 in conformance with AWS D1.5, Section 5.12, shall be further restricted according to the limits in Table 5.3 during welding per Figure 5.3.
- C. Multiple zones within a weld joint may be qualified. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.5 Section 5.13 shall be consistent for each pass in a weld joint, and shall in no case vary by more than  $\pm 10$  percent for travel speed,  $\pm 10$  percent for amperage, and  $\pm 7$  percent for voltage as measured from a predetermined target value or average within each weld pass or zone. The travel speed shall in no case vary by more than  $\pm 15$  percent when using submerged arc welding.
- D. For a WPS qualified in conformance with AWS D1.5 Section 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Section 5.12 or 5.13.
- E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Section 5.19.3.
- F. When a nonstandard weld joint is to be made using a combination of WPSs, a test conforming to Figure 5.3 may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 5.3.
- G. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 3.0 inches in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5

Section 6.26.2, excluding Section 6.26.2.2. Test plates that do not comply with both tests shall not be used.

## **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.

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

Attention is directed to "Water Pollution Control" of these special provisions.

Attention is directed to "Utilities" Section of these special provisions for Contractor coordination requirements with existing Utility Companies.

Attention is directed to the "Coordination with Property Owners" of these special provisions.

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

The Contractor shall install temporary fencing (ESA type) per "Areas for Contractor's Use" and "Temporary Fencing (ESA Type)" sections of these special provisions.

Attention is directed to Section 4 "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions.

Not less than 5 days prior to applying seeds, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

#### **10-1.02 DUST CONTROL**

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications, Rules 223 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, 330 Fair Lane, Placerville, CA, 95667, (530) 621-6662, and are available at:

[http://www.edcgov.us/Government/Air Quality Management/Construction\\_Dust\\_Rules.aspx](http://www.edcgov.us/Government/Air Quality Management/Construction_Dust_Rules.aspx).

The materials within the project limits are known or suspected to contain naturally occurring asbestos and the project is located within designated more likely to contain naturally occurring asbestos per the current El Dorado County Naturally Occurring Asbestos Review Area Map. The project site may contain naturally occurring asbestos.

#### **PLAN PREPARATION, APPROVAL AND AMENDMENTS**

The Contractor must submit a site specific Asbestos Dust Mitigation Plan (ADMP) to the AQMD meeting the requirements of Rule 223-2 for approval by the El Dorado County AQMD, prior to the start of any work. For projects exceeding 1 acre, where natural occurring asbestos is found to be present, the ADMP must comply with the State Asbestos Air Toxics Control Measure (CCR Title 17, Section 93105) and the County Ordinance (Chapter 8.44). The Contractor shall provide the Engineer with four (4) copies of the AQMD approved ADMP prior to the start of any work that may generate dust.

The Contractor shall prepare an amendment to the ADMP when there is a change in construction activities or operations not included in the ADMP, when Contractor's activities or operations violate a condition of the 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 ADMP. Amendments to the ADMP shall be prepared and submitted for review and approval within a time approved by the Engineer.

The Contractor shall keep one (1) copy of the approved ADMP and approved amendments at the project site. The ADMP 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 Rule 223-2. Copies of all required records shall be submitted to the Engineer within 30 calendar days of completion of all work subject to Rule 223-2.

The Contractor shall also submit a dust control schedule that describes the timing of grading or other work activities that could promote dust to the Engineer prior to the start of any work. The dust control schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of dust control practices.

#### **DUST CONTROL**

The Contractor shall implement the measures contained in the ADMP to control dust in accordance with Rule 223-2, 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 therefor.

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," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

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.

#### **RETENTION OF FUNDS**

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

Retention of funds for failure to conform to the provisions in this section, "Dust Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved ADMP 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 retain 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 retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to "Payments of Withheld Funds" of these special provisions.

C. If the Department has retained 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 retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 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 retain 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.

The Contractor shall perform dust control.

#### **PAYMENT**

The contract lump sum price paid for "Dust Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals (including furnishing and installing plaques), for doing all the work involved in developing, preparing, obtaining approval, revising, amending the Asbestos Dust Mitigation Plan, maintaining and submitting all dust control records, and for performing dust control

as specified in the Asbestos Dust Mitigation Plan, Standard Specifications and these special provisions, and as directed by the Engineer no additional compensation will be allowed therefor.

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

### **GENERAL**

#### **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 including preparing Water Pollution Control Program. WPCP preparation includes obtaining WPCP approval, amending the WPCP, and monitoring and inspecting WPC practices at the job site.

Do not start work until:

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

#### **Definitions and Abbreviations**

**active and inactive areas:** (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

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

**construction phase:** Construction phases are (1) Highway Construction including work activities for replacement of culvert, building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

**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.

#### **Submittals**

Within 2 business days after contract approval, start the following process for WPCP acceptance:

1. Submit 2 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 2 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete WPCP is resubmitted.
3. When the Engineer approves the WPCP, submit an electronic copy and 3 printed copies of the accepted WPCP.
5. If the Engineer requests changes to the WPCP based on RWQCB comments, amend the WPCP within 2 days.

Submit:

1. Stormwater training records including training dates and subject for employees and subcontractors. Include dates and subject for ongoing training, including tailgate meetings.
2. Employee training records:

- 2.1. Within 5 days of WPCP approval 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 construction support facility, submit:

1. A plan showing the location and quantity of WPC practices associated with the construction 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 storm water training for:

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

Train all employees, including subcontractor's employees, 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 working on the project.

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) 445-3520

The Preparation Manual and other WPC references are available at the Caltrans "Construction Storm Water and Water Pollution Control" Web site. For the Web site, go to:

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

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

Construction support facilities include:

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

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; 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 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." For the General Industrial Permit, go to:

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

#### **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 QSD
4. Caltrans approved storm water management training described in the Caltrans' "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

WPC Manager must oversee:

1. Inspections of WPC practices identified in the WPCP
2. Inspections for visual monitoring

#### **WATER POLLUTION CONTROL PROGRAM**

WPCP work includes preparing a WPCP, obtaining WPCP acceptance, amending the WPCP, and reporting on 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. Additional WPC work will be paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

The WPCP must include WPC practices:

1. For storm water and non-stormwater from areas outside of the job site related to project work activities such as:
  - 1.1. Staging areas
  - 1.2. Storage yards
  - 1.3. Access roads
2. For activities or mobile operations related to contractor obtained NPDES permits
3. Construction support facilities

#### **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

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.

#### **WPCP Schedule**

The WPCP schedule must:

1. Describe when work activities will be performed that could cause the discharge of pollutants in storm water
2. Describe WPC practices associated with each construction phase
3. Identify soil stabilization and sediment control practices for disturbed soil areas

### **IMPLEMENTATION REQUIREMENTS**

#### **WPCP Implementation**

Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

<http://www.srh.noaa.gov/forecast>

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 when an area is inactive or before predicted precipitation, whichever occurs first.

If actions for your convenience disturb 1 or more acres of soil, you must pay all costs and be responsible for all delays associated with submitting a SWPPP.



## **Inspection**

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

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

No later than 48 hours after the conclusion of a storm event resulting in a discharge, a non-stormwater discharge, or receiving the notice or order, 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 "Water Pollution Control" also includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing constructing, maintaining, removing and disposing of all temporary erosion control measures required; preparing, obtaining acceptance of, and amending the WPCP and inspecting water pollution control practices, spill prevention and control, material management, waste management, non-stormwater management, and dewatering and 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.

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.

WPC practices for which there are separate bid items of work are measured and paid for as those bid items of work.

## 10-1.04 CONSTRUCTION SITE MANAGEMENT

### GENERAL

#### Summary

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

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

For information on documents specified in these special provisions, refer to the Caltrans Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Caltrans Construction Storm Water and Water Pollution Control web site at:

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

#### Definitions and Abbreviations

**active and inactive areas:** (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 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.

**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 construction personnel.

**WPC:** Water Pollution Control

**WPC Manager:** Water Pollution Control Manager as defined under "Water Pollution Control" of these special provisions.

#### 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 promptly and properly

### **Semi-significant Spills**

Clean up semi-significant spills immediately by the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material using absorption whenever a spill occurs on a paved surface or an impermeable surface
3. Contain the spill with 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 plastic or other material to prevent contaminated runoff
5. Dispose of the contaminated material promptly and properly

### **Significant or Hazardous Spills**

Immediately notify qualified personnel of significant or hazardous spills. Do not let construction personnel attempt to clean up the spill until qualified staff have 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 Governor's Office of Emergency Services Warning Center at (805) 852-7550
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, 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**

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

Implement the practices described under "Material Management" of these special provisions while taking delivery of, using, or storing any of 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 as specified by the Department, and place them in secondary containment facilities.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" 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, and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. 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.

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 when a stockpile area is inactive or before predicted precipitation, whichever occurs first.

Active and inactive soil stockpiles must be:

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

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

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

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

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

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. If sediment accumulates to 1/3 of the linear sediment barrier height, remove the sediment.

## **Waste Management**

### **Solid Waste**

Do not allow litter or debris to accumulate anywhere at the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. 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**

Use hazardous waste management practices if waste is generated at 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 and treated posts
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

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

If hazardous material levels are unknown, use a laboratory certified by ELAP under CDPH to sample and test waste to determine safe methods for storage and disposal.

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

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

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection.

Do not overfill hazardous waste containers. Do not mix hazardous waste. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment. Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, and 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 and paint cans, used brushes, rags, absorbent materials, and drop cloths.

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

The WPC Manager must inspect the following daily:

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

### **Contaminated Soil**

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

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

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of 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 test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

#### **Concrete Waste**

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

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

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

#### **Sanitary and Septic Waste**

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

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, watercourses, and storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, 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 watercourses. Obtain approval before washing anything at the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas; do not wash 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 watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

#### **Illegal Connection and Discharge Detection and Reporting**

Inspect the job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping. After starting work, inspect the job site and perimeter on a daily schedule. 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 possible, clean or wash vehicles and equipment in an outside area. The outside area must be:

1. Paved with AC, HMA, or 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, watercourses, and storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

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



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

The WPC Manager must inspect vehicle and equipment cleaning facilities:

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

#### **Vehicle and Equipment Fueling and Maintenance**

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

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

If vehicle and equipment fueling and maintenance must be done 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, watercourses, 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. 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.

The WPC Manager must inspect vehicle and equipment maintenance and fueling areas:

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

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

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

#### **Material and Equipment Used Over Water**

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

#### **Structure Removal Over or Adjacent to Water**

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

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

#### **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

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses 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. If precipitation is predicted, limit paving, sawcutting, and grinding to places where runoff can be captured. Do not start seal coat, tack coat, slurry seal, or fog seal activities if precipitation is predicted 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 these special provisions.

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

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

#### **Thermoplastic Striping and Pavement Markers**

Thermoplastic striping and preheating equipment shutoff valves must work properly at all times. Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. Do not fill 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 watercourses. 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.

#### **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. If precipitation is predicted, 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, watercourses, and storm drain inlets unless approved
4. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

If practicable, use vegetable oil instead of hydraulic fluid.

The WPC Manager must inspect the pile driving area for leaks and spills:

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

#### **Concrete Curing**

Do not overspray chemical curing compound. Minimize the drift by spraying as close to the concrete as possible. 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. 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. The blast residue may contain hazardous material.

Inspect concrete finishing containment structures for damage before each day of use and before predicted precipitation. 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.

Monitor paved areas and roadways within the job site for sediment and debris generating activities such as:

1. Clearing and grubbing
2. Earthwork
3. Trenching
4. Roadway structural section work
5. Vehicles entering and leaving the job site
6. Soil disturbing work
7. Work that causes offsite tracking of material

If sediment or debris is observed, perform sweeping:

1. Within:
  - 1.1. 8 hours of predicted rain
  - 1.2. 1 hour if sediment or debris is observed during activities that requires sweeping
  - 1.3. 24 hours, if sediment and debris is observed during activities that do not require sweeping
2. On paved roads at job site entrances and exit locations
3. On paved areas within the job site that flow to storm drains or receiving waters

You may stockpile collected material at the job site according to these special provisions. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. If material other than soil or sediment is stockpiled, dispose of collected / stockpiled material at least once per week.

You shall dispose of sediment within the job site that you collected during sweeping activities. Protect disposal areas against erosion.

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

#### **Dewatering**

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

If dewatering and discharging activities are specified under a work item such as "Temporary Active Treatment System" or "Dewatering and Discharge," perform dewatering work as specified in the section involved.

If dewatering and discharging activities are not specified under a work item and you will be performing dewatering activities, you must:

1. Submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control" of these special provisions at least 10 days before starting dewatering activities. The Dewatering and Discharge Plan must include:
  - 1.1. Title sheet and table of contents
  - 1.2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge points

- 1.3. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous)
  - 1.4. Discharge alternatives such as dust control or percolation
  - 1.5. Visual monitoring procedures with inspection log
2. Conduct dewatering activities under Caltrans "Field Guide for Construction Dewatering."
  3. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
  4. Discharge the water within the project limits. Dispose of the water in the same way as specified for material in Section 7-1.13 "Disposal of Material Outside the Highway Right of Way" of the Standard Specification if it cannot be discharged within project limits due to site constraints.
  5. Do not discharge storm water or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

The WPC manager must inspect dewatering activities:

1. Daily when dewatering work occurs daily
2. Weekly when dewatering work does not occur daily

The contractor shall perform water pollution prevention measures identified in the WPCP.

#### **PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-stormwater management, dewatering, identifying, sampling, testing, handling, disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer shall be considered as included in the contract lump sum price for "Water Pollution Control", and no additional compensation will be allowed therefor.

#### **10-1.05 MOBILIZATION**

Mobilization shall conform to the provisions of Section 11, "Mobilization," of the Standard Specifications and these special provisions.

#### **10-1.06 CLEARING AND GRUBBING**

Attention is directed to the "Order of Work" and "Temporary Fence (ESA Type)" sections of these special provisions.

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 necessary excavation and embankment slopes.

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

All 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 his responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

#### **MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for the removal and disposal of all tree branches, stumps, roots and other vegetation, and removal of items not covered by

separate bid items shall be considered as included in the contract lump sum price paid for "Clearing and Grubbing" and no additional compensation will be allowed therefor.

#### **10-1.07 TRENCH AND EXCAVATION SAFETY**

Attention is directed to Sections 5-1.02A, "Excavation Safety Plans," and 7-1.01E, "Trench Safety," of the Standard Specifications and OSHA 29 CFR Part 1926 Construction Industry Regulations and these special provisions.

The Contractor shall provide a safe means of egress in trenches and excavations 5 feet deep and greater by the use of sheeting, shoring, bracing, sloping of the sides of the trench or excavation, or equivalent method.

The Contractor shall submit a detailed plan showing the design of the sheeting, shoring, bracing or equivalent method which the Contractor proposes to use during construction to the Engineer in accordance with Section 5-1.02A of the Standard Specifications, except that this plan shall be submitted for the Engineer's review and acknowledgement within five (5) working days prior to any proposed work requiring protection. No excavation or trenching requiring protection shall commence until the "Shoring and Excavation Plan" is approved by the Engineer.

No excess soil material shall be hauled offsite.

The lump sum bid price for "Trench and Excavation Safety" shall include full compensation for furnishing all labor, tools, equipment, and materials necessary to install and remove sheeting, shoring and bracing, sloping the sides of trenches and excavations 5 feet deep and greater or equivalent method, in addition to preparing the "Shoring and Excavation Plan" as specified above, in accordance with the Plans, the Standard Specifications, these Special Provisions and as directed by the Engineer. The Engineer has the discretion to reduce payments for this item where the need for trench and excavation protection is indicated on the plans but not required in the field.

Full compensation for furnishing all labor, tools, equipment and materials necessary to place and compact backfill outside of the pay limits for pipe excavation shown on the plans to restore to the original embankments grade shall be considered as included in the contract lump sum price for "Trench and Excavation Safety" and no additional compensation shall be allowed therefor.

#### **10-1.08 DEMOLITION OF EXISTING FACILITIES**

Attention is directed to the "Order of Work" of these special provisions.

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 STORM DRAIN PIPE**

Existing culverts where any portion of the structure is within three (3) feet of the grading plane in excavation areas, or within one (1) 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 removal and disposal of storm drainage pipe, shall be considered as included in the contract lump sum price paid for "Demolition of Existing Facilities", and no additional compensation will be allowed therefor.

## **REMOVE CONCRETE**

Concrete, where shown on the plans to be removed, shall be sawcut to the full thickness to a clean edge, removed and disposed of.

Attention is directed to Section 16, "Clearing and Grubbing," Section 19 "Earthwork" and Section 19-1.04, "Removal and Disposal of Buried Man-Made Objects," of the Standard Specifications and these special provisions.

Removed concrete shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Full compensation for removal and disposal of concrete pipe saddles and concrete channels shall be considered as included in the contract lump sum price paid for "Demolition of Existing Facilities", and no additional compensation will be allowed therefor.

## **REMOVE ASPHALT CONCRETE**

Asphalt concrete, where shown on the plans to be removed, shall be sawcut the full thickness to a clean edge, removed and disposed of.

Attention is directed to Section 16, "Clearing and Grubbing," Section 19 "Earthwork" and Section 19-1.04, "Removal and Disposal of Buried Man-Made Objects," of the Standard Specifications and these special provisions.

Removed asphalt concrete shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Full compensation for removal and disposal of asphalt concrete shall be considered as included in the contract lump sum price paid for "Demolition of Existing Facilities", and no additional compensation will be allowed therefor.

**REMOVE FENCE (TYPE WM)** , where shown on the plans to be removed, shall be removed and disposed of.

Attention is directed to Section 16, "Clearing and Grubbing," Section 19 "Earthwork" and Section 19-1.04, "Removal and Disposal of Buried Man-Made Objects," of the Standard Specifications and these special provisions.

Removed Fence (type WM) shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Full compensation for removal and disposal of Fence (type WM) shall be considered as included in the contract lump sum price paid for "Demolition of Existing Facilities", and no additional compensation will be allowed therefor.

## **10-1.09 TRAIL RECONSTRUCTION**

County will provide staking for trail reconstruction.

This work includes grading, compacting and placing aggregate base and HMA for the section of trail damaged during construction by the Contractor.

Depending on the selected methods and practices used by the Contractor the length of the trail damage caused during construction may vary. If Contractor can complete construction without damaging the trail structural section as determined by the Engineer, the Contractor with approval of the Engineer, may only be required to restore the undamaged portion per the typical overlay trail section shown on the plans. Contractor shall sawcut and remove all sections of the trail damaged by construction and replace per the typical reconstruction trail section shown on the plans.

No excess soil material shall be hauled offsite.

All embankment for the trail shall be compacted to 90%, except the embankment for the top 2 feet of subgrade below the trail reconstructed structural section and below the reconstructed shoulder shall be compacted to 95%.

The contract lump sum price paid for "Trail Reconstruction" shall include full compensation for all labor, equipment, materials for the placement and compaction of final grading, subgrade, 4" of class 2 AB, 2" of class 2 AB shoulder and 2" HMA to reconstruct existing paved and shoulder section of trail damaged or removed during construction..

#### **10-1.10 CORRUGATED STEEL PIPE (CSP) (ALUMINIUM-COATED)**

Corrugated metal culverts shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

##### **GENERAL**

This item shall govern the furnishing and installation of ALUMINIZED STEEL Type 2, Corrugated Steel Pipe and Pipe-Arch for culverts and storm sewers for the types, sizes, and designations as shown on the plans and further specified in these specifications.

##### **MATERIAL**

The pipe shall be fabricated from an ALUMINIZED STEEL Type 2 coil, conforming to the current ASTM 929 (AASHTO M 274) material specification.

