

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

**CONTRACT DOCUMENTS**

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

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT**

0.7 miles west of Placerville Drive,  
in Placerville, California

**CONTRACT NO. PW 13-30685 / CIP NO. 77114**

**Federal Aid Project  
BRLS 5925 (046)**

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

**BID OPENING DATE: November 12, 2014 at 2:00 p.m.**


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

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT**

**CONTRACT NO. PW 13-30685 / CIP NO. 77114**

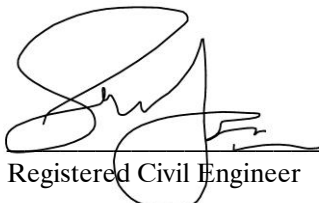
The various portions of the Contract Documents have been prepared under the direction of the following licensed Civil Engineer(s), in accordance with California Business and Professions Code § 6735.

**ROADWAY IMPROVEMENTS:**

  
\_\_\_\_\_  
Registered Civil Engineer



**STRUCTURE IMPROVEMENTS:**

  
\_\_\_\_\_  
Registered Civil Engineer



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

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT**

Contract No. 13-30685 / CIP No. 77114

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

**NOTICE TO BIDDERS**

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

**GREEN VALLEY ROAD AT WEBER CREEK BRIDGE REPLACEMENT PROJECT**

**CONTRACT NO. PW 13-30685, CIP NO. 77114**

will be received by the Clerk to the Board of Supervisors, at the Board of Supervisors Office, 330 Fair Lane, Placerville, California, until **November 12, 2014 at 2:00 P.M.**, at which time bids will be publicly opened and read by the County of El Dorado Community Development Agency, Transportation Division.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding thirty (30) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the County of El Dorado Community Development Agency, Transportation Division through Quest Construction Data Network (Quest). The Proposal including the Bidder's Security shall be submitted in a sealed envelope clearly marked:

**"PROPOSAL FOR GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT"**

**CONTRACT NO. PW 13-30685, CIP NO. 77114**

**TO BE OPENED AT 2:00 P.M. – NOVEMBER 12, 2014**

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

- A. Construction of a new, pre-stressed box girder bridge over Weber Creek; removal of the existing structure; construction of new mechanically stabilized earth, gabion, and reinforced concrete retaining walls; and grading and paving for the new bridge approaches and re-aligned roadway. 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 TWO-HUNDRED (200) WORKING DAYS.
- D. For bonding purposes the anticipated project cost is less than \$7,000,000.
- E. A pre-bid meeting is scheduled for this project on **October 30, 2014** at the County of El Dorado Community Development Agency, Transportation Division, 2441 Headington Road, Placerville, CA. The meeting will be held in the downstairs conference room. Attendance at the pre-bid meeting is not mandatory.
- F. This project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

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

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital



Contract Documents, including the Project Plans, may be downloaded for \$10.00 by inputting the Quest project #3522058 on the websites' Project Search page. Please contact Quest at (925) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration, downloading, and working with this digital project information. To be included on the planholders list, receive notification of addenda, and to be eligible to submit a bid interested parties must download the Contract Documents, including the Project Plans, from Quest. **Those downloading the Contract Documents, including the Project Plans, assume responsibility and risk for completeness of the downloaded Contract Documents.**

Supplemental Project Information including the Foundation Report, Drainage Report, Revised Standard Plans, and Cross Sections will be provided in pdf format as part of the Contract Documents on Quest's website to all planholders who acquire the Contract Documents digitally through Quest.

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

**CONTRACTORS LICENSE CLASSIFICATION:** Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and shall possess a **CLASS A** license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans at the time the Contract is awarded, and shall maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing for an award of the Contract 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 Jennifer Rimoldi, County of El Dorado Community Development Agency, Transportation Division, email: [Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us); Fax: (530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time the contract is awarded, all listed subcontractors shall be properly licensed to perform their designated portion of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Jennifer Rimoldi via fax or email as noted above within 24 hours after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

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

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

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

The Disadvantaged Business Enterprise (DBE) contract goal is **3.5%**.

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

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

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOVERNMENT CODE SECTION 12990)**

Attention is further directed to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

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

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

**PREVAILING WAGE REQUIREMENTS:**

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. 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.**

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

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

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

**Policy:** Upon completion of the bid evaluation, the Community Development Agency, Transportation Division 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 Community Development Agency, Transportation Division will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the FAX number designated in the bid, of its recommendation including for award or rejection of bids (“All Bidders Letter”).
2. Within five (5) working days from the date of the “All Bidders Letter,” the bidder protesting the recommendation for award shall submit a letter of protest to and shall be received by the County of El Dorado, Community Development Agency, Transportation Division, Attention Jennifer Rimoldi, 2850 Fairlane Court, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Community Development Agency, Transportation Division finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Community Development Agency, Transportation Division does not agree with the protest, or otherwise fails to resolve the protest, the Community Development Agency, Transportation Division will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors’ consideration and action. The Community Development Agency, Transportation Division shall also include in its report to the Board of Supervisors the details of the bid protest.
4. The bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the bidder, staff, and members of the public who wish to speak on the item. 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

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

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

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

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

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period on the Quest website under the Quest #3522058 under "Project Q&A". If the response does not require an addendum, a response will be posted on the Quest website under the RFI under "Project Q&A". It is the bidders' responsibility to check this website under "Project Q&A" for responses to bidders' inquiries during the bid period. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest's website under "View Planholders".