##### **PIPE**

The pipe shall be manufactured to conform to the current ASTM A-760 (AASHTO M-36) SPECIFICATION. The pipe shall have a helical corrugation pattern, and shall have the sectional properties per ASTM A796 (AASHTO Section 12.5.4.1 of the Highway Bridges Division 1) Design

All round pipe shall conform to the Type I classification: Pipe with a full circular cross section, a singular thickness of corrugated sheet, fabricated with helical corrugations.

All pipe-arch shall conform to the Type II classification: Type I pipe which has been reformed into a pipe-arch, having an approximately flat bottom.

##### **COUPLING BANDS**

Coupling bands for the pipe and pipe-arch shall be positive made of the same base metal and coatings as the pipe and pipe-arch. The bands for the round pipe shall be a minimum of 16 gage, 12" wide Hugger bands with annular corrugations that are spaced to properly index with re-rolled corrugations of the pipe.

The Hugger bands shall be connected using a single bar, bolt, and strap fastener having a 32-ksi minimum tensile strength that is adequately welded to the band.

Each Hugger band shall include two rubber o-ring gaskets.

The manufacturer of corrugated steel products shall furnish to the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificate of Compliance".

No excess soil material shall be hauled offsite.

Contractor shall excavate for the 54" CSP. Excavation limits shall include excavating to 2 feet below the bottom of the existing 54" CMP and 2 feet each side of existing 54" CMP as illustrated on the plans. Prior to installing the 54" CSP the Contractor shall grade, replace soil, compact soil level up to the elevation of the bottom of the CSP with the soil compacted to 95%. Contractor shall install 54" CSP. After installing

the pipe Contractor shall furnish and backfill trench with slurry cement the width of trench from bottom of pipe to two feet above the top of pipe. The remaining trench shall be backfilled with excavated material up to the bottom of the structural section of the trail.

Full compensation for furnishing all labor, materials (including bands), tools, equipment, trenching, backfill, and incidentals and for doing all the work involved to install the pipe, complete in place, including, excavating 2 feet below existing 54" CMP, compacting soil below the proposed 54" CSP, cutting the pipe, and connecting new pipe segments with banding and backfilling with slurry cement and native material as specified in the Standard Specifications, these special provisions, and as directed by the Engineer, shall be considered in the contract unit price paid per linear foot of 54" Corrugated Steel Pipe (0.138" thick aluminum coated) and no additional compensation will be made therefor.

#### **10-1.11 STRUCTURAL CONCRETE (HEADWALLS)**

Concrete for headwalls shall conform to Section 51: "Concrete structures" of the Standard Specifications and these special provisions.

The contract final pay price paid per cubic yard for "Structural Concrete (Headwalls)" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavation, placing concrete and structural backfill complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, and no additional payment will be allowed therefor.

The quantity shown for STRUCTURAL CONCRETE (HEADWALLS) in the Bid Price Schedule will be final pay quantity for "STRUCTURAL CONCRETE (HEADWALLS)" and shall conform to the provisions of Section 9-1.015, "FINAL PAY QUANTITIES" and Section 19-2.09, "PAYMENT", of the Standard Specifications, and no additional compensation will be allowed therefor.

#### **10-1.12 MINOR CONCRETE (CHANNEL)**

Minor Concrete (Channel) shall conform to Section 90-10, "Minor Concrete," and Section 72-4 Concrete slope protection, gutter, ditch and channel lining of the Standard Specifications and these special provisions.

Minor concrete shall conform to the Provisions in Section 90-10, "Minor Concrete," of the Standard Specifications and these special provisions.

The costs associated with the excavation and grading for concrete lining shall be included in the contract price paid per cubic yard for "Minor Concrete (Channel)"

The contract price paid per cubic yard for "Minor Concrete (Channel)" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing minor concrete complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, and no additional payment will be allowed therefor.

#### **10-1.13 ROCK SLOPE PROTECTION**

Rock 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. Rock Slope Protection Fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.

Full compensation for rock slope protection will be measured and paid for by cubic yard. The contract prices paid for "Rock Slope Protection (#1 Backing Method B)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the rock slope protection, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.



Full compensation for rock slope protection fabric will be measured and paid for by square yard. The quantity to be paid for will be the actual area covered not including additional fabric required for overlaps and keying in. The contract price paid per square yard for "Rock Slope Protection Fabric" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the rock slope protection fabric, complete in place, as shown on the drawings, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## **10-1.14 EROSION CONTROL BLANKET**

### **GENERAL**

#### **Summary**

This work includes installing erosion control blanket. 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. Slopes steeper than 2:1 shall be covered with erosion control blanket.

#### **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 within 2 business days after contract approval.

### **MATERIALS**

#### **Erosion Control Blanket**

Erosion control blanket must be:

1. Described as a rolled erosion control product (RECP)
2. Classified as temporary and 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:
- 4.1. Classified as ECTC Type 3B
  - 4.2. Classified as an open weave textile and have from 14 to 20 strands per foot in each direction
  - 4.3. Designed to last for at least one year after installation
  - 4.4. With a USLE C-Factor of not more than 0.25 at a 1.5:1 (horizontal:vertical) slope
  - 4.5. Comprised of 100 percent unbleached and undyed spun yarn made of jute fiber
  - 4.6. With an average open area from 63 to 70 percent
  - 4.7. From 48 to 72 inches in width
  - 4.8. Capable to withstand a maximum shear stress of 2.0 pounds per square foot under ASTM D6460
  - 4.9. With a minimum tensile strength of 100 pounds per foot under ASTM D 5035
  - 4.10. 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

### **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
3. Place the blanket on the upper portion of the slope overlapping the blanket on the lower portion of the slope for transverse joints
4. Place the blanket on the side of the prevailing wind shall overlapping the blanket on the downwind side of the slope for longitudinal joints

2. 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**

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 erosion control blanket, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be included in the lump sum contract price paid for "Erosion Control" and no additional compensation will be allowed therefor.

#### **10-1.15 EROSION CONTROL (TYPE D)**

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, including the area between temporary ESA fencing and the existing wire mesh fence to be removed and replaced.

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.

#### **MATERIALS**

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications, and these special provisions.

##### **Seed**

Seed shall conform to the 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 shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed must contain at most 1.0 percent total weed seed by weight.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted. A sample of approximately one (1) ounce or 0.25 cup of seed for each seed lot greater than two (2) pounds will be taken from each seed container by the Engineer.

##### **Legume Seed**

Legume seed shall conform to the following:

Legume seed shall consist of the following:

**LEGUME SEED**

Botanical Name (Common Name)	Percent Germination (Minimum)	{ Pounds Pure Live Seed Per Acre } (Slope Measurement)
Trifolium hirtum hykon (Rose Clover)	60	32

**Non-Legume Seed**

Non-legume seed shall consist of the following:

**NON-LEGUME SEED**

Botanical Name (Common Name)	Pure Live Seed Content (%purity x %germination) (Minimum)	Pounds Pure Live Seed Per Acre (Slope Measurement)
<b>HYDROSEED</b>		
<i>Bromus mollis</i> (Blando Brome)	80%	24 lbs
and		
<i>Lolium multiflorum</i> (Annual Ryegrass)	80%	18 lbs
or		
Wimerra '62'	80%	18 lbs

**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 shall conform to the provisions in Section 20-2.02, "Commercial Fertilizer," of the Standard Specifications, and Specifications and these special provisions.

Commercial fertilizer shall have a guaranteed chemical analysis of 16 percent nitrogen, 20 percent phosphoric acid and 0 percent water soluble potash.

**Straw**

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications, and these special provisions.

Straw shall be derived from irrigated crops.

Prior to delivery of straw to the project site, the Contractor shall provide the name, address and telephone number of the grower.

Straw shall be new straw derived from rice, wheat, oats or barley.

Straw must be derived from rice.

Straw must be free of plastic, glass, metal, rocks, and refuse or other deleterious material.

**Stabilizing Emulsion (tackifier)**

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Stabilizing emulsion:

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

**APPLICATION**

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

- A. 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	27
Fiber	180
Commercial Fertilizer	500

- B. Apply straw at the rate of 2 tons per acre based on slope measurements. Incorporation of straw will not be required. Distribute straw evenly without clumping or piling.
- C. Apply the following mixture with hydro-seeding equipment at the corresponding rates:

Material	Pounds Per Acre (Slope Measurement)
Fiber	360
Stabilizing Emulsion (Solids)	135

The ratio of total water to total stabilizing emulsion in the mixture must be as recommended by the manufacturer.

Hydraulic application of materials for erosion control (netting) areas shall be applied by hose, from the ground. Erosion control (Type D) materials shall be applied onto the slope face such that the materials are well integrated into the erosion control (netting) and in contact with ground surface. Application shall be perpendicular to the slope face such that erosion control (netting) materials are not damaged or displaced. Erosion control (netting) damaged by the Contractor's operations shall be replaced by the Contractor at the Contractor's expense. Once straw work is started in an area, complete stabilizing emulsion applications in that area on the same working day.

The Engineer may change the rates of erosion control materials to meet field conditions.

**MEASUREMENT AND PAYMENT**

The lump sum contract price paid for "Erosion Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in slope preparation, and all work involved for erosion control, (type D) and the placement of tackifier complete in place, as shown on the plans, as specified in the Standard Specifications, and these special provisions, and as directed by the Engineer.

**10-1.16 FIBER ROLLS**

**GENERAL**

**Summary**

This work includes installing permanent 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 1 or Type 2

#### **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.

#### **MEASUREMENT AND PAYMENT**

Full compensation for the cost of furnishing and installing, fiber rolls in accordance with these special provisions shall be included in the lump sum contract price for "Erosion Control" and no additional payment will be allowed therefor.

#### **10-1.17 TEMPORARY EROSION CONTROL BLANKET GENERAL**

##### **Summary**

This work includes installing, maintaining, and removing temporary erosion control blanket. Temporary erosion control blanket is used to cover and protect disturbed soil areas and soil from erosion by wind or water. Temporary erosion control blanket reduces channel erosion by protecting against scour created by concentrated flow. The WPCP 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 within 2 business days after contract approval.

#### **MATERIALS**

##### **Erosion Control Blanket**

Erosion control blanket must be:

1. Described as a rolled erosion control product (RECP)
2. Classified as temporary and 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:
- 4.1. Classified as ECTC Type 3B
  - 4.2. Classified as an open weave textile and have from 14 to 20 strands per foot in each direction
  - 4.3. Designed to last for at least one year after installation
  - 4.4. With a USLE C-Factor of not more than 0.25 at a 1.5:1 (horizontal:vertical) slope
  - 4.5. Comprised of 100 percent unbleached and undyed spun yarn made of jute fiber
  - 4.6. With an average open area from 63 to 70 percent
  - 4.7. From 48 to 72 inches in width
  - 4.8. Capable to withstand a maximum shear stress of 2.0 pounds per square foot under ASTM D6460
  - 4.9. With a minimum tensile strength of 100 pounds per foot under ASTM D 5035
  - 4.10. 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

### **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 temporary 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
3. Place the blanket on the upper portion of the slope overlapping the blanket on the lower portion of the slope for transverse joints
4. Place the blanket on the side of the prevailing wind shall overlapping the blanket on the downwind side of the slope for longitudinal joints
2. Overlap and staple the longitudinal and transverse joints
5. Secure the ends of the blanket in key trenches

If temporary 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

#### **MAINTENANCE**

Remove sediment deposits, trash, and debris from temporary erosion control blanket 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 erosion control blanket by:

1. Removing sediment from the surface of the blanket when it is deeper than 2 inches
2. Repairing or replacing the blanket when the area treated with temporary erosion control blanket becomes exposed or exhibits visible erosion
3. Repairing or replacing the erosion control blanket when washouts occur between joints or beneath the erosion control blanket
4. Repairing or replacing the erosion control when it becomes detached, torn, or unraveled

Repair temporary erosion control blanket within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary erosion control blanket, repair erosion control blanket 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 erosion control blanket 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 erosion control blanket must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

#### **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for "Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, maintaining and removing temporary erosion control blanket, complete in place, including trench excavation and backfill, as specified in the Standard Specifications and these special provisions, and as per the WPCP and as directed by the Engineer and no additional compensation will be provided therefor.

### **10-1.18 TEMPORARY FENCE (ESA TYPE)**

Attention is directed to Section 7-1.11 "Preservation of Property" of the Standard Specifications.

Attention is directed to contract plan sheets for the locations at which the Contractor shall place Temporary Fence (Type ESA).

Trees to be protected shall be fenced (ESA Type) by the Contractor. The Contractor shall restore any tree fence if damaged by the Contractor's operation, at no additional cost to the County.

### **MEASUREMENT AND PAYMENT**

Full compensation for furnishing, installing, maintaining, and removing "Temporary Fence (ESA Type)" shown on the plans shall be considered as included in the linear foot bid price paid for Temporary Fence (ESA Type) and no additional compensation will be allowed therefor.

### **10-1.19 STREET SWEEPING**

#### **GENERAL**

##### **Summary**

This work includes street sweeping.

The WPCP must describe and include the use of street sweeping as a water pollution control practice for sediment control and tracking control.

##### **Submittals**

Within 2 business days after contract approval and before starting clearing and grubbing, earthwork, other activities with the potential for tracking sediment or other debris submit:

1. Number of sweepers described in the SWPPP
2. Type of sweeper technology

##### **Quality Control and Assurance**

Retain and submit records of street sweeping including:

1. Quantity of sweeping waste disposal
2. Sweeping times and locations

### **CONSTRUCTION**

#### **Street Sweepers**

Sweepers must use one of these technologies:

1. Mechanical sweeper followed by a vacuum-assisted sweeper
2. Vacuum-assisted dry (waterless) sweeper
3. Regenerative-air sweeper

#### **Operation**

Street sweeping must be done at:

1. Paved roads at job site entrance and exit locations
2. Paved areas within the job site that flow to storm drains or water bodies

Street sweeping must be done:

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 roads at jobsite entrances and exit locations. Monitor paved areas and roadway within the jobsite that flow to storm drains or receiving waters. Street sweeping must be done:

1. Within 8 hours of predicted rain
2. Within 1 hour, if sediment or debris is observed during activities that require sweeping
3. Within 24 hours, if sediment or debris is observed during activities that do not require sweeping

At least 1 sweeper must be on the job site at all times when sweeping work is required. The sweeper must be in good working order.

Perform street sweeping to minimize dust. If dust generation is excessive or sediment pickup is ineffective, use water or a vacuum.

You may stockpile collected material on the jobsite according to the accepted SWPPP. Dispose of collected material at least once per week.

You may dispose of sediment within the job site that you collected during sweeping activities. Protect disposal areas against erosion.

Trash collected during street sweeping must be removed and disposed of under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Your WPCM must inspect paved roads at job site access points:

1. Daily if earthwork and other sediment or debris generating activities occur daily
2. Weekly if earthwork and other sediment or debris generating activities do not occur daily
3. When the National Weather Service predicts precipitation with a probability of at least 30 percent

#### **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for "Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as specified in the Standard Specifications, these special provisions, and as per the WPCP and as directed by the Engineer and no separate payment will be made therefor.

### **10-1.20 TEMPORARY CHECK DAM**

#### **GENERAL**

##### **Summary**

This work includes constructing, maintaining, and removing temporary check dams.

The WPCP must describe and include the use of temporary check dams as a water pollution control practice for soil stabilization in flow conveyances.

##### **Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. Fiber rolls
2. Gravel-filled bag fabric

#### **MATERIALS**

##### **Fiber Rolls**

Fiber rolls must:

1. Last for at least one year after installation
2. Be Type 1 or Type 2

If specified, Type 1 fiber rolls 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. Either 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 rolls 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 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

### **Rope**

For Type 2 installation, rope must:

1. Be biodegradable, such as sisal or manila

2. Have a minimum diameter of 1/4 inch

**Gravel-filled Bag Fabric**

Geosynthetic fabric for temporary gravel bag berm must consist of one of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Sample under ASTM D 4354, Procedure C.

**11**

Test under ASTM D 4759. All properties are based on Minimum Average Roll Value (MARV).

**12**

Identify, store, and handle under ASTM D 4873.

**13**

Protect geosynthetics from moisture, sunlight and damage during shipping and storage. Label each unit with the manufacturer's name, identifying information and product identification.

**14**

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

**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.

**CONSTRUCTION**

Before placing temporary check dam, remove obstructions including rocks, clods, and debris greater than one inch in diameter from the ground.

If check dams are to be placed in the same areas as erosion control blankets, then install the blankets before placing the check dams.

Temporary check dams must be:

1. Placed perpendicular to the centerline of the ditch or drainage line
2. Installed with sufficient spillway depth to prevent flanking of concentrated flow around the ends of the check dam
3. Type 1 for lashed fiber rolls, Type 2 for gravel-filled bags, or a combination:
  - 3.1. If the ditch is lined with concrete or hot mix asphalt, use temporary check dam (Type 2)
  - 3.2. If the ditch is unlined, you may use temporary check dam (Type 1) or (Type 2)

Temporary check dam (Type 1) must be:

1. Secured with rope and notched wood stakes.
2. Installed by driving stakes into the soil until the notch is even with the top of the fiber roll.
3. Installed by lacing the rope between stakes and over the fiber roll. Knot the rope at each stake.
4. Tightened by driving the stakes further into the soil forcing the fiber roll against the surface of the ditch or drainage line.

Temporary check dam (Type 2) must be:

1. Placed as a single layer of gravel bags
2. End-to-end to eliminate gaps

If you need to increase the height of the temporary check dam (Type 2):

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 dam by adding rows of bags at the bottom

### **MAINTENANCE**

Maintain temporary check dams to provide sediment holding capacity and to reduce concentrated flow velocities.

Remove sediment deposits, trash, and debris from temporary check dams 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 check dams by:

1. Removing sediment from behind the check dam when sediment is 1/3 the height of the check dam above ground
2. Repairing or adjusting the check dams when scour and other evidence of concentrated flow occur beneath the fiber roll
3. Repairing or replacing the fiber rolls or gravel-filled bags when they become split, torn, or unraveled
4. Adding stakes when the fiber rolls slump or sag
5. Replacing broken or split wood stakes

Repair temporary check dams within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary check dams, repair temporary check dams 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 check dams are 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 check dams must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

## **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for "Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining, and removing the temporary check dams, 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 per the WPCP and as directed by the Engineer and no separate payment will be made therefor.

### **10-1.21 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, Type 2, or a combination.

##### **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

Within 2 business days of contract approval, submit details for alternatives. 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

### Corrugated Steel Panels

Corrugated steel panels must:

1. Be made of steel.
2. Be pressed or shop welded
3. Have a slot or hook for connecting panels together

### 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).

If temporary construction entrance (Type 2) is specified, use Rock (Type B) under corrugated steel panels. Use at least 6 corrugated steel panels for each entrance. Couple panels together.

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.

### **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**

The contract lump sum price paid for "Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in 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 per the WPCP and as directed by the Engineer 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.

## **10-1.22 TEMPORARY FIBER ROLL**

### **GENERAL**

#### **Summary**

This work includes constructing, maintaining, and removing temporary fiber roll.

The WPCP must describe and include the use of temporary fiber roll as a water pollution control practice for sediment control.

### **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 1 or 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.

### **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**

The contract lump sum price paid for " Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in 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 per the WPCP and as directed by the Engineer and no separate payment will be made therefor.

**10-1.23 TEMPORARY GRAVEL BAG BERM**

**GENERAL**

**Summary**

This work includes constructing, maintaining, and removing temporary gravel bag berm. The WPCPP must describe and include the use of temporary gravel bag berm as a water pollution control practice for sediment control.

**Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for gravel-filled bag fabric.

**MATERIALS**

**Gravel-filled Bag Fabric**

Geosynthetic fabric for temporary gravel bag berm must consist of one of the following:

- 1. Polyester
- 2. Polypropylene
- 3. Combined polyester and polypropylene

Sample under ASTM D 4354, Procedure C.

**5**

Test under ASTM D 4759. All properties must be based on Minimum Average Roll Value (MARV).

**6**

Identify, store, and handle under ASTM D 4873.

**7**

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

**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.

**CONSTRUCTION**

Before constructing temporary gravel bag berm, remove obstructions including rocks, clods, and debris greater than 1 inch in diameter from the ground.

Temporary gravel bag berm must:

1. Be placed as a single layer of gravel bags to create a linear sediment barrier
2. Be placed end-to-end to eliminate gaps
3. Be placed parallel to the slope contour
4. Have the last 6 feet of the gravel bag berm angled up-slope

If you need to increase the height of the temporary 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 used within shoulder area, gravel-filled bags must be placed behind temporary railing (Type K).

**MAINTENANCE**

Maintain temporary gravel bag berm to provide sediment holding capacity and to reduce runoff velocities. Remove sediment deposits, trash, and debris from temporary gravel bag berm 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 gravel bag berm by:

1. Removing sediment from behind the gravel bag berm when sediment is 1/3 the height of the gravel bag berm above ground
2. Repairing or adjusting the gravel-filled bags when rills and other evidence of concentrated runoff occur beneath the gravel-filled bags
3. Repairing or replacing the gravel-filled bags when they become split, torn, or unraveled

Repair temporary gravel bag berm within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary gravel bag berm, repair temporary gravel bag berm 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 gravel bag berm 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 gravel bag berm must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

### **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for "Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining, and removing the temporary gravel bag berm, 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 specified in the Standard Specifications and these special provisions, and as per the WPCP and as directed by the Engineer and no additional compensation shall be allowed therefor.

## **10-1.24 TEMPORARY SILT FENCE**

### **GENERAL**

#### **Summary**

This work includes installing, maintaining, and removing temporary silt fence.

The WPCP must describe and include the use of temporary silt fence as a water pollution control practice for sediment control.

#### **Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for silt fence fabric.

### **MATERIALS**

#### **Silt Fence Fabric**

Geosynthetic fabric for temporary silt fence 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 must be 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.

Silt fence fabric must comply with:

Property	ASTM Designation	Specification	
		Woven	Non-woven
Grab breaking load 1-inch grip, lb, min. in each direction	D 4632	120	120
Apparent elongation percent, min., in each direction	D 4632	15	50
Water Flow Rate max. average roll value, gallons per minute/square foot	D 4491	10-50	100-150
Permittivity 1/sec., min.	D 4491	0.05	0.05
Apparent opening size max. average roll value, U.S. Standard sieve size	D 4751	30	30
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	D 4595	70	

### 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.

### CONSTRUCTION

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 no more than 8 inches apart

Place silt fence parallel to the slope contour. For any 50 foot section of silt fence, do not allow the elevation at the base of the fence to vary more than 1/3 of the fence height.

Install silt fence by:

1. Placing the bottom of the fabric in a trench that is 6 inches deep
2. Securing with posts placed on the downhill side of the fabric
3. Backfilling the trench with soil and hand or mechanically tamping to secure the fabric in the trench

If you reinforce the silt fence fabric with wire or plastic mesh, you may increase the post spacing to a maximum of 10 feet. The field-assembled reinforced silt fence must be able to retain saturated sediment without collapsing.

Connect silt fence sections by:

1. Joining separate sections of silt fence to form reaches that are no more than 500 feet long
2. Securing the end posts of each section by wrapping the tops of the posts with at least two wraps of 16-gage diameter tie wire
3. Ensuring that each reach is a continuous run of silt fence from end to end or from an end to an opening, including joined panels

If you mechanically push the silt fence fabric vertically through the soil, you must demonstrate that the silt fence fabric will not be damaged and will not slip out of the soil, resulting in sediment passing under the silt fence fabric.

#### **MAINTENANCE**

Maintain temporary silt fence to provide sediment holding capacity and to reduce runoff velocities. Remove sediment deposits, trash, and debris from temporary silt fence 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 silt fence by:

1. Removing sediment from behind the silt fence when sediment is 1/3 the height of the silt fence above ground
2. Repairing or adjusting the silt fence when rills and other evidence of concentrated runoff occur beneath the silt fence fabric
3. Repairing or replacing the silt fence fabric when it become split, torn, or unraveled

Repair temporary silt fence within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary silt fence, repair temporary silt fence 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 silt fence is not required, remove and dispose of fence 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 silt fence must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.



## **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for " Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining, and removing the temporary silt fence, 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 per the WPCP and as directed by the Engineer and no additional compensation will be allowed therefor.

### **10-1.25 TEMPORARY TACKED STRAW**

#### **GENERAL**

##### **Summary**

This work includes applying, maintaining, and removing temporary tacked straw. Tacked straw uses a mixture of tackifier, fiber, and water to stabilize active and nonactive disturbed soil areas. The WPCP must describe and include the use of temporary tacked straw as a water pollution control practice for soil stabilization.

##### **Submittals**

Within 2 business days after contract approval and before applying tacked straw, submit:

1. Material Safety Data Sheet for the tackifier.
2. Product label describing the tackifier as an erosion control product.
3. List of pollutant indicators and potential pollutants for the use of temporary tacked straw. Pollutant indicators are described under "Sampling and Analysis Plan for Non-Visible Pollutants" in the Preparation Manual.
4. Determination of acute and chronic toxicity for aquatic organisms conforming to EPA methods for the tackifier.
5. Composition of ingredients including chemical formulation.

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. Tackifier
2. Fiber

##### **Quality Control and Assurance**

Retain and submit records of temporary tacked straw applications including:

1. Compliance with specified rates
2. Application area
3. Application time
4. Quantity

## **MATERIALS**

### **Tackifier**

The tackifier must be:

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. A natural high molecular weight polysaccharide
2. A 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. A guar gum based product derived from the ground endosperm of the guar plant, cyanmopsis 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 a non-ionic, water-soluble granular material derived from corn, potato, or other plant-based source.

Tackifier classified as polymeric emulsion blend must be:

1. A 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. A 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 be wood fiber, cellulose fiber, alternate fiber, or a combination of these fibers as specified.

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

If wood fiber is specified, 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

If cellulose fiber is specified, 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.

If alternate fiber is specified, 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 to ensure the tacked straw contrasts with the application area.

**Straw**

Straw must comply with Section 20-2.06, "Straw," of the Standard Specifications and be:

- 1. Rice, wheat, or barley. Wheat and barley straw must be derived from irrigated crops.
- 2. Free of plastic, glass, metal, rocks, and refuse or other deleterious material.

**CONSTRUCTION**

**Application**

Apply temporary tacked straw when an area is ready to receive temporary erosion control under "Move-in/Move-out (Temporary Erosion Control)."

The quantity of tackifier in the mixture must be as recommended by the manufacturer.

The ratio of water to fiber and tackifier in the mixture must be as recommended by the manufacturer. The proportions of various erosion control materials may be changed by the Engineer to meet field conditions.

Apply tacked straw materials in separate applications in the following sequence:

- 1. Apply straw:
  - 1.1. At the rate of 2 tons per acre (slope measurement)
  - 1.2. To extend to the edge of retaining walls, dikes, paving and to within 4 feet from the flow line of paved and unpaved drainage ditches
  - 1.3. Using mechanical, pneumatic, or manual methods
- 2. Apply tackifier and fiber mixture:
  - 2.1. At application rate indicated:

Material	Application Rate lbs/acre
Wood Fiber	
Cellulose Fiber	
Alternate Fiber	

- 2.2. During dry weather or at least 24 hours before predicted rain.

Do not apply tacked straw if:

- 1. Water is standing on or moving across the soil surface
- 2. Soil is frozen
- 3. Air temperature is below 40 °F during the tackifier curing period unless allowed by the manufacturer and approved by the Engineer

Do not over-spray tacked straw onto the traveled way, sidewalks, lined drainage channels, or existing vegetation.

**Maintenance**

Reapply tacked straw within 24 hours of discovering visible erosion, unless the Engineer approves a longer period.

Temporary tacked straw disturbed or displaced by the Contractor's vehicles, equipment, or operations must be reapplied at the Contractor's expense.

The Department does not pay maintenance costs for cleanup, repair, removal, disposal, or replacement due to improper installation or your negligence.

## **Removal**

Remove tacked straw by mechanically blending it into the soil with track laying equipment, disking, or other approved method.

## **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for " Water Pollution Control" shall include full compensation for furnishing all labor, materials (including straw, tackifier, and fiber), tools, equipment, and incidentals, and for doing all the work involved in applying and maintaining temporary tacked straw, complete in place, including removal of tacked straw, as specified in the Standard Specifications and these special provisions, and as per the WPCP and as directed by the Engineer and no additional compensation will be allowed therefor.

### **10-1.26 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 within 2 business days after contract approval.

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.

**7**

Test under ASTM D 4759. All properties are based on Minimum Average Roll Value (MARV).

**8**

Identify, store, and handle under ASTM D 4873.

**9**

Protect geosynthetics from moisture, sunlight and damage during shipping and storage. Label each unit with the manufacturer's name, identifying information and product identification.

**10**

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 polypropylene 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
4. 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**

The contract lump sum price paid for "Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and maintaining temporary cover for slopes other than stockpile slopes, complete in place, including restrainers and removal of temporary cover, as specified in the Standard Specifications, and these special provisions, and as per the WPCP and as directed by the Engineer, and no additional compensation will be allowed therefor.

### **10-1.27 CONSTRUCTION AREA SIGNS**

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Furnish Sign" of these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

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

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

Notification Center	Telephone Number
Underground Service Alert	811

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

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

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

## **PAYMENT**

Full compensation for furnishing all tools, equipment, labor, materials, fabricating, installing, maintaining, and removing all signs shown on the plans shall be considered as included in the contract lump sum price paid for "Construction Area Signs" and no additional compensation will be allowed therefor.



## **10-1.28 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 and placing HMA Type A for trail reconstruction and trail overlay. HMA must 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 1/2" grading.

### **MEASUREMENT AND PAYMENT**

Full compensation for the 1 1/2" HMA overlay shown on the Typical Reconstructed Trail Section and the Typical Trail Section on sheet L-1 of the plans. is considered as included in the contract price paid per ton for "HMA (type A) (overlay)" and no separate payment will be made therefor.

The lump sum bid item price for Trail reconstruction shall include full compensation for the 2" HMA bottom lift shown on the Typical Reconstructed Trail Section on the plans, and no additional compensation shall be allowed therefor.

## **10-1.29 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.

### **MEASUREMENT AND PAYMENT**

The lump sum bid item price for Trail Reconstruction shall include full compensation for the 2" AB shoulder backing shown next to the HMA on the Typical Reconstructed Trail Section on the plans, and no additional compensation shall be allowed therefor.

The lump sum bid item price for Trail Reconstruction shall also include full compensation for the 4" AB shown under the HMA on the Typical Reconstructed Trail Section on sheet L-1 of the plans, and no additional compensation shall be allowed therefor.

Full compensation for the 1 1/2" AB shoulder backing shown on the Typical Overlay Trail Section on the plans, shall be considered as included in the contract price paid per ton for "Shoulder Backing" and no additional compensation will be allowed therefor.

## **10-1.30 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.

### **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 placed within the State right of way where the notation will not be blocked by the sign post or frame:

- A. PROPERTY OF STATE OF CALIFORNIA,
- 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 following notation shall be placed on the lower right side of the back of each sign placed within the County right of way 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**

Full compensation for furnishing all tools, equipment, labor, materials, fabricating, installing, maintaining, and removing all signs shown on the plans shall be considered as included in the lump sum contract price paid for "Construction Area Signs" and no additional compensation will be allowed.

### **10-1.31 TEMPORARY CONCRETE WASHOUT (PORTABLE)**

#### **GENERAL**

##### **Summary**

This work includes removal and disposal of concrete waste by furnishing, maintaining, and removing portable temporary concrete washouts.

WPCP must describe and include the use of a portable temporary concrete washout as a water pollution control practice for waste management and materials pollution control.

##### **Submittals**

Within 2 business days after contract approval and before concrete activities start, submit:

1. Name and location of off-site concrete waste disposal facility to receive concrete waste
2. Copy of permit issued by RWQCB for off-site commercial disposal facility
3. Copy of license for off-site commercial disposal facility
4. Copy of permit issued by state or local agency having jurisdiction over disposal facility if disposal site is located outside of the State of California

##### **Quality Control and Assurance**

Retain and submit records of disposed concrete waste including:

1. Weight tickets

2. Delivery and removal of temporary concrete washouts

## **MATERIALS**

### **Portable Temporary Concrete Washout**

Portable temporary concrete washout must:

1. Be a commercially available watertight container.
2. Have sufficient capacity to contain all liquid and concrete waste generated by washout activities without seepage or spills.
3. Have at least 55-gallon capacity.
4. Be labeled for the exclusive use as a concrete waste and washout facility. Stencil "Concrete Waste material" in 3-inch high letters on white background. Top of stenciling must be 12 inches from the top of the container.

### **Concrete Washout Sign**

Concrete washout sign must comply with the provisions in Section 12-3.06B, "Portable Signs" of the Standard Specifications and:

1. Be approved by the Engineer
2. Consist of base, framework, and sign panel
3. Be made of plywood
4. Be minimum 2' x 4' in size
5. Read "Concrete Washout" with 3 inches high black letters on white background

## **CONSTRUCTION**

### **Placement**

Place portable temporary concrete washouts at job site:

1. Before concrete placement activities start
2. In the immediate area of concrete work as approved by the Engineer
3. No closer than 50 feet from storm drain inlets, open drainage facilities, ESAs, or watercourses
4. Away from construction traffic or public access areas

Install a concrete washout sign adjacent to each portable temporary concrete washout location.

### **Operation**

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

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

Relocate portable temporary concrete washouts as needed for concrete construction work.

Replace portable temporary concrete washouts when filled to capacity. Do not fill higher than 6 inches below rim.

Your WPC manager must inspect portable temporary concrete washouts:

1. Daily if concrete work occurs daily
2. Weekly if concrete work does not occur daily

### **Maintenance**

When relocating or transporting a portable temporary concrete washout within the job site, secure it to prevent spilling of concrete waste material. If any spilled material is observed, remove spilled material and place it into portable temporary concrete washout.

### **Removal**

Dispose of concrete waste material at a facility specifically licensed to receive solid concrete waste, liquid concrete waste, or both. When portable temporary concrete washout is full, remove and dispose of concrete waste within 2 days.

### **PAYMENT**

The contract lump sum price paid for "Water Pollution Control" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, maintaining, and removing the portable temporary concrete washout, including removal and disposal of concrete waste, as specified in the Standard Specifications and these special provisions, and as per the WPCP and as directed by the Engineer and no additional compensation will be allowed therefor.

### **10-1.32 REINFORCEMENT**

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

The Department's mechanical splices prequalified list can be found at:

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

The provisions in "Welding Quality Control" of these special provisions shall not apply to resistance butt welding.

### **MEASUREMENT AND PAYMENT**

Measurement and payment for reinforcement in structures shall conform to the provisions in Section 52-1.10, "Measurement," and Section 52-1.11, "Payment," of the Standard Specifications.

### **10-1.33 TREE REPLACEMENT**

Tree Replacement work includes planting five (5) oak seedlings for every tree with a trunk diameter greater than 6 inches in diameter (measured at breast height) removed or damaged by the contractor during construction.

Contractor activities will dictate the number of trees removed. Contractor shall be responsible for replacing trees at a ratio of 5:1 for all trees removed in accordance with these special provisions.

Trees shall be oak seedlings of Blue Oak (*Quercus douglasii*), Valley Oak (*Quercus lobata*) or Interior Live Oak (*Quercus wislizenii*), or a combination of the three, in locations as directed by the engineer.

### **Site Preparation**

All weeds, debris, wood chips, and rocks over 2 inches in diameter shall be removed from the planting area to a radius of 3 feet from each planting hole. All rocks and clods over 1 inch diameter shall be removed from the planting pit. The planting pit shall be excavated to a minimum width of two times the diameter of the root ball, and to a depth adequate to allow the root ball to rest on firm soil. The sides and bottom of the planting pit shall be scarified prior to installation of the seedling.

### **Oak Tree Planting**

Planting shall be conducted by a licensed landscape contracting firm with experience in native woodland restoration and tree placement on site shall be supervised by an ISA Certified Arborist or Registered Professional Forester with direct experience working with oak woodlands restoration.

Oak tree seedlings size shall be Treepot 4 (approximately 1 gallon). If Treepot 4 stock is unavailable, Treepot 8 size (approximately 5 gallon) shall be used. Local native oak stock shall be utilized.

The depth of the planting pit shall be verified so that the top of the root ball extends 1 to 2 inches above natural grade. This can be accomplished by placing the tree, while still in the container, in the planting pit and laying a pole across at the original grade.

Remove the tree from the container and trim the root ball according to the following criteria: locate any thick circling roots and either straighten or cut them cleanly. Make three to four vertical cuts 0.5 inches deep around the root ball in order to thin the roots. Spread the bottom roots out, as necessary.

Place the tree in the pit, making sure recommended planting depth is maintained. The native soil shall be backfilled into the planting pit. A 6-inch deep by 24-inch diameter soil watering basin shall be placed around each oak tree at planting. The trees shall be thoroughly watered immediately following planting.

Tree spacing distances should be no less than 6-feet.

#### **Fencing/Protection**

Tree protection fencing, shall be installed to protect oaks from animal damage, such as from deer and above-ground rodents.

All tree protection fencing shall be left in place.

#### **Irrigation**

Contractor shall irrigate planted oak seedlings, to keep the trees vigorous and encourage healthy growth, typically every 7 to 10 days until contract acceptance.

#### **MEASUREMENT AND PAYMENT**

The lump sum contract price paid for "Tree Replacement" work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Tree Replacement work, including maintaining protection fencing and watering, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.34 TEMPORARY FENCE (TYPE CL)**

Temporary fence (Type CL-6) shall be 6 feet high chain link fence

Temporary fence shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Except as otherwise specified in this section, temporary fence shall conform to the plan details and the specifications for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

Posts shall be either metal or wood at the Contractor's option.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

Concrete footings for metal posts will not be required.



Temporary fence that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Removed temporary fence materials that are not damaged may be constructed in the permanent work provided the materials conform to the requirements specified for the permanent work and such materials are new when used for the temporary fence.

Holes caused by the removal of temporary fence shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Full compensation for installing, maintaining, removing, and disposing of temporary fence (type CL-6) shall be considered as included in the contract price paid per linear foot for "temporary fence (type CL-6)" and no additional compensation will be allowed therefor.

Full compensation for installing, maintaining, removing, and disposing of temporary chain link gate (6' high) shall be considered as included in the contract price paid per linear foot for "temporary chain link gate (6' high)" and no additional compensation will be allowed therefor.

# **APPENDICES**

# **APPENDIX A**

## **AMENDMENTS TO STANDARD SPECIFICATIONS**

**AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS  
UPDATED JUNE 6, 2008**

**SECTION 0: GLOBAL REVISIONS**

Issue Date: July 31, 2007

Global revisions are changes to contract documents not specific to a section of the Standard Specifications.