No oral responses to any questions concerning the content of the Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be posted on the Quest website as described above

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

**BY ORDER OF** the Director of the Community Development Agency, Transportation Division, County of El Dorado, State of California.

Authorized by the Board of Supervisors on October 14, 2014, at Placerville, California.

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

# STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. Applicable Revised Standard Plans (RSP) and New Standard Plans (NSP) indicated below are available at the following Caltrans website:

[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/HTM/stdplns-US-customary-units-new06.htm](http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new06.htm)

## ACRONYMS, ABBREVIATIONS AND SYMBOLS

<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>

## PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

<b>A20A</b>	<b>Pavement Markers and Traffic Lines – Typical Details</b>
<b>A20B</b>	<b>Pavement Markers and Traffic Lines – Typical Details</b>
<b>A20C</b>	<b>Pavement Markers and Traffic Lines – Typical Details</b>
<b>A20D</b>	<b>Pavement Markers and Traffic Lines – Typical Details</b>
<b>A24D</b>	<b>Pavement Markings – Words</b>
<b>A24E</b>	<b>Pavement Markings – Words, Limit and Yield Lines</b>

## EXCAVATION AND BACKFILL

<b>A62A</b>	<b>Excavation and Backfill – Miscellaneous Details</b>
<b>A62B</b>	<b>Limits of Payment for Excavation and Backfill – Bridge Surcharge and Wall</b>
<b>A62C</b>	<b>Limits of Payment for Excavation and Backfill – Bridge</b>
<b>A62F</b>	<b>Excavation and Backfill – Metal and Plastic Culverts</b>

## OBJECT MARKERS, DELINEATORS, CHANNELIZERS AND BARRICADES

<b>A73A</b>	<b>Object Markers</b>
<b>A73B</b>	<b>Markers</b>
<b>A73C</b>	<b>Delineators, Channelizers and Barricades</b>

## METAL BEAM GUARD RAILING – STANDARD RAILING SECTIONS

<b>RSP A77A1</b>	<b>Metal Beam Guard Railing – Standard Railing Section (Wood Post with Wood Block)</b>
<b>A77B1</b>	<b>Metal Beam Guard Railing – Standard Hardware</b>
<b>A77C1</b>	<b>Metal Beam Guard Railing – Wood Post and Wood Block Details</b>
<b>RSP A77C3</b>	<b>Metal Beam Guard Railing – Typical Line Post Embedment and Hinge Point Offset Details</b>
<b>RSP A77C4</b>	<b>Metal Beam Guard Railing – Typical Railing Delineation and Dike Positioning Details</b>

## METAL BEAM GUARD RAILING – TYPICAL LAYOUTS FOR STRUCTURES

<b>RSP A77F1</b>	<b>Metal Beam Guard Railing – Typical Layouts for Structure Approach</b>
<b>RSP A77F4</b>	<b>Metal Beam Guard Railing – Typical Layouts for Structure Departure</b>

## METAL BEAM GUARD RAILING – CONNECTION DETAILS AND TRANSITION

**RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS**

**RSP A77J1**      **Metal Beam Guard Railing – Connections to Bridge Railings without Sidewalks Details No. 1**

**RSP A77J4**      **Metal Beam Guard Railing – Transition Railing (Type WB)**

**METAL BEAM GUARD RAILING – TERMINAL SYSTEM END TREATMENT**

**A77L1**      **Metal Beam Railing – Terminal System (Type SRT)**

**A77L5**      **Metal Beam Railing – Terminal System (Type FLEAT)**

**FENCES**

**RSP A85**      **Chain Link Fence**

**NSP A85B**      **Chain Link Fence Details**

**CURBS, DRIVEWAY, DIKES, CURB RAMPS AND ACCESSIBLE PARKING**

**A87B**      **Asphalt Concrete Dikes**

**PAVEMENTS**

**P70**      **Asphalt Concrete Paving (Longitudinal Tapered Notched Wedge Joint)**

**NSP P76**      **Pavement Edge Treatments – New Construction**

**DRAINAGE INLETS, PIPE INLETS AND GRATES**

**D73**      **Drainage Inlets**

**NSP D73A**      **Drainage Inlets (Precast)**

**D75A**      **Steel Pipe Inlets**

**RSP D75B**      **Concrete Pipe Inlets**

**RSP D77B**      **Bicycle Traversable Grate Details**

**GUTTER AND INLET DEPRESSIONS**

**D78C**      **Inlet Depressions – Asphalt Concrete Shoulders**

**PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS**

**D87D**      **Overside Drains**

**CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS**

**D88**      **Construction Loads on Culverts**

**PIPE RISER AND DRAINAGE INLET RISER CONNECTIONS**

**D93B**      **Drainage Inlet Riser Connections**

**FLARED END SECTIONS**

**D94A**      **Metal and Plastic Flared End Sections**

**PIPE COUPLING AND JOINT DETAILS**

**RSP D97E**      **Corrugated Metal Pipe Coupling Details No. 5 – Standard Joint**

## GABIONS AND UNDERDRAINS

D100A	Gabion Basket Details No. 1
D100B	Gabion Basket Details No. 2
D102	Underdrains

## EROSION CONTROL

NSP H53	Rolled Erosion Control Product
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## TEMPORARY CRASH CUSHION, RAILING AND TRAFFIC SCREEN

T3	Temporary Railing (Type K)
NSP T3A	Temporary Railing (Type K)