- In each contract document at each occurrence:
  1. Except where existing asphalt concrete is described, replace "asphalt concrete" with "hot mix asphalt"
  2. Except where existing AC is described, replace "AC" with "HMA" where AC means asphalt concrete

**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.

**1-1.125 DEDUCTION**

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

**1-1.205 FEDERAL-AID CONTRACT**

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

**1-1.245 HOLIDAY**

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

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

**1-1.475 WITHHOLD**

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

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

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

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

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

**1-1.39 STATE**

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

## SECTION 3: AWARD AND EXECUTION OF CONTRACT

Issue Date: August 17, 2007

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

### 3-1.025 INSURANCE POLICIES

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

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

### 3-1.03 EXECUTION OF CONTRACT

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

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

### 3-1.04 FAILURE TO EXECUTE CONTRACT

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

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

### 3-1.05 RETURN OF PROPOSAL GUARANTIES

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

## SECTION 4: SCOPE OF WORK

Issue Date: August 17, 2007

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

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

#### **SECTION 5: CONTROL OF WORK**

Issue Date: February 1, 2008

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

##### **5-1.005 GENERAL**

- Failure to comply with any specification part is a breach of the contract and a waiver of your right to time or payment adjustment.
- After contract approval, submit documents and direct questions to the Engineer. Orders, approvals, and requests to the Contractor are by the Engineer.
- The Engineer furnishes the following in writing:

1. Approvals
2. Notifications
3. Orders

- The Contractor must furnish the following in writing:

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

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

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

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

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

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

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

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

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

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

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

#### **5-1.04 CONTRACT COMPONENTS**

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

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

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

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

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

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

#### **5-1.07 LINES AND GRADES**

- The Engineer places stakes and marks under Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

- Submit your request for Department-furnished stakes:

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

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

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

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

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



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

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

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

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

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

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

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

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

Issue Date: August 17, 2007

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

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

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

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

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

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

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

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

- Production includes:

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

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

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

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

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

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

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

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

- The Department deducts the charges for the removed material.

**SECTION 7: LEGAL RELATIONS AND RESPONSIBILITIES**

Issue Date: May 2, 2008

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

**7-1.01 LAWS TO BE OBSERVED**

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

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

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

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

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

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

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

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

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

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

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

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

The 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:

#### **7-1.12 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	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
≤\$5,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$5,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

1. Combined single limit for bodily injury and property damage.  
 2. This limit shall apply separately to the Contractor's work under this contract.  
 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8: PROSECUTION AND PROGRESS**

Issue Date: August 17, 2007

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

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

## SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: August 17, 2007

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

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

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

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

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

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

### 9-1.05 STOP NOTICE WITHHOLDS

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

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

### 9-1.053 PERFORMANCE FAILURE WITHHOLDS

- During each estimate period you fail to comply with a contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include quality control plans, schedules, traffic control plans, and water pollution control submittals.
  - For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.
  - For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.
  - The Department returns performance-failure withholds in the progress payment following the correction of noncompliance.

### 9-1.055 PENALTY WITHHOLDS

- Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or citizen lawsuit. Penalties are also payments made or costs incurred in settling alleged permit violations of Federal, State, or local laws, regulations, or requirements. The cost incurred may include the amount spent for mitigation or correcting a violation.
  - If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds and notify you within 15 days of the withhold. If the penalty amount is less than the amount being withheld from progress payments for retentions, the Department will not withhold the penalty amount.
  - If the penalty is resolved for less than the amount withheld, the Department pays interest at a rate of 6 percent per year on the excess withhold. If the penalty is not resolved, the withhold becomes a deduction.
  - Instead of the withhold, you may provide a bond payable to the Department of Transportation equal to the highest estimated liability for any disputed penalties proposed.

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

- Section 9-1.057, "Progress Withholds for Federal-Aid Contracts," applies to a Federal-aid contract.



- The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

- The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised contract working days and converting the quotient to a percentage.

- The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

- When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

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

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

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

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

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

**9-1.065 RELEASE OF RETAINED FUNDS**

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

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

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

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

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

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

Issue Date: October 6, 2006

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

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

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

### **12-2.01 FLAGGERS**

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

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

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

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

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

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

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

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

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

## **SECTION 19: EARTHWORK**

Issue Date: July 31, 2007

Section 19-1.03, "Grade Tolerance," of the Standard Specifications is amended to read:

- Immediately prior to placing subsequent layers of material thereon, the grading plane shall conform to one of the following:
  - A. When hot mix asphalt is to be placed on the grading plane, the grading plane at any point shall not vary more than 0.05-foot above or below the grade established by the Engineer.
  - B. When subbase or base material to be placed on the grading plane is to be paid for by the ton, the grading plane at any point shall not vary more than 0.10-foot above or below the grade established by the Engineer.
  - C. When the material to be placed on the grading plane is to be paid for by the cubic yard, the grading plane at any point shall be not more than 0.05-foot above the grade established by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

Issue Date: August 17, 2007

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

**20-2.03 SOIL AMENDMENT**

- Soil amendment shall comply with the requirements in the California Food and Agricultural Code.
- Soil amendment producers shall comply with the following:
  1. Be fully permitted to produce compost as specified under the California Integrated Waste Management Board, Local Enforcement Agencies and any other State and Local Agencies that regulate Solid Waste Facilities. If exempt from State permitting requirements, the composting facility must certify that it follows guidelines and procedures for production of compost meeting the environmental health standards of Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7.
  2. Be a participant in United States Composting Council's Seal of Testing Assurance program.
- Soil amendment shall be composted and may be derived from any single, or mixture of any of the following feedstock materials:
  1. Green material consisting of chipped, shredded, or ground vegetation; or clean processed recycled wood products
  2. Biosolids
  3. Manure
  4. Mixed food waste
- Soil amendment feedstock materials shall be composted to reduce weed seeds, pathogens and deleterious materials as specified under Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7, Section 17868.3.
  - Soil amendment shall not be derived from mixed municipal solid waste and must be reasonably free of visible contaminants. Soil amendment must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Soil amendment must not possess objectionable odors.
  - Metal concentrations in soil amendment must not exceed the maximum metal concentrations listed in Title 14, California Code of Regulations, Division 7, Chapter 3.1, Section 17868.2.
  - Soil amendment must comply with the following:

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

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

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

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

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

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

#### **20-4.055 PRUNING**

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

### **SECTION 25: AGGREGATE SUBBASES**

Issue Date: February 16, 2007

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

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

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

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

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

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

## **SECTION 26: AGGREGATE BASE**

Issue Date: February 16, 2007

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

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

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

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

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

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

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

Issue Date: July 31, 2007

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

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

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

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

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

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

The ninth paragraph of Section 27-1.07, "Compacting," of the Standard Specifications is amended to read:

- When surfacing material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as surfacing. This filling shall be done as a separate operation prior to placing the lowest layer of surfacing, and full compensation for this filling will be considered as included in the contract price paid for cement treated base and no additional compensation will be allowed therefor.

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

Issue Date: July 31, 2007

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

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

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

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

The second paragraph of Section 28-1.06, "Spreading, Compacting and Shaping," of the Standard Specifications is amended to read:

- In advance of curing operations, lean concrete base to be surfaced with hot mix asphalt shall be textured with a drag strip of burlap, a broom or a spring steel tine device which will produce scoring in the finished surface. The scoring shall be parallel with the centerline or transverse thereto. The operation shall be performed at a time and in a manner to produce the coarsest texture practical for the method used.

The second paragraph of Section 28-1.08, "Surfaces Not Within Tolerance," of the Standard Specifications is amended to read:

- Hardened lean concrete base with a surface lower than 0.05-foot below the grade established by the Engineer shall be removed and replaced with lean concrete base which complies with these specifications, or if permitted by the Engineer, the low areas shall be filled with pavement material as follows:

1. When pavement material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as pavement. This shall be done as a separate operation prior to placing the lowest layer of pavement, and full compensation for this filling will be considered as included in the contract price paid per cubic yard for lean concrete base and no additional compensation will be allowed therefor.
2. When pavement material is portland cement concrete, the low areas shall be filled with pavement concrete at the time and in the same operation that the pavement is placed. Full compensation for this filling will be considered as included in the contract price paid per cubic yard for lean concrete base and no additional compensation will be allowed therefor.

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

Issue Date: July 31, 2007

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

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

The first paragraph of Section 29-1.04A, "Asphalt Treated Permeable Base," of the Standard Specifications is amended to read:

- Aggregates and asphalt for asphalt treated permeable base shall be stored, proportioned and mixed in the same manner provided for storing, proportioning and mixing aggregates and asphalt for hot mix asphalt in Section 39-1.08, "Production," except as follows:

1. The aggregate need not be separated into sizes.
2. The temperature of the aggregate before adding the asphalt binder shall be not less than 275° F nor more than 325° F.
3. Asphalt treated permeable base stored in excess of 2 hours shall not be used in the work.
4. The aggregate shall be combined with 2.5 percent paving asphalt by weight of the dry aggregate. After testing samples of the Contractor's proposed aggregate supply, the Engineer may order an increase or decrease in the asphalt content. If an increase or decrease is ordered, and the increase or decrease exceeds the specified amount by more than 0.1-percent by weight of the dry aggregate, the compensation payable to the Contractor for the asphalt treated permeable base will be increased or decreased on the basis of the total increase or decrease in asphalt.



5. The asphalt content of the asphalt mixture will be determined, at the option of the Engineer, by extraction tests in conformance with the requirements in California Test 310 or 362, or will be determined in conformance with the requirements in California Test 379. The bitumen ratio pounds of asphalt per 100 pounds of dry aggregate shall not vary by more than 0.5-pound of asphalt above or 0.5-pound of asphalt below the amount designated by the Engineer. Compliance with this requirement will be determined either by taking samples from trucks at the plant or from the mat behind the paver before rolling. If the sample is taken from the mat behind the paver, the bitumen ratio shall be not less than the amount designated by the Engineer, less 0.7-pound of asphalt per 100 pounds of dry aggregate.

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

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

The first paragraph of Section 29-1.05, "Spreading and Compacting Asphalt Treated Permeable Base," of the Standard Specifications is amended to read:

- 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.

The second paragraph of Section 29-1.07, "Surfaces Not Within Tolerance," of the Standard Specifications is amended to read:

- 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.

### **SECTION 37: BITUMINOUS SEALS**

Issue Date: August 17, 2007

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

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

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

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

The second paragraph of Section 37-1.07, "Finishing," of the Standard Specifications is amended to read:

- Rollers shall be oscillating type pneumatic-tired rollers. A minimum of 2 pneumatic-tired rollers conforming to the provisions in Section 39-3.03 "Spreading and Compacting Equipment," shall be furnished.

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

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

## **SECTION 39 HOT MIX ASPHALT**

Issue Date: March 21, 2008

### **39-1 GENERAL**

#### **39-1.01 DESCRIPTION**

- Section 39 includes specifications for producing and placing hot mix asphalt (HMA) by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.
  - The special provisions specify one or more type of HMA, including:
    1. Type A
    2. Type B
    3. Open graded friction course (OGFC). OGFC includes hot mix asphalt (open graded), rubberized hot mix asphalt (open graded) (RHMA-O) and rubberized hot mix asphalt (open graded high binder) (RHMA-O-HB)
    4. Rubberized hot mix asphalt (gap graded) (RHMA-G)
  - The special provisions specify the HMA construction process, including:
    1. Standard
    2. Method
    3. Quality Control / Quality Assurance (QC / QA)

#### **39-1.02 MATERIALS**

##### **39-1.02A GEOSYNTHETIC PAVEMENT INTERLAYER**

- Geosynthetic pavement interlayer must comply with the specifications for pavement reinforcing fabric in Section 88, "Engineering Fabrics."

##### **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.

##### **39-1.02C ASPHALT BINDER**

- Asphalt binder in HMA must comply with Section 92, "Asphalts," or Section 39-1.02D, "Asphalt Rubber Binder." The special provisions specify the grade.

- Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

### 39-1.02D ASPHALT RUBBER BINDER

#### General

- Use asphalt rubber binder in RHMA-G, RHMA-O, and RHMA-O-HB. Asphalt rubber binder must be a combination of:

- Asphalt binder
- Asphalt modifier
- 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.

#### 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.

#### 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.

#### Asphalt Rubber Binder Design and Profile

- Submit in writing an asphalt rubber binder design and profile. In the design, designate the asphalt, asphalt modifier, and CRM and their proportions. The profile is not a 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

#### 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 @ 350 °F, centipoises	Quality Control	LP-11	1,500	4,000

#### 39-1.02E AGGREGATE

- Aggregate must be clean and free from deleterious substances. Aggregate:
  1. Retained on the No. 4 sieve is coarse
  2. Passing the No. 4 sieve is fine
  3. Added and passing the No. 30 sieve is supplemental fine, including:
    - 3.1. Hydrated lime
    - 3.2. Portland cement
    - 3.3. Fines from dust collectors
- The special provisions specify the aggregate gradation for each HMA type.

- The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The Engineer tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.
- Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

**Aggregate Gradation  
(Percentage Passing)  
HMA Types A and B**

3/4–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	90 - 100	TV ±5
1/2"	70 - 90	TV ±6
No. 4	45 - 55	TV ±7
No. 8	32 - 40	TV ±5
No. 30	12 - 21	TV ±4
No. 200	2 - 7	TV ±2

1/2–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 99	TV ±6
3/8"	75 - 95	TV ±6
No. 4	55 - 66	TV ±7
No. 8	38 - 49	TV ±5
No. 30	15 - 27	TV ±4
No. 200	2 - 8	TV ±2

3/8–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	95 - 100	TV ±6
No. 4	58 - 72	TV ±7
No. 8	34 - 48	TV ±6
No. 30	18 - 32	TV ±5
No. 200	2 - 9	TV ±2

No. 4 HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/8"	100	—
No. 4	95 - 100	TV ±7
No. 8	72 - 77	TV ±7
No. 30	37 - 43	TV ±7
No. 200	2 - 12	TV ±4

### Rubberized Hot Mix Asphalt - Gap Graded (RHMA-G)

#### 3/4-inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	95 - 100	TV ±5
1/2"	83 - 87	TV ±6
3/8"	65 - 70	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

#### 1/2-inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	90 - 100	TV ±6
3/8"	83 - 87	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

### Open Graded Friction Course (OGFC)

#### 1-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1 1/2"	100	—
1"	99 - 100	TV ±5
3/4"	85 - 96	TV ±5
1/2"	55 - 71	TV ±6
No. 4	10 - 25	TV ±7
No. 8	6 - 16	TV ±5
No. 200	1 - 6	TV ±2

#### 1/2-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 100	TV ±6
3/8"	78 - 89	TV ±6
No. 4	28 - 37	TV ±7
No. 8	7 - 18	TV ±5
No. 30	0 - 10	TV ±4
No. 200	0 - 3	TV ±2

#### 3/8-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	90 - 100	TV ±6
No. 4	29 - 36	TV ±7
No. 8	7 - 18	TV ±6
No. 30	0 - 10	TV ±5
No. 200	0 - 3	TV ±2

- Before the addition of asphalt binder and lime treatment, aggregate must comply with:

### Aggregate Quality

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Percent of crushed particles	CT 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min.) (Passing No. 4 sieve and retained on No. 8 sieve.)					
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	CT 211				
Loss at 100 Rev.		12	--	12	12
Loss at 500 Rev.		45	50	40	40
Sand equivalent (min.) <sup>a</sup>	CT 217	47	42	47	--
Fine aggregate angularity (% min.) <sup>b</sup>	AASHTO T 304 Method A	45	45	45	--
Flat and elongated particles (% max.) by weight @ 5:1)	ASTM D 4791	10	10	10	10
K <sub>c</sub> factor (max.)	CT 303	1.7	1.7	1.7	--
K <sub>f</sub> factor (max.)	CT 303	1.7	1.7	1.7	--

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 less than 10 percent of nonmanufactured sand by weight of total aggregate.

#### 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 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 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 FOR JOB MIX FORMULA

- Determine the proposed JMF from a mix design that complies with:

**Hot Mix Asphalt for Job Mix Formula**

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, prepare 3 briquettes separately at the proposed JMF 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 12 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. If you choose to determine bulk specific gravity with new briquettes and your tests fail, you may not test again using the stability briquettes.

### 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 dated within 12 months of production start, if applicable
4. Materials Safety Data Sheets (MSDS) for:
  - 4.1. Asphalt binder
  - 4.2. Base asphalt binder used in asphalt rubber binder
  - 4.3. CRM and asphalt modifier used in asphalt rubber binder
  - 4.4. Blended asphalt rubber binder mixture
  - 4.5. Supplemental fine aggregate except fines from dust collectors
  - 4.6. Antistrip additives

- If the JMF must be verified or if the Engineer requests, submit samples of the following materials in labeled containers weighing no more than 50 pounds each (notify the Engineer at least 2 business days before sampling materials):

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.

#### **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

- Test samples from the HMA plant to be used to determine possible JMF adjustments.
- 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. The Engineer verifies each proposed JMF within 20 days of receiving a complete JMF submittal and verification samples. 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 for Job Mix Formula 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  $\pm 0.3$  percent from optimum binder content)
  - 4.3. Dust proportion (report only if an adjustment for asphalt binder content target value is less than  $\pm 0.3$  percent from optimum binder content)
- If you request in writing, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling.
    - In the Engineer's presence, under California Test 125, 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 from any of the following locations:
      1. The plant
      2. A truck
      3. A windrow
      4. Behind a 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 prepares 3 briquettes from a single split sample. To verify the JMF for stability, 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 12 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 may prepare 3 new briquettes and determine a new bulk specific gravity. If the Engineer chooses to determine bulk specific gravity with new briquettes and the Engineer's tests fail, the Engineer may not test again using the stability briquettes.
        - 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.
      - The Engineer re-verifies the JMF if HMA production has stopped for longer than 30 days and the verified JMF is older than 12 months.
      - For each HMA type and aggregate size specified, the Engineer verifies at the State's expense up to 2 proposed JMF including a JMF adjusted after verification failure. The Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or if a JMF expires while HMA production is stopped longer than 30 days.

### **39-1.03F JOB MIX FORMULA ACCEPTANCE**

- You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

### **39-1.04 CONTRACTOR QUALITY CONTROL**

#### **39-1.04A GENERAL**

- Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results to the Engineer within 3 days of a request except when QC / QA is specified.

#### **39-1.04B PREPAVING CONFERENCE**

- Meet with the Engineer at a prepaying 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 CORES**

- For Standard and QC / QA projects, take 4-inch or 6-inch diameter cores at least once every 5 business days. Take 1 core for every 250 tons of HMA from random locations the Engineer designates. Take cores in the Engineer's presence and backfill and compact holes with material authorized by the Engineer. Before submitting a core to the Engineer, mark it with the core's location and place it in a protective container.

- If a core is damaged, replace it with a core taken within 1 foot longitudinally from the original core. Relocate any 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 separately for each stability 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 the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity. If you choose to determine bulk specific gravity with new briquettes and your tests fail, you may not test again using the stability briquettes.

### **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. Sampling must be statistically-based and random.

- The Engineer takes HMA and aggregate samples during production and splits each sample into 2 parts. The Engineer tests 1 part to verify quality control test results and reserves and stores the remaining part. 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 separately for each stability 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 12 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 may prepare 3 new briquettes and determine a new bulk specific gravity. If the Engineer chooses to determine bulk specific gravity with new briquettes and the Engineer tests fail, the Engineer may not test again using the stability briquettes.

### **39-1.06 DISPUTE RESOLUTION**

- You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer in writing within 5 days of receiving a test result if you dispute the test result.

- If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your HMA producer

- If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed HMA for evaluation.

### **39-1.07 PRODUCTION START-UP EVALUATION**

- The Engineer evaluates HMA production and placement at production start-up.
- Within the first 750 tons produced on the first day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

- Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125. 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 for compliance with specifications. You and the Engineer must report test results in writing within 3 business days of sampling.

- For Standard and QC / QA projects, take 4-inch or 6-inch diameter cores within the first 750 tons on the first day of HMA production. For each 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 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 350 °F and 425 °F when mixed with aggregate.
- Aggregate must not be more than 325 °F when mixed with asphalt binder. 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 pre-mix the asphalt binder and asphalt modifier before adding CRM. If you pre-mix asphalt binder and asphalt modifier, the asphalt binder must be between 350 °F and 425 °F when you add asphalt modifier. Mix them for at least 20 minutes. When you add CRM, the asphalt binder and asphalt modifier must be between 350 °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 350 °F and the lower of 425 °F or 10 °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 350 °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 Overlay over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing AC and PCC pavement	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

**Tack Coat Application Rates for OGFC**

OGFC over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA	0.03	0.04	0.03
Existing AC and PCC pavement	0.05	0.06	0.04
Planed pavement	0.06	0.07	0.05

- 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 change tack coat rates.
- 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**

- 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  $\pm$  0.03 gallon of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.
  - Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.
    - The minimum HMA thickness over the interlayer must be 0.12 foot thick including conform tapers. Do not place the interlayer on a wet or frozen surface.
    - Overlap the interlayer borders between 2 inches and 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.
    - You may use rolling equipment to correct distortions or wrinkles in the interlayer.
    - If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.
    - Before placing HMA on the interlayer, do not expose the interlayer to:
      1. Traffic except for crossings under traffic control and only after you place a small HMA quantity
      2. Sharp turns from construction equipment
      3. Damaging elements
  - Pave HMA on the interlayer during the same work shift.

#### **39-1.10 SPREADING AND COMPACTING EQUIPMENT**

- Paving equipment for spreading must be:
  1. Self-propelled
  2. Mechanical
  3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
  4. Equipped with a full-width compacting device
  5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope
  - Install and maintain grade and slope references.
  - The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.
  - The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.
  - Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.
    - In areas inaccessible to spreading and compacting equipment:
      1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
      2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

#### **39-1.11 TRANSPORTING, SPREADING, AND COMPACTING**

- Do not pave HMA on a wet pavement or frozen surface.
- You may deposit HMA in a windrow and load it in the paver if:
  1. Paver is equipped with a hopper that automatically feeds the screed
  2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
  3. Activities for deposit, pick-up, loading, and paving are continuous
  4. HMA temperature in the windrow does not fall below 260 °F
  - You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

- HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.
- Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

- HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

- Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

- Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Private drives
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Left turn pockets

- If the number of lanes change, pave each through lane's top layer before paving a changing 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 total layer thickness is between 0.125 foot and 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," if either:

1. Total paved thickness is less than 0.15 foot.
2. Total 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. Detours not included in the final roadway prism
- 3.4. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

- Do not allow traffic on new HMA pavement until its mid-depth temperature is below 160 °F.
- If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."
  - Spread sand at a rate between 1 pound and 2 pounds per square yard on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-3.03, "Fine Aggregate Grading." Keep traffic off the pavement until spreading sand is complete.

### **39-1.12 SMOOTHNESS**

#### **39-1.12A GENERAL**

- Determine HMA smoothness with a profilograph and a straightedge.
- Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.
  - If portland cement concrete is placed on HMA:
    1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade specified by the Engineer.
    2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade specified by the Engineer.

#### **39-1.12B STRAIGHTEDGE**

- The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:
  1. More than 0.01 foot when the straight edge is laid parallel with the centerline
  2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
  3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

#### **39-1.12C PROFILOGRAPH**

- Under California Test 526, determine the zero (null) blanking band Profile Index ( $PI_0$ ) and must-grinds on the top layer of HMA Type A, Type B, and RHMA-G pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.
  - A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.
  - For OGFC, only determine must-grinds when placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC.
    - Profile pavement in the Engineer's presence. Choose the time of profiling.
    - On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the  $PI_0$  must be at most 3 inches per 0.1-mile section.
    - On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the  $PI_0$  must be at most 6 inches per 0.1-mile section.
    - Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.
    - Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

- The following HMA pavement areas do not require a  $PI_0$ . You must measure these areas with a 12-foot straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than or equal to 0.25 foot

2. HMA sections of city or county streets and roads, turn lanes and collector lanes that are less than 1,500 feet in length
  - The following HMA pavement areas do not require a  $PI_0$ . You must measure these areas with a 12-foot straightedge:
    1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including pavement within the superelevation transitions of those curves
    2. Within 12 feet of a transverse joint separating the pavement from:
      - 2.1. Existing pavement not constructed under the same project
      - 2.2. A bridge deck or approach slab
    3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
    4. If steep grades and superelevation rates greater than 6 percent are present on:
      - 4.1. Ramps
      - 4.2. Connectors
    5. Turn lanes and areas around manholes or drainage transitions
    6. Acceleration and deceleration lanes for at-grade intersections
    7. Shoulders and miscellaneous areas
    8. 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 an overlay 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
  - After correcting for smoothness, measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge until the pavement is 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.

#### **39-1.14 SHOULDER RUMBLE STRIP**

- Construct shoulder rumble strips by rolling or grinding indentations in the top layer of new HMA surfacing.
- 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.
  - Rolled-in indentations must not vary from the specified dimensions by more than 10 percent.
  - Ground-in indentations must comply with the specified dimensions within 0.06 inch in depth or 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."
    - On ground areas, apply fog seal coat under Section 37-1, "Seal Coats."

### **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 prepping conference.

- The QCP must address the elements affecting HMA quality including:
  1. Aggregate
  2. Asphalt binder
  3. Additives
  4. Production
  5. Paving

##### **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	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 -0.70
HMA moisture content (% max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	1.0
Percent of maximum theoretical density (%) <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)	ASTM D 4791		Report only	Report only	Report only	Report only
Fine aggregate angularity (% min.)	AASHTO T 304, Method A		Report only	Report only	Report only	--
Voids filled with asphalt (%) <sup>i</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>i</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>j</sup> 18.0 – 23.0 <sup>j</sup>	--
Dust proportion <sup>1</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 @ 350 °F, centipoises	Section 39-1.02D	--	--	--	1,500 – 4,000	1,500 – 4,000
Crumb rubber modifier	Section 39-1.02D	--	--	--	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> Required for HMA Type A, Type B, and RHMA-G if the total paved thickness is at least 0.15 foot.

<sup>e</sup> Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

<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>1</sup> Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

<sup>j</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 ± 0.5	JMF +0.50 -0.70			
HMA moisture content (% max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0			
Percent of maximum theoretical density (%) <sup>e,f</sup>	CT 375	91 – 97	91 – 97	91 – 97	--			
Stabilometer value (min.) <sup>d,g</sup>	CT 366	30 37	30 35	-- 23	-- --			
No. 4 and 3/8" gradings 1/2" and 3/4" gradings								
Air voids content (%) <sup>d,h</sup>	CT 367	4 ± 2	4 ± 2	Specification ± 2	--			
Percent of crushed particles Coarse aggregate (% min.)	CT 205	90 75	25 --	-- 90	90 75			
One fractured face Two fractured faces								
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	12 45	-- 50	12 40	12 40			
Loss at 100 rev.								
Loss at 500 rev.								
Fine aggregate angularity (% min.)	AASHTO T 304, Method A	Report only	Report only	Report only	--			
Flat and elongated particles (%, max. by weight @ 5:1)	ASTM D 4791	Report only	Report only	Report only	Report only			
Voids filled with asphalt (%) <sup>i</sup>	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	--			
No. 4 grading								
3/8" grading								
1/2" grading								
3/4" grading								
Voids in mineral aggregate (% min.) <sup>i</sup>	LP-2	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 <sup>j</sup> 18.0 – 23.0 <sup>j</sup>	--			
No. 4 grading								
3/8" grading								
1/2" grading								
3/4" grading								
Dust proportion <sup>i</sup>	LP-4	0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	--			
No. 4 and 3/8" gradings								
1/2" and 3/4" gradings								

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 percent of maximum theoretical density if the total paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each 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 determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

<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> Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

<sup>j</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 core you take from each 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each core by determining the core's density and dividing by the maximum theoretical density.

- If the total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from cores taken from the final layer measured the full depth of the total paved HMA thickness.

- For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:



**Reduced Payment Factors for Percent of Maximum Theoretical Density**

HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

**39-2.04 TRANSPORTING, SPREADING, AND COMPACTING**

- Determine the number of rollers needed to obtain the specified density and surface finish.

**39-3 METHOD**

**39-3.01 DESCRIPTION**

- If HMA is specified as Method, construct it under Section 39-1, "General," this Section 39-3, "Method," and Section 39-5, "Measurement and Payment."

**39-3.02 ENGINEER'S ACCEPTANCE**

**39-3.02A TESTING**

- The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Method**

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Aggregate gradation <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 ± 0.5	JMF +0.50 -0.70
HMA moisture content (% max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0
Stabilometer value (min.) <sup>c, d</sup>  No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	30	30	--	--
		37	35	23	--
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	90 75	25 --	-- 90	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
Air voids content (%) <sup>c, e</sup>	CT 367	4 ± 2	4 ± 2	Specification ± 2	--
Fine aggregate angularity (% min.)	AASHTO T 304, Method A	Report only	Report only	Report only	--
Flat and elongated particles (% max. by weight @ 5:1)	ASTM D 4791	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3	76.0 – 80.0	76.0 – 80.0	Report only	--
		73.0 – 76.0	73.0 – 76.0		
		65.0 – 75.0	65.0 – 75.0		
		65.0 – 75.0	65.0 – 75.0		
Voids in mineral aggregate (% min.) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2	17.0	17.0	--	--
		15.0	15.0	--	
		14.0	14.0	18.0 – 23.0 <sup>g</sup>	
		13.0	13.0	18.0 – 23.0 <sup>g</sup>	
Dust proportion <sup>f</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	12-foot straightedge	12-foot straightedge	12-foot straightedge

		and must-grind	and must-grind	and must-grind	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> 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> Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

<sup>g</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
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 280 °F.
  3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 °F.
  4. Complete finish compaction before the surface temperature drops below 200 °F.
  5. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.
- For OGFC with unmodified asphalt binder:
  1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
  2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
  3. Complete all compaction before the surface temperature drops below 200 °F.
  4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.
- For OGFC with modified asphalt binder except asphalt rubber binder:
  1. Only spread and compact if the atmospheric temperature is at least 50 °F and the surface temperature is at least 50 °F.
  2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
  3. Complete all compaction before the surface temperature drops below 180 °F.
  4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

- For RHMA-O and RHMA-O-HB:
  1. Only spread and compact if the atmospheric temperature is at least 55 °F and surface temperature is at least 60 °F.
  2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 °F.
  3. Complete compaction before the surface temperature drops below 250 °F.
  4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.
- For RHMA-G and OGFC, tarpaulins are not required if the time from discharge to truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.
  - HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.
    - Start rolling at the lower edge and progress toward the highest part.
    - Perform breakdown compaction of each layer of HMA Type A, Type B, and RHMA-G with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the HMA layer thickness is less than 0.15 foot.
    - Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not to exceed 5 mph.
    - Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.
  - Compact OGFC with 2 coverages using steel-tired rollers.

### **39-4 QUALITY CONTROL / QUALITY ASSURANCE**

#### **39-4.01 DESCRIPTION**

- If HMA is specified as Quality Control / Quality Assurance, construct it under Section 39-1, "General," this Section 39-4, "Quality Control / Quality Assurance," and Section 39-5, "Measurement and Payment."

#### **39-4.02 GENERAL**

- The QC / QA construction process consists of:
  1. Establishing, maintaining, and changing if needed a quality control system providing assurance the HMA complies with the specifications
  2. Sampling and testing at specified intervals, or sublots, to demonstrate compliance and to control process
  3. The Engineer sampling and testing at specified intervals to verify testing process and HMA quality
  4. The Engineer using test results, statistical evaluation of verified quality control tests, and inspection to accept HMA for payment
- A lot is a quantity of HMA. The Engineer designates a new lot when:
  1. 20 sublots are complete
  2. The JMF changes
  3. Production stops for more than 30 days
- Each lot consists of no more than 20 sublots. A 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 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 prepping 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	
Percent of maximum 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, h</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 37	30 35	-- 23		48 hours
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	
			75	--	90			
			70	20	70			
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.)	AASHTO T 304, Method A			Report only	Report only	Report only		CT 125
Flat and elongated particle (% max. by mass @ 5:1)	ASTM D 4791							CT 125
Voids filled with asphalt (%) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2			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-2
Voids in mineral aggregate (% min.) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 <sup>j</sup> 18.0 – 23.0 <sup>j</sup>	LP-3		
Dust proportion <sup>1</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 @ 350 °F, centipoises	Section 39-1.02D	--	--	--	1,500 – 4,000	Section 39-1.02D	24 hours	
Crumb rubber modifier	Section 39-1.02D	--	--	--	Section 39-1.02D	Section 39-1.02D	48 hours	

Notes:

<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> Required for HMA Type A, Type B, and RHMA-G if the total paved thickness is at least 0.15 foot.

<sup>d</sup> Determine maximum theoretical density (California Test 309) at the frequency specified for test maximum density under California Test 375, Part 5 D.

<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> Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

<sup>j</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,  $Q_{FC}$ , or an individual quality factor,  $Q_{F_{QCi}}$  for  $i = 3, 4, \text{ or } 5$ , is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor,  $Q_{F_{QCi}}$  for  $i = 1 \text{ or } 2$ , is below 0.75
3. Quality characteristics for which a quality factor,  $Q_{F_{QCi}}$ , is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

#### **39-4.03D CHARTS AND RECORDS**

- Record sampling and testing results for quality control on forms provided in the "Quality Control Manual for Hot Mix Asphalt Production and Placement," 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. Test forms with the testers' signatures and Quality Control Manager's initials.
  - 2.2. Inspection forms with the inspectors' signatures and Quality Control Manager's initials.
  - 2.3. A list and explanation of deviations from the specifications or regular practices.
  - 2.4. A signed statement by the Quality Control Manager that says:

"It is hereby certified that the information contained in this record is accurate, and that information, tests, or calculations documented herein comply with the specifications of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as part of this record."

- Retain for inspection the records generated as part of quality control including inspection, sampling, and testing for at least 3 years after final acceptance.

**39-4.03F STATISTICAL EVALUATION**

**General**

- Determine a lot's composite quality factor,  $QF_C$ , and the individual quality factors,  $QF_{QC_i}$ . Perform statistical evaluation calculations to determine these quality factors based on quality control test results for:

1. Aggregate gradation
2. Asphalt binder content
3. Percent of maximum theoretical density

- The Engineer grants a waiver and you must use 1.0 as the individual quality factor for percent of maximum theoretical density,  $QF_{QC5}$ , for HMA paved in:

1. Areas where the 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. Detours not part of the finished roadway prism
6. Areas where, in the opinion of the Engineer, compaction or compaction measurement by conventional methods is impeded

**Statistical Evaluation Calculations**

- Use the Variability-Unknown / Standard Deviation Method to determine the percentage of a lot not in compliance with the specifications. The number of significant figures used in the calculations must comply with AASHTO R-11, Absolute Method.

- Determine the percentage of work not in compliance with the specification limits for each quality characteristic as follows:

1. Calculate the arithmetic mean ( $\bar{X}$ ) 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 (QL);

$$Q_L = \frac{\bar{X} - LSL}{s}$$

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:



2. If  $Q_U$  or  $Q_L$  are negative values,  $P_U$  or  $P_L$  is equal to 100 minus the table value for  $P_U$  or  $P_L$ .

**Quality Factor Determination**

- Determine individual quality factors,  $QF_{QC_i}$ , 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<sub>C</sub> = the composite quality factor for the lot rounded to 2 decimal places.
- QF<sub>QC*i*</sub> = the quality factor for the individual quality characteristic.
- w = the weighting factor listed in the table HMA Acceptance – QC / QA.
- i = the quality characteristic index number in the table HMA Acceptance – QC / QA.

### 39-4.04 ENGINEER'S QUALITY ASSURANCE

#### 39-4.04A GENERAL

- The Engineer assures quality by:
  1. Reviewing mix designs and proposed JMF
  2. Inspecting procedures
  3. Conducting oversight of quality control inspection and records
  4. Verification sampling and testing during production and paving

#### 39-4.04B VERIFICATION SAMPLING AND TESTING

##### General

- The Engineer samples:
  1. Aggregate to verify gradation
  2. HMA to verify asphalt binder content

##### Verification

- For aggregate gradation and asphalt binder content, the ratio of verification testing frequency to the minimum quality control testing frequency is 1:5. The Engineer performs at least 3 verification tests per lot.
- Using the t-test, the Engineer compares quality control tests results for aggregate gradation and asphalt binder content with corresponding verification test results. The Engineer uses the average and standard deviation of up to 20 sequential sublots for the comparison. When there are less than 20 sequential sublots, the Engineer uses the maximum number of sequential sublots available. The 21st sublot becomes the 1st sublot (n = 1) in the next lot.
- The t-value for a group of test data is computed as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- n<sub>c</sub> = Number of quality control tests (2 minimum, 20 maximum).
- n<sub>v</sub> = Number of verification tests (minimum of 1 required).
- $\bar{X}_c$  = Mean of quality control tests.
- $\bar{X}_v$  = Mean of verification tests.
- S<sub>p</sub> = Pooled standard deviation (When n<sub>v</sub> = 1, S<sub>p</sub> = S<sub>c</sub>).
- S<sub>c</sub> = Standard deviation of quality control tests.
- S<sub>v</sub> = Standard deviation of verification tests (when n<sub>v</sub> > 1).

- The comparison of quality control test results and the verification test results is at a level of significance of α = 0.025. The Engineer computes t and compares it to the critical t-value, t<sub>crit</sub>, from:

**Critical T-Value**

Degrees of freedom ( $n_c+n_v-2$ )	$t_{crit}$ (for $\alpha = 0.025$ )	Degrees of freedom ( $n_c+n_v-2$ )	$t_{crit}$ (for $\alpha = 0.025$ )
1	24.452	18	2.445
2	6.205	19	2.433
3	4.177	20	2.423
4	3.495	21	2.414
5	3.163	22	2.405
6	2.969	23	2.398
7	2.841	24	2.391
8	2.752	25	2.385
9	2.685	26	2.379
10	2.634	27	2.373
11	2.593	28	2.368
12	2.560	29	2.364
13	2.533	30	2.360
14	2.510	40	2.329
15	2.490	60	2.299
16	2.473	120	2.270
17	2.458	$\infty$	2.241

- If the t-value computed is less than or equal to  $t_{crit}$ , quality control test results are verified.
- If the t-value computed is greater than  $t_{crit}$  and both  $\bar{X}_v$  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  $t_{crit}$  and the  $|\bar{X}_v - \bar{X}_c|$  for grading and asphalt binder content are greater than the allowable differences, quality control test results are not verified and:

1. The Engineer notifies you in writing.
2. You and the Engineer must investigate why the difference exist.
3. If the reason for the difference cannot be found and corrected, the Engineer's test results are used for acceptance and pay.

**39-4.05 ENGINEER'S ACCEPTANCE**

**39-4.05A TESTING**

- The Engineer samples for acceptance testing and tests for:

**HMA Acceptance – QC / QA**

Index (i)	Quality Characteristic				Weight -ing Factor (w)	Test Method	HMA Type		
							A	B	RHMA-G
	Aggregate gradation <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	Percent of maximum 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	Specifica-tion ± 2
	Percent of crushed particles coarse aggregate (% min.)					CT 205			
	One fractured face						90	25	--
	Two fractured faces						70	--	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	45
	Fine aggregate angularity (% min.)					AASHTO T 304, Method A	Report only	Report only	Report only
	Flat and elongated particle (% max. by mass @ 5:1)					ASTM D 4791	Report only	Report only	Report only
	Voids in mineral aggregate (% min.) <sup>i</sup>								(Note j)
	No. 4 grading						17.0	17.0	--
	3/8" grading					LP-2	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>i</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>i</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	Report only



	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 percent of maximum theoretical density if the total paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each 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>e</sup> The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

<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> Report only if the adjustment for asphalt binder content target value is less than ± 0.3 percent from OBC.