## TEMPORARY TRAFFIC CONTROL SYSTEMS

T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
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## TEMPORARY WATER POLLUTION CONTROL

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T54	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T55	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
RSP T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
NSP T65	Temporary Water Pollution Control Details (Temporary Fence - Type ESA)

## BRIDGE DETAILS

B0-1	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details

## RETAINING WALLS

B3-1	Retaining Wall Type 1 – H = 4' through 30'
B3-6	Counterfort Retaining Wall Type 4
B3-8	Retaining Wall Details No. 1
B3-9	Retaining Wall Details No. 2
B3-11	Retaining Wall Type 6 – 6'-0" Maximum

## JOINT SEALS

RSP B6-21	Joint Seals (Maximum Movement Rating = 2")
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## BOX GIRDER DETAILS

B7-1	Box Girder Details
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**DECK DRAINS**

**B7-8 Deck Drainage Details**

**UTILITY OPENING**

**B7-10 Utility Opening – Box Girder**

**CAST-IN-PLACE PRESTRESSED GIRDER**

**B8-5 Cast-In-Place Prestressed Girder Details**

**CHAIN LINK, CABLE AND TUBULAR HAND RAILINGS**

**RSP B11-47 Cable Railing**

**B11-51 Tubular Hand Railing**

**BRIDGE CONCRETE BARRIERS**

**B11-55 Concrete Barrier Type 732**

**WATER SUPPLY LINE (BRIDGE)**

**B14-5 Water Supply Line (Details) (Pipe Sizes Less than 4”)**

**ROADSIDE SIGNS**

**RS1 Roadside Signs, Typical Installation Details No. 1**

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

**RS4 Roadside Signs, Typical Installation Details No. 4**



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

**SPECIAL PROVISIONS  
ANNEXED TO CONTRACT No. PW 13-30685 / CIP No. 77114**

**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:

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

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

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

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

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

**CONTRACTOR** - Contractor responsible for constructing the Green Valley Road at Weber Creek Bridge Replacement Project.

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

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

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

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

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

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

**FHWA** – Federal Highway Administration

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

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

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

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

**OFFICES OF STRUCTURE DESIGN** - Transportation Division for the County of El Dorado. When the specifications require working drawings to be submitted to the Offices of Structure Design, the drawings shall be submitted to: El Dorado County Community Development Agency, Transportation Division at 2850 Fairlane Court, Placerville, CA 95667

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

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

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

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

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

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

## **SECTION 2. BIDDING**

## 2-1.01 GENERAL

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

## 2-1.02 BID DOCUMENTS

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

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

## 2-1.03 BID DOCUMENT COMPLETION

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

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

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

Failure of the Bidder to fulfill the requirements of the special provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the Bidder to a determination of the Bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

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

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

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Jennifer Rimoldi via fax or email as noted above within 24 hours after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

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

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

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

**If using a bidder's bond, the bidder's bond shall conform to the bond form following the Proposal section of the Contract Documents for the project "GREEN VALLEY ROAD AT WEBER CREEK BRIDGE REPLACEMENT PROJECT", and shall be properly filled out and executed and submitted with the Bidder's proposal.**

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

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

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

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

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

The Department may grant bid relief under Public Contract Code §5100 et seq. Submit any request for bid relief on the form referenced below by faxing request form to Jennifer Rimoldi, County of El Dorado, Community Development Agency, Transportation Division at (530) 626-0387.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

- (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
  - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

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

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

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

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

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

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

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

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

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

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

#### **DBE Commitment Submittal**

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

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form via or email or fax to Jennifer Rimoldi, County of El Dorado, Community Development Agency, Transportation Division; email: Jennifer.Rimoldi@edcgov.us; Fax: (530) 626-0387. DBE Commitment form must be received as noted no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

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

### **Good Faith Efforts Submittal**

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

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

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

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

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

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

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

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

## **2-1.12 COST PRINCIPLES**

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

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



## 2-1.13 BID PROTEST PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bids will be considered for award by the Board of Supervisors. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County. The award of the Contract, if it be awarded, will be to the lowest responsive responsible Bidder whose Proposal complies with all the requirements prescribed. Such award, if made, will be made within thirty (30) days after the opening of the Proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the Bidder concerned.

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

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

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

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

The successful Bidder must furnish two bonds:

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

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

#### **3-1.04 CONTRACT EXECUTION**

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

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

The successful Bidder shall return the signed Contract, the Contract bonds, a California Form 590-Withholding Exemption Certificate, County Payee Data record form, and certificates of insurance to the Office of the Department

of Transportation **within ten business (10) days of the date of the Notice of Award of Contract letter**. Priority delivery or mail of these documents shall be to the attention of Jennifer Rimoldi, County of El Dorado, Community Development Agency, Transportation Division at 2850 Fairlane Court, Placerville CA 95667, Jennifer.Rimoldi@edcgov.us.

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

### **3-1.05 INSURANCE POLICIES**

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

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

### **3-1.06 BIDDERS' SECURITIES**

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

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

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

### **4-1.01 GENERAL**

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

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

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

The Engineer will issue Notice to Proceed within 12 days of contract approval.

The work shall be diligently prosecuted to completion before the expiration of **TWO HUNDRED (200) WORKING DAYS**.

The Contractor shall pay to the County of El Dorado the sum of **FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400)** per day, for each and every calendar day's delay in finishing the work in excess of **TWO HUNDRED (200) WORKING DAYS**.