<sup>j</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 cores you take from every 750 tons of production or part thereof divided by the maximum theoretical density.

- If the total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from cores taken from the final layer measured the full depth of the total paved HMA thickness.

- The Engineer stops production and terminates a lot if:

1. The lot's composite quality factor, Q<sub>FC</sub>, or an individual quality factor, Q<sub>FQ<sub>CI</sub></sub> for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor, Q<sub>FQ<sub>CI</sub></sub> for i = 1 or 2, is below 0.75
3. Quality characteristics for which a quality factor, Q<sub>FQ<sub>CI</sub></sub>, 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, Q<sub>FQ<sub>CI</sub></sub>, is not determined, except smoothness, if 2 consecutive acceptance test results do not comply with specifications:

1. Stop production.
2. Take corrective action.

3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

**39-4.05B STATISTICAL EVALUATION, DETERMINATION OF QUALITY FACTORS AND ACCEPTANCE**

**Statistical Evaluation and Determination of Quality Factors**

- To determine the individual quality factor,  $QF_{QC_i}$  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

**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 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 table "HMA Acceptance – QC / QA" 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  $i = 3, 4,$  and  $5,$  is 0.90 or greater
3. Each individual quality factor,  $QF_{QC_i}$  for  $i = 1$  and  $2,$  is 0.75 or greater

- No single quality characteristic test may represent more than the smaller of 750 tons or 1 day's production.

**Payment Adjustment**

- If a lot is accepted, the Engineer adjusts payment with the following formula:

$$PA = \sum_{i=1}^n HMA CP * w_i * [QF_{QC_i} * (HMATT - WHMATT_i) + WHMATT_i] - (HMA CP * HMATT)$$

where:

PA =	Payment adjustment rounded to 2 decimal places.
HMA CP =	HMA contract price.
HMATT =	HMA total tons represented in the lot.
WHMATT <sub>i</sub> =	Total tons of waived quality characteristic HMA.
QF <sub>QC<sub>i</sub></sub> =	Running quality factor for the individual quality characteristic. QF <sub>QC<sub>i</sub></sub> for $i = 1$ through 4 must be from verified Contractor's QC results. QF <sub>QC<sub>5</sub></sub> must be determined from the Engineer's results on 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 sublots become a lot for which the Engineer determines a quality factor. The Engineer uses this quality factor to pay for the HMA in the lot. If the next lot consists of less than 8 sublots, these sublots must be added to the previous lot for quality factor determination using 21 to 27 sublots.

#### **39-4.05C DISPUTE RESOLUTION**

- For a lot, if you or the Engineer dispute any quality factor,  $QF_{QC_i}$ , 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 shoulder rumble strips is measured by the station along each shoulder on which the rumble strips are constructed without deductions for gaps between indentations.
- 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 contract prices paid per station for rumble strips 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 rumble strips, including fog seal 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 State will pay 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.
- If there is no item for tack coat and the work is specified, full compensation for tack coat is included in the contract price paid per ton for hot mix asphalt as designated in the Engineer's Estimate and no separate payment will be made therefor.
- The Engineer does not adjust payment for increases or decreases in the quantities for tack coat, regardless of the reason for the increase or decrease. Section 4-1.03B, "Increased or Decreased Quantities," does not apply to the items for tack coat.

- Full compensation for performing smoothness testing, submitting written and electronic copies of tests, and performing corrective work including applying fog seal coat is included in the contract price paid per ton for the HMA designated in the Engineer's Estimate and no separate payment will be made therefor.
- Full compensation for spreading sand on RHMA-G, RHMA-O, and RHMA-O-HB surfaces and for sweeping and removing excess sand is included in the contract price paid per ton for rubberized hot mix asphalt as designated in the Engineer's Estimate and no separate payment will be made therefor.
- If the Engineer fails to comply with a specification within a specified time, and if, in the opinion of the Engineer, work completion is delayed because of the failure, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."
- If the dispute resolution ITP determines the Engineer's test results are correct, the Engineer deducts the ITP's testing costs from payments. If the ITP determines your test results are correct, the State pays the ITP's testing costs. If, in the Engineer's opinion, work completion is delayed because of incorrect Engineer test results, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

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

Issue Date: January 5, 2007

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

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

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

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

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

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

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

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

Issue Date: January 5, 2007

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

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

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

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

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

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

## **SECTION 49: PILING**

Issue Date: June 6, 2008

The 4th paragraph of Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

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

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

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

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

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

The 9th paragraph of Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

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

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

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

The 1st paragraph of Section 49-6.01, "Measurement," of the Standard Specifications is amended to read:

- The length of timber, steel, and precast prestressed concrete piles, and of cast-in-place concrete piles consisting of driven shells filled with concrete, shall be measured along the longest side, from the tip elevation shown on the plans to the plane of pile cut-off.

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

- When pile tips are revised by the Engineer for timber, steel, and precast prestressed concrete piles, and for cast-in-place concrete piles consisting of driven shells filled with concrete, the additional length required, including all materials, equipment, and labor for furnishing, splicing, and installing the piling, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."
- All remedial work required to achieve the required nominal resistance, including suspending driving operations above the required tip elevation and re-driving piles at a later time, when directed by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

## **SECTION 50: PRESTRESSING CONCRETE**

Issue Date: April 4, 2008

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 51: CONCRETE STRUCTURES**

Issue Date: May 2, 2008

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

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

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

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

The 6th paragraph of Section 51-1.11, "Construction Methods," of the Standard Specifications is amended to read:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

- The preformed elastomeric joint seal must conform to the requirements in ASTM D 2628 and the following:
  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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**51-1.17A DECK CRACK TREATMENT**

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

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

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

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

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

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

- The placement plan for construction shall include the following:

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

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

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

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

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

• Before using methacrylate resin, a Material Safety Data Sheet shall be submitted for each shipment of resin.

• Methacrylate resin shall be low odor and have a high molecular weight. Before adding initiator, the resin shall have a maximum volatile content of 30 percent when tested in conformance with the requirements in ASTM Designation: D 2369, and shall conform to the following:

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

### 51-1.17A(3) Testing

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

### 51-1.17A(4) Construction

- Equipment shall be fitted with suitable traps, filters, drip pans, or other devices as necessary to prevent oil or other deleterious material from being deposited on the deck.
- Before deck treatment with methacrylate resin, the bridge deck surface shall be cleaned by abrasive blasting, and all loose material shall be blown from visible cracks using high-pressure air. Concrete curing seals shall be cleaned from the deck surface to be treated, and the deck shall be dry when blast cleaning is performed. If the deck surface becomes contaminated at any time before placing the resin, the deck surface shall be cleaned by abrasive blasting.

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

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

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

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

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

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

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

## SECTION 52: REINFORCEMENT

Issue Date: December 7, 2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 53: SHOTCRETE**

Issue Date: November 2, 2007

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

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

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

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

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

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

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

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

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

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

## SECTION 55: STEEL STRUCTURES

Issue Date: May 2, 2008

The 3rd paragraph of Section 55-1.05, "Falsework," of the Standard Specifications is amended to read:

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

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

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

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

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

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

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

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

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



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

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

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

## **SECTION 56: SIGNS**

Issue Date: March 16, 2007

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

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

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

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

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

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

## **SECTION 59: PAINTING**

Issue Date: May 1, 2006

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

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

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

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements in SSPC-PA 2, "Measurement of Dry Coating Thickness with Magnetic Gages," of the "SSPC: The Society for Protective Coatings," except that there shall be no limit to the number or location of spot measurements to verify compliance with specified thickness requirements.

## **SECTION 64: PLASTIC PIPE**

Issue Date: July 31, 2007

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

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

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

- The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

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

Issue Date: July 31, 2007

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

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

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

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

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

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

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

- The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

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

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

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

Issue Date: July 31, 2007

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

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

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

- The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

## **SECTION 68: SUBSURFACE DRAINS**

Issue Date: July 31, 2007

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

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

The thirteenth paragraph of Section 68-3.03, "Installation," of the Standard Specifications is amended to read:

- Cement treated permeable material, which is not covered with hot mix asphalt within 12 hours after compaction of the permeable material, shall be cured by either sprinkling the material with a fine spray of water every 4 hours during daylight hours or covering the material with a white polyethylene sheet, not less than 6 mils thick. The above curing requirements shall begin at 7:00 a.m. on the morning following compaction of the cement treated permeable material and continue for the next 72 hours or until the material is covered with hot mix asphalt, whichever is less. The cement treated permeable material shall not be sprayed with water during the first 12 hours after compacting, but may be covered with the polyethylene sheet during the first 12 hours or prior to the beginning of the cure period.

The seventeenth and eighteenth paragraphs of Section 68-3.03, "Installation," of the Standard Specifications are amended to read:

- Hot mix asphalt for backfilling trenches in existing paved areas shall be produced from commercial quality aggregates and asphalt and mixed at a central mixing plant. The aggregate shall conform to the 3/4 inch grading, or the 1/2 inch grading for Type A and Type B hot mix asphalt specified in Section 39-1.02E, "Aggregate." The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate, as determined by the Engineer.
- Hot mix asphalt backfill shall be spread and compacted in approximately 2 equal layers by methods that will produce a hot mix asphalt surfacing of uniform smoothness, texture and density. Each layer shall be compacted before the temperature of the mixture drops below 250° F. Prior to placing the hot mix asphalt backfill, a tack coat of asphaltic emulsion conforming to the provisions in Section 94, "Asphaltic Emulsions," shall be applied to the vertical edges of existing pavement at an approximate rate of 0.05-gallon per square yard.

The twentieth paragraph of Section 68-3.03, "Installation," of the Standard Specifications is amended to read:

- Type A pavement markers conforming to the details shown on the plans and the provisions in Section 85, "Pavement Markers," shall be placed on paved shoulders or dikes at outlet, vent and cleanout locations as directed by the Engineer. The waiting period for placing pavement markers on new hot mix asphalt surfacing will not apply.

Section 68-3.05, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per linear foot for plastic pipe (edge drain) of the size or sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing edge drains complete in place, including excavation (and removal of any concrete deposits that may occur along the lower edge of the concrete pavement in Type 1 installations) and hot mix asphalt backfill for Type 1 edge drain installation, tack coat, filter fabric, and treated permeable material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

- The contract price paid per linear foot for plastic pipe (edge drain outlet) of the size or sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing edge drain outlets, vents and cleanouts complete in place, including outlet and vent covers, expansion plugs, pavement markers, concrete splash pads, connecting outlets and vents to drainage facilities, and excavation and backfill [aggregate base, hot mix asphalt, tack coat, and native material] for outlets, vents, and cleanouts to be installed in embankments and existing shoulders, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

### **SECTION 69: OVERSIDE DRAINS**

Issue Date: July 31, 2007

The first paragraph of Section 69-1.01, "Description," of the Standard Specifications is amended to read:

- This work shall consist of furnishing and installing entrance tapers, pipe downdrains, tapered inlets, flume downdrains, anchor assemblies, reducers, slip joints and hot mix asphalt overside drains to collect and carry surface drainage down the roadway slopes as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.

Section 69-1.02D, "Asphalt Concrete," of the Standard Specifications is amended to read:

#### **69-1.02D Hot Mix Asphalt**

- Hot mix asphalt for overside drains shall conform to the provisions in Section 39-1.13, "Miscellaneous Areas."

Section 69-1.04, "Asphalt Concrete Overside Drains," is amended to read:

#### **69-1.04 HOT MIX ASPHALT OVERSIDE DRAINS**

- Hot mix asphalt overside drains shall be constructed as shown on the plans or as directed by the Engineer. The hot mix asphalt shall be placed in conformance with the provisions in Section 39-1.13, "Miscellaneous Areas."

The second paragraph of Section 69-1.06, "Payment," of the Standard Specifications is amended to read:

- Quantities of hot mix asphalt placed for overside drains will be paid for as provided in Section 39-5, "Measurement and Payment," for hot mix asphalt placed in miscellaneous areas.

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

Issue Date: January 5, 2007

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

- Precast concrete flared end sections shall conform to the requirements for Class III Reinforced Concrete Pipe in AASHTO Designation: M 170M. Cementitious materials and aggregate shall conform to the provisions in Section 90-2, "Materials," except that mortar strengths relative to Ottawa sand and grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO

Designation: M 170. The area of steel reinforcement per meter of flared end section shall be at least equal to the minimum steel requirements for circular reinforcement in circular pipe for the internal diameter of the circular portion of the flared end section. The basis of acceptance of the precast concrete flared end section shall conform to the requirements of Section 5.1.2 of AASHTO Designation: M 170.

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

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

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

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

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

Issue Date: July 31, 2007

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

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

The fifteenth paragraph of Section 73-1.06, "Sidewalk, Gutter Depression, Island Paving, Curb Ramp (Wheelchair Ramp) and Driveway Construction," of the Standard Specifications is amended to read:

- Where hot mix asphalt or portland cement concrete pavements are to be placed around or adjacent to manholes, pipe inlets or other miscellaneous structures in sidewalk, gutter depression, island paving, curb ramps or driveway areas, the structures shall not be constructed to final grade until after the pavements have been constructed for a reasonable distance on each side of the structures.

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

Issue Date: January 18, 2008

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

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

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

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

tolerances. Thread dimensions for internally threaded concrete anchorage devices shall conform to the requirements in ASTM A 563.

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

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

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

\* Maximum stud diameter permitted for mechanical expansion anchors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 80: FENCES**

Issue Date: January 5, 2007

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

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

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

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

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

Issue Date: August 17, 2007

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

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

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

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

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

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

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

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

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

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

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

- 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.

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

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

## **SECTION 85: PAVEMENT MARKERS**

Issue Date: July 31, 2007

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



- Pavement markers shall not be placed on new hot mix asphalt surfacing or seal coat until the surfacing or seal coat has been opened to public traffic for a period of not less than 7 days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used.

The second sentence of the fourteenth paragraph in Section 85-1.06, "Placement," of the Standard Specifications is amended to read:

- Cleaning shall be done by blast cleaning on all surfaces regardless of age or type, except that blast cleaning of clean, new hot mix asphalt and clean, new seal coat surfaces will not be required when hot melt bituminous adhesive is used.

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

Issue Date: July 31, 2007

The first sentence of the first paragraph of Section 86-2.02, "Removing and Replacing Improvements," of the Standard Specifications is amended to read:

- Improvements such as sidewalks, curbs, gutters, portland cement concrete and hot mix asphalt pavement, underlying material, lawns and plants and any other improvements removed, broken or damaged by the Contractor's operations, shall be replaced or reconstructed with the same kind of material as found on the work or with materials of equal quality.

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

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

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

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

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

- E. Prior to spreading hot mix asphalt, tack coat shall be applied in conformance with the provisions in Section 39, "Hot Mix Asphalt." Spreading and compacting of hot mix asphalt shall be performed by any method which will produce a hot mix asphalt surfacing of uniform smoothness, texture and density.

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

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

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

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

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

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

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

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

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

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

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

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

The second sentence of the first paragraph of subsection, "Elastomeric Sealant," of Section 86-5.01A(5), "Installation Details," of the Standard Specifications is amended to read:

- Sealant shall be suitable for use in both hot mix asphalt and portland cement concrete.

The first sentence of the first paragraph of subsection, "Asphatic Emulsion Sealant," of Section 86-5.01A(5), "Installation Details," of the Standard Specifications is amended to read:

- Asphaltic emulsion sealant shall conform to the requirements in State Specification 8040-41A-15 and shall be used only for filling slots in hot mix asphalt pavement.

The third sentence of the first paragraph of subsection, "Hot-Melt Rubberized Asphalt Sealant," of Section 86-5.01A(5), "Installation Details," of the Standard Specifications is amended to read:

- Sealant shall be suitable for use in both hot mix asphalt and portland cement concrete.

The tenth paragraph of subsection, "Hot-Melt Rubberized Asphalt Sealant," of Section 86-5.01A(5), "Installation Details," of the Standard Specifications is amended to read:

- If hot mix asphalt surfacing is to be placed, the loop conductors shall be installed prior to placing the uppermost layer of hot mix asphalt. The conductors shall be installed, as shown on the plans, in the compacted layer of hot mix asphalt immediately below the uppermost layer. Installation details shall be as shown on the plans, except the sealant shall fill the slot flush to the surface.

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

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

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

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

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

Issue Date: January 5, 2007

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

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

### **90-1 GENERAL**

#### **90-1.01 DESCRIPTION**

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- The Contractor shall determine the mix proportions for concrete in conformance with these specifications.
- Class 1 concrete shall contain not less than 675 pounds of cementitious material per cubic yard.
- Class 2 concrete shall contain not less than 590 pounds of cementitious material per cubic yard.
- Class 3 concrete shall contain not less than 505 pounds of cementitious material per cubic yard.
- Class 4 concrete shall contain not less than 420 pounds of cementitious material per cubic yard.
- Minor concrete shall contain not less than 550 pounds of cementitious material per cubic yard unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic yard of concrete in structures or portions of structures shall conform to the following:

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

- Whenever the 28-day compressive strength shown on the plans is greater than 3,600 pounds per square inch, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 4,000 pounds per square inch or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 3,600 pounds per square inch or less are shown for design information only and are not a requirement for acceptance of the concrete.

- Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.

- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, supplementary cementitious material shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

- If any concrete has a cementitious material, portland cement, or supplementary cementitious material content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.25 for each pound of cementitious material, portland cement, or supplementary cementitious material that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.

- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

## 90-2 MATERIALS

### 90-2.01 CEMENTITIOUS MATERIALS

- Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V portland cement and a supplementary cementitious material, or a blended cement.

- Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.

- Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be piled to permit access for tallying, inspecting, and identifying each shipment.

- Facilities shall be provided to ensure that cementitious materials meeting this Section 90-2.01 are kept separate from other cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.

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

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

- Portland cement shall conform to the requirements in ASTM Designation: C 150 except, using a 10-sample moving average, limestone shall not exceed 2.5 percent. The C<sub>3</sub>S content of Type II cement shall not exceed 65 percent.
- Blended cement shall conform to the requirements for Portland Blast-Furnace Slag, Cement Type IS (MS) or Portland-Pozzolan Cement, Type IP (MS) in AASHTO Designation: M 240 and shall be comprised of an intimate and uniform blend of Type II or Type V cement and supplementary cementitious material in an amount conforming to the requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials."
- In addition, blended cement, Type II portland cement, and Type V portland cement shall conform to the following requirements:
  - A. The cement shall not contain more than 0.60-percent by mass of alkalis, calculated as the percentage of Na<sub>2</sub>O plus 0.658 times the percentage of K<sub>2</sub>O, when determined by methods as required in AASHTO Designation: T 105;
  - B. The autoclave expansion shall not exceed 0.50-percent; and
  - C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010-percent and shall not contract in air more than 0.048-percent, except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053-percent.
- Type III portland cement shall be used only as specified in the special provisions or with the approval of the Engineer. Type III portland cement shall conform to the additional requirements listed above for Type II portland cement, except when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075-percent.

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

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

- Ground Granulated Blast Furnace Slag (GGBFS) shall conform to the requirements in AASHTO Designation: M 302, Grade 100 or Grade 120.
- Silica Fume shall conform to the requirements of AASHTO Designation: M 307, with reduction in mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

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

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

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

• Use of SCMs shall conform to the following:

A. If fly ash or natural pozzolan is used:

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

B. If silica fume is used:

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

C. If GGBFS is used:

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

**90-2.02 AGGREGATES**

• Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.

- The Contractor shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.
- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."
- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index,  $D_f$ , of the fine aggregate is 60 or greater when tested for durability in conformance with California Test 229.
  - If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."
  - If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
  - If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
  - The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs are in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."
  - No single Cleanness Value, Sand Equivalent, or aggregate grading test shall represent more than 300 cubic yards of concrete or one day's pour, whichever is smaller.
  - When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

**90-2.02A COARSE AGGREGATE**

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

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

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

- A. Coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested in conformance with the requirements in California Test 227; and
- B. Prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

**90-2.02B FINE AGGREGATE**

- Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.
- Fine aggregate shall conform to the following quality requirements:

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

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

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

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

**90-2.03 WATER**

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

- In nonreinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1,500 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417.

- In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

- Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na<sub>2</sub>O + 0.658 K<sub>2</sub>O) as determined on the



filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than  $\pm 0.010$  during a day's operations.

**90-2.04 ADMIXTURE MATERIALS**

- Admixture materials shall conform to the requirements in the following ASTM Designations:
  - A. Chemical Admixtures—ASTM Designation: C 494.
  - B. Air-entraining Admixtures—ASTM Designation: C 260.

**90-3 AGGREGATE GRADINGS**

**90-3.01 GENERAL**

- Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

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

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

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

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

**90-3.02 COARSE AGGREGATE GRADING**

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

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

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

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

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

**90-3.03 FINE AGGREGATE GRADING**

- Fine aggregate shall be graded within the following limits:

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

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

- In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the No. 16 sieve and the total percentage passing the No. 30 sieve shall be between 10 and 40, and the difference between the percentage passing the No. 30 and No. 50 sieves shall be between 10 and 40.

- Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

**90-3.04 COMBINED AGGREGATE GRADINGS**

- Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein.

- The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 1 1/2 inch, maximum grading, or the 1 inch, maximum grading, at the option of the Contractor.

**Grading Limits of Combined Aggregates**

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

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

**90-4 ADMIXTURES**

**90-4.01 GENERAL**

- Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.
- Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined by California Test 415, shall not be used.
- Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.
- If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.
- Chemical admixtures shall be used in conformance with the manufacturer's written recommendations.

**90-4.02 MATERIALS**

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

**90-4.03 ADMIXTURE APPROVAL**

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

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

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

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

- The Contractor may use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:

- A. If a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by weight, except that the resultant cementitious material content shall be not less than 505 pounds per cubic yard; and
- B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **90-5 PROPORTIONING**

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

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

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

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

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

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

#### **90-5.02 PROPORTIONING DEVICES**

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

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

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

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

zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the cement and supplementary cementitious material. Equipment for weighing cement or supplementary cementitious material separately shall have a zero tolerance of  $\pm 0.5$  percent of their designated individual batch weights. Equipment for measuring water shall have a zero tolerance of  $\pm 0.5$  percent of its designated weight or volume.

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

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

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

### **90-5.03 PROPORTIONING**

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

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

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

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

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

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

- The scales and weigh hoppers for bulk weighing cement, supplementary cementitious material, or cement plus supplementary cementitious material shall be separate and distinct from the aggregate weighing equipment.

- For batches of one cubic yard or more, the batching equipment shall conform to one of the following combinations:

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

- In order to check the accuracy of batch weights, the gross weight and tare weight of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

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

- Aggregates and bulk supplementary cementitious material for use in pavement shall be proportioned by weight by means of automatic proportioning devices of approved type conforming to these specifications.

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

- The batching of cement, supplementary cementitious material, or cement plus supplementary cementitious material and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper are charged with weights that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- If interlocks are required for cement and supplementary cementitious material charging mechanisms and cement and supplementary cementitious material are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- If concrete is completely mixed in stationary paving mixers, the supplementary cementitious materials shall be weighed in a separate weigh hopper and the supplementary cementitious material and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the Contractor provides certification that the stationary mixer is capable of mixing the cement, supplementary cementitious material, aggregates, and water uniformly before discharge, weighing the supplementary cementitious material cumulatively with the cement is permitted. Certification shall contain the following:

- A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength";
- B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
- C. The mixer rotation speed and time of mixing before discharge that are required to produce a mix that meets the requirements above.

- The discharge gate on the cement and supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper shall be designed to permit regulating the flow of cement, supplementary cementitious material, or cement plus supplementary cementitious material into the aggregate as directed by the Engineer.

- If separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

- If the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

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

## 90-6 MIXING AND TRANSPORTING

### 90-6.01 GENERAL

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

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

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

### 90-6.02 MACHINE MIXING

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 3 1/2-inch diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LF CR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.

- The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch weights or measurements for a load of concrete provided that both certificates are imprinted with the same nonrepeating load number that is unique to the contract and delivered to the jobsite with the load.
- Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."

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

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

**90-6.05 HAND-MIXING**

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

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

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

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

- The amount of free water used in concrete shall not exceed 310 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cementitious material in excess of 550 pounds per cubic yard.
- The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.

- If there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic yard of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 pounds of water per added 100 pounds of cementitious material per cubic yard. Full compensation for additional cementitious material and water added under these conditions shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

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

## **90-7 CURING CONCRETE**

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

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

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

- The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.

- Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period.

- If a curing medium consisting of cotton mats, rugs, carpets, polyethylene sheeting, polyethylene sheeting on burlap, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing media.

- At the option of the Contractor, a curing medium consisting of white opaque polyethylene sheeting extruded onto burlap may be used to cure concrete structures. The polyethylene sheeting shall have a minimum thickness of 4-mil, and shall be extruded onto 10-ounce burlap.

- At the option of the Contractor, a curing medium consisting of polyethylene sheeting may be used to cure concrete columns. The polyethylene sheeting shall have a minimum thickness of 10-mil achieved in a single layer of material.

- If the Contractor chooses to use polyethylene sheeting or polyethylene sheeting on burlap as a curing medium, these media and any joints therein shall be secured as necessary to provide moisture retention and shall be within 3 inches of the concrete at all points along the surface being cured. When these media are used, the temperature of the concrete shall be monitored during curing. If the temperature of the concrete cannot be maintained below 140° F, use of these curing media shall be disallowed.

- When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified above, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

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

- Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.

- Curing compounds to be used shall be as follows:

1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.

3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
4. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
5. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
6. Nonpigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.

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

- The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.28-pounds per square yard in 24 hours.

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

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

- Curing compound shall be applied at a nominal rate of one gallon per 150 square feet, unless otherwise specified.

- At any point, the application rate shall be within  $\pm 50$  square feet per gallon of the nominal rate specified, and the average application rate shall be within  $\pm 25$  square feet per gallon of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.

- Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.

- The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.

- At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.

- Agitation shall not introduce air or other foreign substance into the curing compound.

- The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.

- Curing compounds shall remain sprayable at temperatures above 40° F and shall not be diluted or altered after manufacture.

- The curing compound shall be packaged in clean 274-gallon totes, 55-gallon barrels or 5-gallon pails shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 274-gallon totes and the 55-gallon barrels shall have removable lids and airtight fasteners. The 5-gallon pails shall be round and have standard full open head and bail. Lids with bungholes will not be permitted. Settling or separation of solids in containers, except tanks, must be completely redispersed with low speed mixing prior to use, in conformance with these specifications and the manufacturer's recommendations. Mixing shall be accomplished either manually by use of a paddle or by use of a

mixing blade driven by a drill motor, at low speed. Mixing blades shall be the type used for mixing paint. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.

- Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.

- Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State.

- Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State.

- When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.

- Curing compound will be sampled by the Engineer at the source of supply, at the job site, or at both locations.

- Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.

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

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

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

- Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.

- The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 0.33-foot.

- The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.

- Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.

- Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

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

- Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 20 inches in least dimension the forms shall remain in place for a minimum period of 5 days.

- Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

#### **90-7.02 CURING PAVEMENT**

- The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the

curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.

- Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."

- When the curing compound method is used, the compound shall be applied to the entire pavement surface by mechanical sprayers. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator that provides for continual agitation of the curing compound during the time of application. The spray shall be adequately protected against wind, and the nozzles shall be so oriented or moved mechanically transversely as to result in the minimum specified rate of coverage being applied uniformly on exposed faces. Hand spraying of small and irregular areas, and areas inaccessible to mechanical spraying equipment, in the opinion of the Engineer, will be permitted. When the ambient air temperature is above 60° F, the Contractor shall fog the surface of the concrete with a fine spray of water as specified in Section 90-7.01A, "Water Method." The surface of the pavement shall be kept moist between the hours of 10:00 a.m. and 4:30 p.m. on the day the concrete is placed. However, the fogging done after the curing compound has been applied shall not begin until the compound has set sufficiently to prevent displacement. Fogging shall be discontinued if ordered in writing by the Engineer.

### **90-7.03 CURING STRUCTURES**

- Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."

- The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only ordinary surface finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).

- The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).

- Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.

- When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

### **90-7.04 CURING PRECAST CONCRETE MEMBERS**

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

- 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.

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

- Pavement concrete shall be maintained at a temperature of not less than 40° F for 72 hours.
- Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.

- If ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work.". Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 550 pounds per square inch. The modulus of rupture will be determined by California Test 523.

- No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of 10 days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 550 pounds per square inch. Concrete that fails to attain a modulus of rupture of 550 pounds per square inch within 10 days shall not be opened to traffic until directed by the Engineer.

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

- When requested in writing by the Contractor, the tracks on one side of paving equipment will be permitted on the pavement after a modulus of rupture of 350 pounds per square inch has been attained, provided that:

- A. Unit pressure exerted on the pavement by the paver shall not exceed 20 pounds per square inch;
- B. Tracks with cleats, grousers, or similar protuberances shall be modified or shall travel on planks or equivalent protective material, so that the pavement is not damaged; and
- C. No part of the track shall be closer than one foot from the edge of pavement.

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

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

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

## **90-9 COMPRESSIVE STRENGTH**

### **90-9.01 GENERAL**

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

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

- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1



of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

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

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

- No single compressive strength test shall represent more than 320 cubic yards.

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

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

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

- Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 580 pounds per square inch greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

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

- The certified test data and trial batch test reports shall include the following information:
  - A. Date of mixing.
  - B. Mixing equipment and procedures used.
  - C. The size of batch in cubic yards and the weight, type, and source of all ingredients used.
  - D. Penetration or slump (if the concrete will be placed under water or placed in cast-in-place concrete piles) of the concrete.
  - E. The air content of the concrete if an air-entraining admixture is used.
  - F. The age at time of testing and strength of all concrete cylinders tested.
- Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.
  - When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
    - After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.
      - The Contractor's attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.
      - When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

## **90-10 MINOR CONCRETE**

### **90-10.01 GENERAL**

- Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.
  - The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

### **90-10.02 MATERIALS**

- Minor concrete shall conform to the following requirements:

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

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

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

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

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

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

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

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

#### **90-10.03 PRODUCTION**

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

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

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

- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 90° F will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

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

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

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

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

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

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

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

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

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

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

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

## 90-11 MEASUREMENT AND PAYMENT

### 90-11.01 MEASUREMENT

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

### 90-11.02 PAYMENT

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

## SECTION 91: PAINT

Issue Date: May 1, 2006

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

### 91-3 PAINTS FOR TIMBER

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

##### Classification:

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

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

##### Classification:

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

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

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

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

## 91-4 MISCELLANEOUS PAINTS

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

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

#### Classification:

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

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

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

## SECTION 92: ASPHALTS

Issue Date: March 21, 2008

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

### 92-1.01 DESCRIPTION

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

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

### 92-1.02 MATERIALS

#### GENERAL

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

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

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

#### GRADES

- Performance graded (PG) asphalt binder is:

Performance Graded Asphalt Binder

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

Notes:

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

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

Property	AASHTO Test Method	Specification Grade		
		PG 58-34 PM	PG 64-28 PM	PG 76-22 PM
Original Binder				
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
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80	Note e 80	Note e 80
Elastic Recovery <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
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Notes:

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

**SAMPLING**

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

- Include with the sampling device a valve:
  1. Between 1/2 and 3/4 inch in diameter
  2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
  3. Maintained in good condition
- Replace failed valves.
- In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

**92-1.03 EXECUTION**

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

**92-1.04 MEASUREMENT**

- If the contract work item for asphalt is paid by weight, the Department measures asphalt tons by complying with the specifications for weight determination of liquid asphalt in Section 93, "Liquid Asphalts."
  - The Engineer determines the asphalt weight from volumetric measurements if you:
    1. Use a partial asphalt load
    2. Use asphalt at a location other than a mixing plant and no scales within 20 miles are available and suitable
    3. Deliver asphalt in either of the following:
      - 3.1. A calibrated truck with each tank accompanied by its measuring stick and calibration card
      - 3.2. A truck equipped with a calibrated thermometer that determines the asphalt temperature at the delivery time and with a vehicle tank meter complying with the specifications for weighing, measuring, and metering devices in Section 9-1.01, "Measurement of Quantities"
- If you furnish hot mix asphalt from a mixing plant producing material for only one project, the Engineer determines the asphalt quantity by measuring the volume in the tank at the project's start and end provided the tank is calibrated and equipped with its measuring stick and calibration card.
  - The Engineer determines pay quantities from volumetric measurements as follows:
    1. Before converting the volume to weight, the Engineer reduces the measured volume to that which the asphalt would occupy at 60 °F.
    2. The Engineer uses 235 gallons per ton and 8.51 pounds per gallon for the average weight and volume for PG and PG Polymer Modified asphalt grades at 60 °F.
    3. The Engineer uses the Conversion Table in Section 93, "Liquid Asphalts."

**SECTION 93: LIQUID ASPHALTS**

Issue Date: November 3, 2006

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

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

**END OF AMENDMENTS**



## **APPENDIX B**

# **FEDERAL WAGE RATES**

## APPENDIX B – FEDERAL WAGE RATES

GENERAL DECISION: CA20100009 03/18/2011 CA9

Date: March 18, 2011

General Decision Number: CA20100009 03/18/2011

Superseded General Decision Number: CA20080009

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

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	07/09/2010
4	08/13/2010
5	08/27/2010
6	09/10/2010
7	09/24/2010
8	10/01/2010
9	10/15/2010
10	10/29/2010
11	11/05/2010
12	11/19/2010
13	12/03/2010
14	01/21/2011
15	01/28/2011
16	02/11/2011
17	02/18/2011
18	03/18/2011

ASBE0016-001 01/01/2010

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,

El Dorado Trail Culvert Replacement  
Contract No. PW 11-30587, Project No. 99565  
July 19, 2011

County of El Dorado, DOT  
Appendix B  
Page AB-1

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.....	\$ 50.43	16.66
Area 2.....	\$ 39.78	16.66

-----  
ASBE0016-007 01/01/2010

	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)....	\$ 15.18	2.80

-----  
BOIL0549-002 01/01/2009

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 40.17	22.32
(2) Remaining Counties.....	\$ 37.01	22.25

-----  
BRCA0003-001 08/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.12

-----  
BRCA0003-004 05/01/2010

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.....	\$ 33.86	18.24
AREA 2.....	\$ 39.10	20.97

SPECIALTY PAY:

El Dorado Trail Culvert Replacement  
Contract No. PW 11-30587, Project No. 99565  
July 19, 2011

County of El Dorado, DOT  
Appendix B  
Page AB-2

- (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) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2010

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 30.30	13.77
TERRAZZO WORKER/SETTER.....	\$ 39.30	21.20

BRCA0003-010 01/01/2011

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.21	10.01
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.44	12.31
Area 4.....	\$ 20.93	11.79
Tile Layer		
Area 1.....	\$ 36.08	11.95
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 38.61	13.73
Area 4.....	\$ 35.45	13.68

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

BRCA0003-014 08/01/2008

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.58

CARP0034-001 07/01/2009

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 35.75	24.16
Diver standby.....	\$ 40.33	24.16
Diver Tender.....	\$ 39.33	24.16
Diver wet.....	\$ 80.66	24.16
Manifold Operator (mixed gas).....		
	\$ 44.33	24.16
Manifold Operator (Standby).....	\$ 39.33	24.16

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 07/01/2010

	Rates	Fringes
Piledriver.....	\$ 36.75	24.86

-----  
 CARP0035-001 08/01/2010

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO

AREA 4: ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 37.50	23.58
Area 3.....	\$ 31.67	23.58
Area 4.....	\$ 30.77	23.58
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	14.40
Area 3.....	\$ 15.84	14.40
Area 4.....	\$ 15.39	14.40

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 CARP0035-009 07/01/2010

Marin County

El Dorado Trail Culvert Replacement  
 Contract No. PW 11-30587, Project No. 99565  
 July 19, 2011

County of El Dorado, DOT  
 Appendix B  
 Page AB-4

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	23.14
Journeyman Carpenter.....	\$ 37.50	23.14
Millwright.....	\$ 37.60	24.73

-----  
 CARP0035-010 07/01/2010

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, 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.....	\$ 22.11	14.98
Installer II.....	\$ 18.68	14.98
Lead Installer.....	\$ 25.56	15.48
Master Installer.....	\$ 29.78	15.48
Area 2		
Installer I.....	\$ 19.46	14.98
Installer II.....	\$ 16.51	14.98
Lead Installer.....	\$ 22.43	15.48
Master Installer.....	\$ 26.06	15.48
Area 3		
Installer I.....	\$ 18.51	14.98
Installer II.....	\$ 15.74	14.98
Lead Installer.....	\$ 21.31	15.48
Master Installer.....	\$ 24.73	15.48

-----  
 CARP0046-001 07/01/2010

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.32	23.14
Journeyman Carpenter.....	\$ 31.17	23.14

Millwright.....\$ 33.67 24.73

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 07/01/2010

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	23.14
Journeyman Carpenter.....	\$ 30.27	23.14
Millwright.....	\$ 32.77	24.73

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CARP0152-003 07/01/2010

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	23.14
Journeyman Carpenter.....	\$ 30.27	23.14
Millwright.....	\$ 32.77	24.73

-----  
CARP0180-001 07/01/2010

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	23.14
Journeyman Carpenter.....	\$ 37.50	23.14
Millwright.....	\$ 37.60	24.73

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CARP0751-001 07/01/2010

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	23.14
Journeyman Carpenter.....	\$ 37.50	23.14
Millwright.....	\$ 37.60	24.73

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CARP1599-001 07/01/2010

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	23.14
Journeyman Carpenter.....	\$ 30.27	23.14
Millwright.....	\$ 32.77	24.73

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ELEC0006-002 12/01/2008

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+11.95
Technician.....	\$ 34.01	3%+11.95

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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 ELEC0180-001 06/01/2010

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 46.92	3%+18.10
ELECTRICIAN.....	\$ 41.71	3%+18.10

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 ELEC0340-002 12/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 24.13	3%+10.65
Sound & Communications		
Technician.....	\$ 27.75	3%+10.65

SCOPE OF WORK

Includes the installation testing, service and maintenance, 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 06/01/2010

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.....	\$ 38.93	3%+13.25
Sierra Army Depot, Herlong..	\$ 48.66	3%+13.25
Tunnel work.....	\$ 40.88	3%+13.25

CABLE SPLICER:    Receives 110% of the Electrician basic hourly  
 rate.