For Stage 4 work requiring the closure of Green Valley Road the Contractor shall be allowed a maximum of five (5) consecutive calendar days, as described in "Maintaining Traffic" of these special provisions to complete the work. In the event the Contractor fails to open Green Valley Road after prescribed five (5) days of closure, the Contractor shall pay to the County of El Dorado the sum of **TEN THOUSAND DOLLARS (\$10,000)** per calendar day for each and every calendar day's delay.

Should the Contractor begin work in advance of receiving the Notice to Proceed, any work performed by the Contractor in advance of the date stated in the Notice to Proceed shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer with the exception of preparing and obtaining the Engineer's acceptance of the Storm Water Pollution Prevention Plan (SWPPP), as specified in section 10-1.03 "Water Pollution

Control” and preparing and obtaining Engineer’s acceptance of the Baseline Progress Schedule (Critical Path Method) as specified in section 10-1.21 “Progress Schedule (Critical Path Method)” of these special provisions.

Should the Contractor begin work in advance of receiving the Notice to Proceed, any work performed by the Contractor in advance of the date stated in the Notice to Proceed shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer.

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

1. Baseline Progress Schedule (Critical Path Method)
2. Fugitive Dust Control Plan
3. Notification of Dispute Resolution Advisor (DRA) nominee and disclosure statement

Do not start work at the job site until the Engineer accepts your SWPPP submittal and obtains a Waste Discharge Identification Number (WDID No.)

Due to the timing of the start of construction if, from the contractor’s schedule and the long-range forecast, the Engineer determines that the predicted weather window will not allow the Contractor to complete an item of work before the onset of inclement weather, the Engineer may order a temporary suspension of the proposed item of work.

During the temporary suspension, winterization cost or costs associated with water pollution control within the County’s project area shall be made in accordance with “Water Pollution Control” elsewhere in these Special Provisions. Any other contract work required to be performed within the County’s project area during the temporary suspension (including, but not limited to items such as dust control and traffic control) shall be paid for via their respective contract items.

Since the Contractor is being made aware of this temporary suspension of work prior to bid submittal, full compensation for all direct and indirect costs (including, but not limited to time-related overhead, home office overhead, field office overhead, and mobilization or remobilization) related to this temporary suspension of work shall be considered as included in the various items of work and no additional payment will be made therefor. Except as otherwise provided herein, the Contractor shall at all times remain responsible for the obligations set forth in Section 7 of the Standard Specifications, “Legal Relations and Responsibility”.

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

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

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

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

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

Before work can begin on a subcontract, the Department will require the Contractor to submit a completed “Subcontracting Request”, Exhibit 16-B of the Caltrans Local Assistance Procedures Manual (LAPM) or equivalent. When the Engineer receives the completed form it will be checked for agreement of the first tier subcontractors and DBE’s. The Engineer will not approve the request when it identifies someone other than the DBE listed in the previously completed “LOCAL AGENCY BIDDER – DBE COMMITMENT (Construction Contracts) Exhibit 15-G” form or first

tier subcontractor listed in the Subcontractors Listing form of the Proposal. The "Subcontracting Request" will not be approved until any discrepancies are resolved. If an issue cannot be resolved at that time, or there is some other concern, the Engineer will require the Contractor to eliminate the subcontractor in question before signing the subcontracting request. A change in the DBE or first tier subcontractor may be addressed during a substitution process at a later date.

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

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

The Engineer will give the Contractor a blank Exhibit 17-F, "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First –Tier Subcontractors," from the Caltrans LAPM. This form must be completed and returned to the County with the Acceptance Statement which accompanies the Proposed Final Pay Estimate.

Full compensation for the required attendance shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

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

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

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

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

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

### **SECTION 5. GENERAL**

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

##### **5-1.01 LABOR NONDISCRIMINATION**

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

### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOVERNMENT CODE SECTION 12990)**

Attention is directed to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

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

## **5-1.02 PREVAILING WAGE**

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

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

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

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

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

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

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

## **5-1.03 APPRENTICES**

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

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

**5-1.04 CERTIFIED PAYROLL**

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

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or subcontractors in connection with this project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.
  - b. Make available for inspection or furnished upon request to a representative of the County, the State of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

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

In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

The second paragraph of Section 7-1.01A(3) is replaced with:

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

**5-1.05 BLANK**

**5-1.06 PARTNERING**

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

**5-1.07 DISPUTE RESOLUTION**

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

**DISPUTE RESOLUTION ADVISOR AGREEMENT**

(REV 01/24/14)

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

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

#### RECITALS

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

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

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

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

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

To assist in the timely resolution of disputes between PARTIES, the contract provides for the establishment and the operation of DRA. DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to PARTIES. DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. DRA shall perform the services necessary to participate in DRA's actions as designated in Section III, Scope of Work.

#### **SECTION II DRA QUALIFICATIONS**

DRA shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Resolution Board Foundation. Candidates shall have substantial experience in or directly related to public works heavy highway construction projects with or on behalf of federal, state or local government agencies, particularly Caltrans.