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 ELEC0401-005 12/01/2009

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.....	\$ 35.40	13.02+3%

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 ELEC0551-004 06/01/2009

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	3%+13.00
-----		
ELEC0659-006 01/01/2010		

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.78	3%+13.30
-----		
ELEC0659-008 02/01/2010		

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 47.34	13.74
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 42.27	13.54
(3) Tree Trimmer.....	\$ 29.70	9.94
(4) Line Equipment Man.....	\$ 36.35	10.85
(5) Powdermen, Jackhammermen.....	\$ 31.90	10.00
(6) Groundman.....	\$ 29.59	10.24
-----		
ELEC1245-004 06/01/2009		

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 44.47	13.11
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 35.52	12.07
(3) Groundman.....	\$ 27.17	11.82
(4) Powderman.....	\$ 39.71	12.23

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 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.89	20.035

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 07/01/2009

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 38.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 29.56	22.58
AREA 2:		
(1) Leverman.....	\$ 40.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.56	22.58

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 07/01/2010

"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.....	\$ 37.77	23.00
GROUP 2.....	\$ 36.24	23.00
GROUP 3.....	\$ 34.76	23.00
GROUP 4.....	\$ 33.38	23.00
GROUP 5.....	\$ 32.11	23.00
GROUP 6.....	\$ 30.79	23.00
GROUP 7.....	\$ 29.65	23.00
GROUP 8.....	\$ 28.51	23.00
GROUP 8-A.....	\$ 28.30	23.00
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	23.00
Oiler.....	\$ 29.39	23.00
Truck crane oiler.....	\$ 31.68	23.00
GROUP 2		
Cranes.....	\$ 36.89	23.00
Oiler.....	\$ 29.18	23.00
Truck crane oiler.....	\$ 31.42	23.00
GROUP 3		
Cranes.....	\$ 35.14	23.00
Hydraulic.....	\$ 30.79	23.00
Oiler.....	\$ 28.90	23.00
Truck Crane Oiler.....	\$ 31.18	23.00

OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 38.99	23.00
Oiler.....	\$ 29.73	23.00
Truck crane oiler.....	\$ 32.01	23.00
GROUP 2		
Lifting devices.....	\$ 37.17	23.00
Oiler.....	\$ 29.46	23.00
Truck Crane Oiler.....	\$ 31.76	23.00
GROUP 3		
Lifting devices.....	\$ 35.49	23.00
Oiler.....	\$ 29.24	23.00
Truck Crane Oiler.....	\$ 31.47	23.00
GROUP 4.....	\$ 33.72	23.00
GROUP 5.....	\$ 31.08	23.00
GROUP 6.....	\$ 28.85	23.00

OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 39.62	23.00
Oiler.....	\$ 30.07	23.00
Truck Crane Oiler.....	\$ 32.30	23.00
GROUP 2		
Cranes.....	\$ 37.85	23.00
Oiler.....	\$ 29.80	23.00
Truck Crane Oiler.....	\$ 32.08	23.00
GROUP 3		
Cranes.....	\$ 36.37	23.00
Hydraulic.....	\$ 31.42	23.00
Oiler.....	\$ 29.58	23.00
Truck Crane Oiler.....	\$ 31.81	23.00
GROUP 4.....	\$ 34.35	23.00
GROUP 5.....	\$ 33.05	23.00

OPERATOR: Power Equipment

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 33.87	23.00
GROUP 1-A.....	\$ 36.34	23.00
GROUP 2.....	\$ 32.61	23.00
GROUP 3.....	\$ 31.28	23.00
GROUP 4.....	\$ 30.14	23.00
GROUP 5.....	\$ 29.00	23.00

UNDERGROUND:

GROUP 1.....	\$ 33.77	23.00
GROUP 1-A.....	\$ 36.34	23.00
GROUP 2.....	\$ 32.51	23.00
GROUP 3.....	\$ 31.18	23.00
GROUP 4.....	\$ 30.04	23.00
GROUP 5.....	\$ 28.90	23.00

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; Soils & materials tester; 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; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - 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; 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;

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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

El Dorado Trail Culvert Replacement  
Contract No. PW 11-30587, Project No. 99565  
July 19, 2011

County of El Dorado, DOT  
Appendix B  
Page AB-18

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 06/29/2009

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	20.53
AREA 2.....	\$ 30.64	20.53
GROUP 2		
AREA 1.....	\$ 25.04	20.53
AREA 2.....	\$ 27.04	20.53

GROUP 3		
AREA 1.....	\$ 20.43	20.53
AREA 2.....	\$ 22.43	20.53

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: 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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IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

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 04/01/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN  
MATEO AND SANTA CLARA COUNTIES

El Dorado Trail Culvert Replacement  
Contract No. PW 11-30587, Project No. 99565  
July 19, 2011

County of El Dorado, DOT  
Appendix B  
Page AB-23



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.....	\$ 18.68	6.60
LABORER (Lead Removal)		
Area A.....	\$ 36.25	6.68
Area B.....	\$ 35.25	6.68

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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LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS,TEHAMA,TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

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.

LABO0067-006 06/28/2010

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.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

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.

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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 bucket; 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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LABO0067-010 07/01/2010

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	16.08
GROUP 2.....	\$ 33.12	16.08
GROUP 3.....	\$ 32.87	16.08
GROUP 4.....	\$ 32.42	16.08
GROUP 5.....	\$ 31.88	16.08
Shotcrete Specialist.....	\$ 33.87	16.08

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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LABO0073-001 07/01/2009

	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14

-----  
LABO0139-002 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.28	14.93

-----  
LABO0185-002 07/01/2009

El Dorado Trail Culvert Replacement  
Contract No. PW 11-30587, Project No. 99565  
July 19, 2011

County of El Dorado, DOT  
Appendix B  
Page AB-29

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.....	\$ 27.03	14.93

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 LABO0291-001 07/01/2009

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 28.28	14.93

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 PAIN0016-004 01/01/2011

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 32.71	19.16

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 07/01/2010

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.....	\$ 42.66	17.26

-----  
 PAIN0016-007 01/01/2011

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:.....	\$ 27.78	15.27

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 01/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 40.17	17.41

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 PAIN0169-004 01/01/2011

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.....	\$ 41.88	20.29

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 \* PAIN0567-001 01/01/2011

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.....	\$ 23.68	9.06
Spray Painter & Paperhanger.	\$ 24.53	9.06

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

El Dorado Trail Culvert Replacement  
 Contract No. PW 11-30587, Project No. 99565  
 July 19, 2011

County of El Dorado, DOT  
 Appendix B  
 Page AB-31



\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2010

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.....	\$ 25.93	10.41

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PAIN0567-010 07/01/2010

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.....	\$ 26.54	9.74
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.04	9.79

-----  
PAIN0767-004 01/01/2011

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.....	\$ 32.34	18.49

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 07/01/2009

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		

El Dorado Trail Culvert Replacement  
Contract No. PW 11-30587, Project No. 99565  
July 19, 2011

County of El Dorado, DOT  
Appendix B  
Page AB-32

GROUP 1.....	\$ 29.44	12.51
GROUP 2.....	\$ 24.23	12.51
GROUP 3.....	\$ 24.86	12.51

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 01/01/2011

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.....	\$ 28.25	15.68

-----  
PLAS0300-003 07/01/2009

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.....

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.....	\$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	\$ 32.82	15.30

-----  
PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	18.56

-----  
PLUM0038-002 07/01/2010

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration		

El Dorado Trail Culvert Replacement  
Contract No. PW 11-30587, Project No. 99565  
July 19, 2011

County of El Dorado, DOT  
Appendix B  
Page AB-33

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.....	\$ 46.96	34.83
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 55.25	37.04

PLUM0038-006 07/01/2010

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 46.96	26.35

PLUM0228-001 01/01/2011

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.70	21.68

PLUM0343-001 07/01/2010

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	17.34
All Other Work.....	\$ 45.25	22.20

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

-----  
 PLUM0355-001 07/01/2010

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.....	\$ 28.10	7.20

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 PLUM0442-003 01/01/2011

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.70	21.68

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 PLUM0447-001 01/01/2011

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.....	\$ 39.82	19.55
Light Commercial Work.....	\$ 29.78	9.57

-----  
 ROOF0081-006 08/01/2009

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 30.95	12.65

-----  
 ROOF0081-007 08/01/2010

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,

PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 31.26	10.69
-----		
SFCA0483-003 01/01/2011		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 49.59	23.55
-----		
SFCA0669-003 04/01/2010		

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.....	\$ 33.35	17.60
-----		
SHEE0104-006 07/01/2009		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 43.32	26.40
All other work.....	\$ 47.73	26.67
-----		
SHEE0104-014 07/01/2009		

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.43	24.31
-----		
SHEE0162-006 01/01/2011		

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.02	23.36
-----		
SHEE0162-007 01/01/2011		

ALPINE COUNTY

El Dorado Trail Culvert Replacement  
Contract No. PW 11-30587, Project No. 99565  
July 19, 2011

County of El Dorado, DOT  
Appendix B  
Page AB-36

	Rates	Fringes
SHEET METAL WORKER.....	\$ 32.17	21.26

-----  
SHEE0162-008 01/01/2011

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).....	\$ 36.02	23.36

-----  
SHEE0162-014 07/01/2009

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU  
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 27.90	20.89
Mechanical Jobs over \$200,000.....	\$ 36.31	21.61

-----  
TEAM0094-001 07/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	18.99
GROUP 2.....	\$ 27.43	18.99
GROUP 3.....	\$ 27.73	18.99
GROUP 4.....	\$ 28.08	18.99
GROUP 5.....	\$ 28.43	18.99

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); Lowbed 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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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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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

# **CONTRACT**

**County of El Dorado, State of California  
Department of Transportation**

**Contract No. PW 11-30587, Project No. 99565**

**El Dorado Trail Culvert Replacement**

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this \_\_\_\_\_-day of \_\_\_\_\_, in the year of 2011, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Department of Transportation 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 of El Dorado shall exercise general supervision. The County therefore, shall have the right, but not the duty to assume full and direct control over this Contract whenever the County at its sole discretion, shall determine that its responsibility is so required.

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the County's Contract Documents entitled:

**EL DORADO TRAIL CULVERT REPLACEMENT**

**LOCATION/DESCRIPTION OF THE WORK:** The project is located along the El Dorado Trail (old railroad corridor just North of Highway 50), in City of Placerville in El Dorado County. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. This project replaces an existing 54 inch culvert which is collapsing under approximately 33 feet of embankment supporting the El Dorado Trail. This project will also include repairs to the asphalt trail and erosion control measures. 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.

**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, Equal Employment Opportunity Certification, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, the Contract which includes this Agreement with all Exhibits thereto, the Performance Bond, and Payment Bond,; the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the 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 California Department of Transportation (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 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 the 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 Schedules, 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 One **Thousand dollars (\$1,000.00)** 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 the County and its officers, directors, and employees and any property owners from whom the County has obtained construction easements 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 employees, or any property owners from whom the County has obtained construction easements 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, any property owners from whom the County has obtained a construction easement, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, its officers and employees, and its agents servants and any property owners from whom the County has obtained a construction easement and or where expressly prescribed by statute.

In those instances where the County has entered or will enter into agreements with adjacent property owners or has obtained "Rights of Entry" from private property owners upon whose property it will be necessary for Contractor to enter to perform the Work to be done under the Contract, Contractor shall indemnify such property owners in the same manner and to the same extent as County is indemnified herein.

The duty to indemnify and hold harmless the County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the 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.

#### **Article 6. GUARANTEES**

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to County, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the Contract and for a period of one (1) year after contract Acceptance. Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to Contractor work performed under this Agreement at no expense to County during the term of this Contract and for a period of one (1) year after Contract Acceptance.

If a warranty or guarantee exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, or if a warranty or guarantee exceeding one (1) year is required elsewhere in these Contract Documents, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above mentioned conditions within ten (10) calendar days after being notified in writing by County, Contractor hereby authorizes County to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

#### **Article 7. VENUE**

Any litigation arising out of this Contract shall be brought in El Dorado County.

#### **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 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.

If the Surety assumes any part of the Work, it shall take Contractor's place in all respects for that part and shall be paid by County for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

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. 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 12. 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 13. RETAINAGE**

The retainage from payments is set forth in Section "PAYMENT OF WITHHELD 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 14. 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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. 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/dlsr/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.

**Article 15. 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 16. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director, Engineering Construction 2441 Headington Rd, Placerville, CA, Department of Transportation, or successor.

**Article 17. 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" which exhibit is 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 Exhibit B (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 18. 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).

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

#### **Article 19. AUTHORIZED SIGNATURES**

The parties hereto represent that the undersigned individuals executing this Agreement on their behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**IN WITNESS WHEREOF**, the said Department of Transportation 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 \_\_\_\_\_

\_\_\_\_\_  
Chairman , Board of Supervisors

Attest:  
Suzanne Allen De Sanchez,  
Clerk of the Board of Supervisors

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

**CONTRACTOR**

Dated \_\_\_\_\_

\_\_\_\_\_  
Name of Company

By \_\_\_\_\_  
President

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Federal Employer Identification No.

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 Department prior to signing this document.

Mailing Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**END OF AGREEMENT**

**EXHIBIT A**

**CONTRACTOR'S BID PRICE SCHEDULE  
 CONTRACT NO. PW 11-30587, Project No. 99565  
 EL DORADO TRAIL CULVERT REPLACEMENT**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	012973	Temporary Chain Link Gate (6' high)	LF	48		
2	071321	Temporary Fence (Type CL-6)	LF	80		
3	071325	Temporary Fence (Type ESA)	LF	400		
4	074017	Water Pollution Control	LS	1		
5	074020	Dust Control	LS	1		
6	120090	Construction Area Signs	LS	1		
7	A	Demolition of Existing Facilities	LS	1		
8	160101	Clearing & Grubbing	LS	1		
9	190185	Shoulder Backing	TON	136		
10	B	Trench and Excavation Safety	LS	1		
11	23001	Erosion Control	LS	1		
12	204022	Tree Replacement	LS	1		
13	390132	HMA (Type A) (overlay)	TON	229		
14	C	Trail Reconstruction	LS	1		
15	(F) 510053	Structural Concrete (headwalls)	CY	8		
16	(F) 520101	Bar Reinforcing Steel (headwall)	LB	380		
17	665052	54" Corrugated Steel Pipe (0.138" thick, aluminum-coated)	LF	158		
18	721009	Rock Slope Protection (Backing No.1 method B)	CY	6		
19	729010	Rock Slope Protection Fabric	SY	9		
20	731504	Minor Concrete (Channel)	CY	1		
21	800051	Fence Type WM, Metal Post	LF	200		
22	099999	Mobilization	LS	1		

(F) Denotes Final Pay Item  
 (LS) Denotes Lump Sum

**Total Bid**      \$ \_\_\_\_\_

(NOTICE: Bidder's 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.)

## 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 and 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**

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that County will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the County all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto County and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on County, its successors and assigns.

County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person 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 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)\*

(2) that County shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



**APPENDIX C**  
**to**  
**EXHIBIT C**

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Contractor, pursuant to the provisions of Assurance 7(a) of Exhibit c.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Contractor and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**APPENDIX D**  
**to**  
**EXHIBIT C**

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Contractor, pursuant to the provisions of Assurance 7 (b) of Exhibit c.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, Contractor shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Contractor, and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**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:

**EL DORADO TRAIL CULVERT REPLACEMENT**

**CONTRACT NO. PW 11-30587 PROJECT NO. 99565**

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

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

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 Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Contract No. PW 11-30587, Project No. 99565 for the EL DORADO TRAIL CULVERT REPLACEMENT** 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 Obligee 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**

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

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)



# **PROPOSAL**

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this Proposal)

## PROPOSAL

**(to be attached to and submitted with this bound Contract Document bid package)**

**TO: THE DEPARTMENT OF TRANSPORTATION,  
COUNTY OF EL DORADO,  
STATE OF CALIFORNIA**

for the construction of

**EL DORADO TRAIL CULVERT REPLACEMENT**

**CONTRACT NO. PW 11-30587, PROJECT NO. 99565**

NAME OF BIDDER \_\_\_\_\_

BUSINESS MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:      AREA CODE (      ) \_\_\_\_\_

FAX NO:              AREA CODE (      ) \_\_\_\_\_

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 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 Department of Transportation 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 May 18, 1990 ; 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:

**EL DORADO TRAIL CULVERT REPLACEMENT**

**CONTRACT NO. PW 11-30587, PROJECT NO. 99565**

Bids are to be submitted for the entire work. Failure to submit bids for the entire work will result in the bid being deemed non-responsive.

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) or (c), 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 both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of El Dorado, and that discretion will be exercised in the manner deemed by the County of El Dorado to best protect the public interest in the prompt and economical completion of the work. The decision of the County of El Dorado respecting the amount of a bid, or the existence or treatment of any irregularity in a bid, shall be final.

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  
CONTRACT NO. PW 09-1130587 PROJECT NO. 99565**

**SCHEDULE A-EL DORADO TRAIL CULVERT REPLACEMENT**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1	012973	Temporary Chain Link Gate (6' high)	LF	48		
2	071321	Temporary Fence (Type CL-6)	LF	80		
3	071325	Temporary Fence (Type ESA)	LF	400		
4	074017	Water Pollution Control	LS	1		
5	074020	Dust Control	LS	1		
6	120090	Construction Area Signs	LS	1		
7	A	Demolition of Existing Facilities	LS	1		
8	160101	Clearing & Grubbing	LS	1		
9	190185	Shoulder Backing	TON	136		
10	B	Trench and Excavation Safety	LS	1		
11	23001	Erosion Control	LS	1		
12	204022	Tree Replacement	LS	1		
13	390132	HMA (Type A) (overlay)	TON	229		
14	C	Trail Reconstruction	LS	1		
15	(F) 510053	Structural Concrete (headwalls)	CY	8		
16	(F) 520101	Bar Reinforcing Steel (headwall)	LB	380		
17	665052	54" Corrugated Steel Pipe (0.138" thick, aluminum-coated)	LF	158		
18	721009	Rock Slope Protection (Backing No.1 method B)	CY	6		
19	729010	Rock Slope Protection Fabric	SY	9		
20	731504	Minor Concrete (Channel)	CY	1		
21	800051	Fence Type WM, Metal Post	LF	200		
22	099999	Mobilization	LS	1		

(F) Denotes Final Pay Item

(LS) Denotes Lump Sum

**Total Bid**     \$ \_\_\_\_\_

(NOTICE: Bidder's 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.)

**SUBCONTRACTORS LISTING**

The Bidder shall list the name and address and license number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in "Required Listing of Proposed Subcontractors" in Section 2 of the Standard Specifications. The Bidder shall also list the work portion to be performed by each subcontractor by listing the bid item number, description, and percentage of each item subcontracted.

<b>Name</b>	<b>Location of Business</b>	<b>License No.</b>	<b>Bid Item Number(s), Bid Item Description, and Percentage of each Bid Item Subcontracted</b>

*(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**

The bidder \_\_\_\_\_, proposed subcontractor  
\_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_,  
participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive  
Orders 10925, 11114, or 11246, 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 accordance 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 accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury under the laws of the State of California, 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 accordance 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 immediate 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 Questionnaire and Statement are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire and Statement.

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 accordance with Title 23 United States Code, Section 112 and Public Contract Code Section 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 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.

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 total **amount of the bid price.**

**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 I have complied with the requirements of Section 4104 of the Subletting and Subcontracting Fair Practices Act 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, the Equal Employment Opportunity Certification and the Title 2, Code of Federal Regulations Part 1200 is 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.

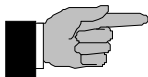
If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

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 \_\_\_\_\_

Date: \_\_\_\_\_



**SIGN HERE** \_\_\_\_\_

Name and Title of Bidder \_\_\_\_\_

Name of Firm \_\_\_\_\_

**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 (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

**EL DORADO TRAIL CULVERT REPLACEMENT  
CONTRACT NO. PW 11-30587, PROJECT NO. 99565**

**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 County of El Dorado, 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.)