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

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

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

No DRA shall have prior direct involvement in the contract. No DRA shall have a financial interest in the contract or PARTIES thereto, including but not limited to CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period six months prior to award and during the contract. Exceptions to above are compensation for services on this AGREEMENT or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRA shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

#### **SECTION III SCOPE OF WORK**

The Scope of Work of DRA includes, but is not limited to, the following:



## **A. PROCEDURES**

DRA shall meet with PARTIES at the start of the project to establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRA established procedures shall only be implemented upon approval by PARTIES. Subsequent meetings shall be held only to hear disputes between PARTIES.

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

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

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

DRA shall have no claim against COUNTY or CONTRACTOR, or both, from claimed harm arising out of PARTIES' evaluations of DRA's opinions.

## **B. DISPUTE MEETING**

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

If CONTRACTOR requests a dispute meeting with DRA, CONTRACTOR must simultaneously notify COUNTY. Upon being notified of the need for a dispute meeting, DRA shall review and consider the dispute. DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of PARTIES, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

Only COUNTY's Deputy Director, Engineering, Fairlane Unit, Resident Engineer, Structure Representative, or Senior Bridge Engineer and CONTRACTOR's or subcontractor's, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of either party's attorneys at DRA meetings.

There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

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

At the dispute meeting DRA may ask questions, seek clarification, and request further clarification of data presented by either of PARTIES as may be necessary to assist in making a fully informed recommendation. However, DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during PARTIES' presentations. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRA questions and requests.

There shall be no testimony under oath or cross-examination, during DRA dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by DRA in conformance with the rules and regulations established at the first meeting between DRA and PARTIES. These established rules and regulations need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of PARTIES shall be conclusively considered by DRA as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete

argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered.

#### **1. TRADITIONAL DISPUTE MEETING:**

The following procedure shall be used for the traditional dispute meeting:

- a. Within five days after receiving COUNTY's written response to CONTRACTOR's supplemental potential claim record, CONTRACTOR shall refer the dispute to DRA, if CONTRACTOR wishes to further pursue the dispute. CONTRACTOR shall make the referral in writing to DRA, simultaneously copied to COUNTY. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to PARTIES and DRA what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- b. PARTIES shall each be afforded an opportunity to be present and to be heard by DRA, and to offer evidence. Either party furnishing written evidence or documentation to DRA must furnish copies of such information to the other party a minimum of ten days prior to the date DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as DRA may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to DRA. DRA shall not consider evidence not furnished in conformance with the terms specified herein.
- c. Upon receipt by DRA of a written referral of a dispute, DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than twenty-five days after receipt of the written referral unless otherwise agreed to by all PARTIES.
- d. DRA shall furnish a written report to PARTIES. DRA may request clarifying information of either party within five days after DRA dispute meeting. Requested information shall be submitted to DRA within five days of DRA request. DRA shall complete its report and submit it to PARTIES within ten days of DRA dispute meeting, except that time extensions may be granted at the request of DRA with the written concurrence of PARTIES. The report shall summarize the facts considered, the contract language, law or regulation viewed by DRA as pertinent to the dispute, and DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. DRA's written opinion shall stand on its own, without attachments or appendices. DRA shall furnish a copy of the written recommendation report to the Transportation Division Director, at the County of El Dorado Community Development Agency, Transportation Division, 2850 Fairlane Court, Placerville, California 95667.
- e. Within ten days after receiving DRA's report, PARTIES shall respond to DRA in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of DRA's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts DRA recommendation. Immediately after responses have been received from PARTIES, DRA shall provide copies of both responses to PARTIES simultaneously. Either party may request clarification of elements of DRA's report from DRA prior to responding to the report. DRA shall consider any clarification request only if submitted within five days of receipt of DRA's report, and if submitted simultaneously in writing to both DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. DRA shall respond, in writing, to requests for clarification within five days of receipt of such requests.
- f. Either party may seek a reconsideration of DRA's recommendation. DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the ten day time limit specified for response to DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.
- g. If PARTIES are able to settle their dispute with the aid of DRA's report, COUNTY and CONTRACTOR shall promptly accept and implement the settlement of PARTIES. If PARTIES cannot agree on compensation within thirty days of the acceptance by PARTIES of the settlement, either party may request DRA to make a recommendation regarding compensation.

#### **2. INFORMAL DISPUTE MEETING**

An informal dispute meeting shall be convened, only if, PARTIES and DRA agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

- a. PARTIES shall furnish DRA with one copy of pertinent documents requested by DRA that are or may become necessary for DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to DRA.
- b. After the dispute meeting has concluded, DRA shall deliberate in private the same day, until a response to PARTIES is reached or as otherwise agreed to by PARTIES.
- c. DRA then verbally delivers its recommendation with findings to PARTIES.
- d. After the recommendation is presented, PARTIES may ask for clarifications.
- e. Occasionally DRA, on complex issues, may be unable to formulate a recommendation based on the information given at a dispute meeting. However, DRA may provide PARTIES with advice on strengths and weaknesses of their prospective positions, in the hope of PARTIES reaching settlement.
- f. If PARTIES are able to settle their dispute with the aid of DRA's opinion, COUNTY and CONTRACTOR shall promptly accept and implement the settlement of PARTIES.
- g. DRA will not be bound by its oral recommendation in the event that a dispute is later heard by DRA in a traditional dispute meeting.

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

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

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

#### **SECTION V PAYMENT**

DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, at the start of the project as set forth in Section III A., and for a dispute meeting related to the contract. A member serving on more than one DRA or DRB involving COUNTY, regardless the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for onsite time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by DRA to review and research activities outside official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to DRA), has been specifically agreed to in advance by PARTIES, and will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. COUNTY will provide administrative services such as conference facilities to DRA.

##### **A. PAYMENT PROCESSING**

CONTRACTOR shall make direct payments to DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by DRA, and technical services.

DRA may submit invoices to CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by PARTIES and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to DRA until the amount and extent of those fees are approved by COUNTY and CONTRACTOR.

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

DRA and CONTRACTOR shall keep available for inspection by representatives of COUNTY and the United States, for a period of 4 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to the contract is initiated before the expiration of

the 4-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

#### **SECTION VI ASSIGNMENT OF TASKS OF WORK**

DRA shall not assign the work of this AGREEMENT.

#### **SECTION VII TERMINATION OF DRA**

DRA may resign after providing not less than 15 days written notice of the resignation to COUNTY and CONTRACTOR. DRA may be terminated, by either party, for failing to fully comply at all times with all required employment or financial disclosure conditions of DRA membership in conformance with the terms of the contract and this AGREEMENT. Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and DRA.

#### **SECTION VIII LEGAL RELATIONS**

PARTIES hereto mutually understand and agree that DRA in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury by DRA than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of the contract that require CONTRACTOR to indemnify and hold harmless COUNTY, PARTIES shall jointly indemnify and hold harmless DRA from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of DRA.

#### **SECTION IX CONFIDENTIALITY**

PARTIES hereto mutually understand and agree that all documents and records provided by PARTIES in reference to issues brought before DRA, which documents and records are marked "Confidential - for use by DRA only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRA findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of PARTIES who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to PARTIES who furnished them to DRA. However, PARTIES understand that such documents may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

#### **SECTION X DISPUTES**

Disputes between PARTIES arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between PARTIES or through the administrative process provided in the contract shall be resolved as provided in "Disputes Resolution" of the Special Provisions. Disputes between DRA and PARTIES that cannot be resolved by negotiation and mutual concurrence shall be resolved in the appropriate forum.

#### **SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party, including DRA, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, PARTIES hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. PARTIES hereto agree that all questions shall be resolved by arbitration by application of California law and that PARTIES to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be El Dorado County or any other location as agreed to by PARTIES.

#### **SECTION XII FEDERAL REVIEW AND REQUIREMENTS**

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

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

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

DRA

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

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

CONTRACTOR

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

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

COUNTY OF EL DORADO  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION

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

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

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

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

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

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

#### **5-1.08 RECORDS**

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

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

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

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

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

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

#### **5-1.09 RECORDS EXAMINATION, AUDIT & RETENTION REQUIREMENTS**

All accounting records and other supporting papers of Contractor and any subcontractors connected with performance under this Contract shall be maintained for a minimum of four (4) years from the date of final payment by County or all other pending matters are closed and shall be held open to inspection and audit by representatives of the County, the State Auditor, or any duly authorized representative of other government agencies, and copies thereof shall be furnished upon request.

Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the various aspects of the Contract. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date that final payment by County and all other pending matters are closed. Representatives of the County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

#### **5-1.10 SUBCONTRACTOR AND DBE RECORDS**

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

The Department requests the Contractor to:

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

Maintain records including:

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

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

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

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

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

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

### **5-1.11 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES**

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

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

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

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

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

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

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

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

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

#### **5-1.12 BUY AMERICA REQUIREMENTS**

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

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

Production includes:

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

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

This contract is a Federal –aid contract.

#### **5-1.13 SUBCONTRACTING**

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

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

#### **5-1.14 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

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



otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

#### **5-1.15 PROMPT PAYMENT OF RETAINED FUNDS TO SUBCONTRACTORS**

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

#### **5-1.16 SCOPE OF PAYMENT**

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

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

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

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

#### **5-1.17 PROGRESS PAYMENT**

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

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

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

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

#### **5-1.19 PROGRESS WITHHOLDS**

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

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

Pay Estimate

### **5-1.20 PERFORMANCE FAILURE WITHHOLDS**

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

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

### **5-1.21 STOP NOTICE WITHHOLDS**

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

Stop Notice information may be obtained from the Engineer

### **5-1.22 PENALTY WITHHOLDS**

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

Unless noted otherwise elsewhere in these special provisions,

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

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

### **5-1.23 RETENTION OF FUNDS AND RELEASE OF RETAINED FUNDS**

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

The Department will retain 10% of the value of each progress payment (excluding mobilization payments) from each progress payment. In conformance with 49 CFR 26.29 the Department will release retention incrementally as follows:

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

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

The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the California Public Contract Code. Securities eligible for

deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

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

#### **5-1.24 INTEREST ON PAYMENTS**

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

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the receipt of an undisputed and properly submitted pay request from the Contractor defined herein as the pay estimate prepared by the Engineer and approved by the Contract Administrator for the County.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 5-1.015, "Records," and Section 9-1.07, "Progress Payments," of the Amendments to the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on unpaid and undisputed claims shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to accept the claim statement.

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

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

#### **5-1.25 REPORTING**

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

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

#### **5-1.26 PAYMENT AFTER CONTRACT ACCEPTANCE**

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

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

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

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

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

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

#### **5-1.27 PUBLIC SAFETY**

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

#### **5-1.28 TESTING**

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

#### **5-1.29 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

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

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

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

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

#### **5-1.30 SOLID WASTE DISPOSAL AND RECYCLING PLAN**

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

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

#### **5-1.31 AIR POLLUTION CONTROL**

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

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

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

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

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.\*

Use catalytic converters on gasoline-powered equipment.

Do not leave inactive construction equipment idling for prolonged periods (i.e., more than 5 minutes).

Comply with the Portable Equipment Registration Program

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

#### **5-1.32 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.

#### **5-1.33 GUARANTEE**

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

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

#### **5-1.34 ACCESS FOR INSPECTION OF WORK**

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

### 5-1.35 COORDINATION WITH PROPERTY OWNERS

The County has entered into agreement with adjacent property owners for access and construction shown on the project plans and as indicated in these special provisions.

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

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

The conditions of the agreements and permits with adjacent property owners are included below in these special provisions. Attention is directed to the following parcel-specific conditions of the agreements that shall be met by the Contractor:

1. **APN 325-110-47:** Any trees that are four inches (4") in diameter or greater to be removed within the limits of this parcel shall be cut and placed within the limits of this parcel to be used by the property owner as firewood. Wood shall be cut to sixteen inch (16") lengths and sorted into separate piles for four to eight inch (4" – 8") and greater than eight inch (8") diameter rounds. The wood piles shall be located within the limits of this parcel, outside of any easements. The exact location of the wood piles shall be determined by the property owner and Engineer.  
Remove existing stone light column and relocate or reconstruct at new location per plans. Utilize existing light assembly and electrical run. Match existing stone fascia.
2. **APN 325-450-04:** Any trees that are four inches (4") in diameter or greater to be removed within the limits of this parcel shall be cut and placed within the limits of this parcel to be used by the property owner as firewood.  
The Contractor shall avoid using the driveway for access to this parcel.
3. **APNs 325-450-01, 325-110-34, and 325-110-32:** Any trees that are four inches (4") in diameter or greater to be removed within the limits of this parcel shall be cut and placed within the limits of this parcel to be used by the property owner as firewood.

The temporary construction easements (TCEs) on APNs 325-450-04, 325-450-01, 325-110-34, 325-110-35, 325-110-32, 325-110-23, 325-110-26, and 325-110-47 secured by the County allow the County or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of repairs, replacements, and removals as may, from time to time be required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment.

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

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

### 5-1.36 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.

**5-1.37      ARCHAEOLOGICAL DISCOVERIES**

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

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

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

**5-1.38      PROPERTY AND FACILITY PRESERVATION**

Add the following to the end of the first paragraph of Section 5-1.18 "Property and Facility Preservation" of the Amendments to the Standard Specifications:

- 9. Fencing

**El Dorado Irrigation District**

24 Hr. # (530) 622-4513  
 Bob Rice  
 (530) 642-4079  
 Fax (530) 642-4354  
 2890 Mosquito Road  
 Placerville, CA 95667

**Comcast**

Avgoustin Marchenko (AC Square)  
 (916) 376-7783  
 Fax (916) 376-7981  
 3434 52<sup>nd</sup> Avenue  
 Sacramento, CA 95823

**Pacific Gas and Electric Company**

24 Hr. # (800) 743-5000  
 Jennifer Donovan  
 (530) 621-7228  
 Fax (530) 621-7258  
 4636 Missouri Flat Road  
 Placerville, CA 95667

**AT&T**

24 Hr. # (866) 346-1168  
 Astrid Willard  
 (916) 484-2388  
 Fax (916) 451-8504  
 2700 Watt Avenue, Room 3473-11  
 Sacramento, CA 95821

**Central Valley Independent Network**

David Nelson  
 (559) 554-9100  
 Fax (559) 442-6047  
 9479 N. Fort Washington Avenue #105  
 Fresno, CA 93730

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

**5-1.39 SOUND CONTROL REQUIREMENTS**

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

**Sound Level Criteria**

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

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

<b>MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NONTRANSPORTATION NOISE SOURCES IN RURAL REGIONS—CONSTRUCTION NOISE</b>			
<b>Land Use Designation</b>	<b>Time Period</b>	<b>Noise Level (dB)</b>	
		<b>L<sub>eq</sub></b>	<b>L<sub>max</sub></b>
All Residential (LDR)	7 a.m. – 7 p.m.	50	60
	7 p.m. – 7 a.m.	45	55
	10 p.m. – 7 a.m.	40	50

The noise level requirement shall apply to the equipment on the job or related to the job measured at the affected building facade, including but not limited to trucks, transit mixers, or transient equipment that may or may not be owned



by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

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

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

#### **5-1.40 COPYRIGHTS, TRADEMARKS, AND PATENTS**

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

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

#### **5-1.41 UTILITIES REQUIRED BY CONTRACTOR**

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

#### **5-1.42 AREA FOR CONTRACTOR'S USE**

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

The County right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No County-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on County property may be arranged with the Engineer, subject to the prior demands of County maintenance forces and to other contract requirements. Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for damage to or loss of materials or equipment located within such areas.

Attention is directed to "Coordination with Property Owners" of these special provisions. Areas available for the exclusive use of the Contractor are designated on the plans. 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.

The Contractor shall obtain encroachment permits prior to occupying County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the Transportation Division, Project Engineer, Dustin Harrington, email: [dustin.harrington@edcgov.us](mailto:dustin.harrington@edcgov.us).

Residence trailers will not be allowed within the highway right of way, except that one trailer will be allowed for yard security purposes.

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. Upon completion of construction, all temporarily disturbed areas shall be restored to match their original condition.

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

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

Before procuring material from, disposing of material, or otherwise using non-highway property, the Contractor shall obtain a written agreement from the property owner.

**5-1.43 PAYMENTS**

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

- A. Earth Retaining Structure, Location A & B
- B. Prestressing steel for cast-in-place concrete members sealed packages only, and prestressing ducts and anchorages
- C. Type B Joint Seals
- D. Bar Reinforcing Steel
- E. Railings

**5-1.44 SUPPLEMENTAL PROJECT INFORMATION**

The Department makes the following supplemental project information available:

<b>Supplemental Project Information</b>	
Means	Description
Available to all Contract Document holders as specified in the Notice to Bidders	<ol style="list-style-type: none"> <li>1. Final Foundation Report, prepared by Youngdahl Consulting Group, dated June 3, 2010.</li> <li>2. Drainage Report, prepared by HDR, dated February 4, 2011.</li> <li>3. Project Cross Sections.</li> <li>4. Revised Standard Plans.</li> </ol>

**5-1.45 SPECIES PROTECTION**

**GENERAL**

**Summary**

This work includes protecting regulated species or their habitat.

This project is within or near habitat for California Red-Legged Frog (CRLF).

Comply with Section 14-6.02 of the Standard Specifications.

### **CONSTRUCTION**

The County will conduct a biological resources education program for construction crews prior to construction. The education program will include a brief review of special-status species that may occur in the project area (including life history, habitat requirements, and pictures of the species), the portions of the project area in which they may occur, and their legal status. The program will also cover the restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on these species during project implementation. The crew foreman will be responsible for ensuring that crew members adhere to the guidelines and restrictions. Education programs will be conducted as appropriate for new personnel as they are brought on the job during the construction period. Restrictions and guidelines that must be followed by construction personnel are as follows:

1. Project-related vehicles will observe the posted speed limit on hard-surfaced road and 10 miles per hour speed limit on unpaved road during travel in the project area.
2. Project-related vehicles and construction equipment will restrict off-road travel to the designated construction area.
3. Night time construction adjacent to Weber Creek shall be minimized to the extent possible.
4. All food-related trash will be disposed of in closed containers and removed from the project area at least once a week during the construction period. Construction personnel will not feed or otherwise attract wildlife to the project areas.
5. No pets or firearms will be allowed in the project area.
6. No rodenticides or herbicides will be applied in the project area during construction activities.
7. To prevent possible resource damage from hazardous materials such as motor oil or gasoline, construction personnel will not service vehicles or construction equipment outside of designated areas.
8. Any worker who inadvertently injures or kills a special-status species or finds one dead, injured, or entrapped, will immediately report the incident to the biological monitor. The monitor will immediately notify the County, who will provide verbal notification to the United States Fish and Wildlife Service (USFWS) Endangered Species Office in Sacramento, California, and to the local Department of Fish and Wildlife (DFW) warden or biologist within 3 working days. The County will follow up with written notification to USFWS and DFW within 5 working days.

Contractor shall notify the County four working days prior to the start of any construction activity within the riparian and aquatic habitat of Weber Creek so the County can arrange to have its biological monitor conduct a preconstruction survey of the biological study area for the California Red-Legged Frog (CRLF). The County's biological monitor will be on-site during clearing and grubbing activities in the riparian corridor to ensure that no CRLF is present. In the event that a CRLF is observed during construction activities within the creek, activities will cease and the County will contact the biological monitor. Construction activities will not resume until the frog leaves the project site and exclusionary fencing is installed by the Contractor to prevent the movement of frogs back into the construction area. Relocation of CRLF will only take place by an individual permitted by USFWS to handle this species.

### **MEASUREMENT AND PAYMENT**

Full compensation for Species Protection, including the cost of attendance at the initial biological resources education program, subsequent training of new employees entering the job after the biological resources education program training, cooperation with County and County staff performing biological monitoring, compliance with restrictions and guidelines listed in this section, and in all project conditions, permits and agreements, not otherwise paid for under separate provision is included in the various contract items of work and no additional compensation will be allowed therefor.

The cost for implementing all required protection measures described herein, in the event that a CRLF is observed in the construction area, including furnishing and installing exclusionary fencing, as directed by the Engineer, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

### **5-1.46 PROJECT APPEARANCE**

The Contractor shall maintain a neat appearance to the work.

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

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

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

#### **5-1.47 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

A portion of this project is located within the jurisdiction of the California Department of Fish and Wildlife. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Wildlife. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

A copy of the agreement is located in Appendix E of these special provisions. It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Wildlife, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1602.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications, Section 7 of these special provisions, and Article 5 of the draft Agreement.

Reasonable modifications to the agreement between the Department of Transportation and the Department of Fish and Wildlife which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Wildlife for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Delays," of the Amendments to the Standard Specifications.

Modifications to any agreement between the Department of Transportation and the Department of Fish and Wildlife will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

#### **5-1.48 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).

This project is subject to the current statewide general permit issued by the SWRCB entitled "Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities" as amended by Order No. 2010-0014-DWQ and Order No. 2012-0006-DWQ (General Permit) that regulate discharges of storm water and non-storm water from construction or demolition activities, including, but not limited to clearing, grading, grubbing, or excavation, or any other activity that results in land disturbance of equal to or greater than

one acre. The General Permit may be viewed at the Web site for the State Water Resources Control Board, Storm Water Program, Construction.

The Central Valley RWQCB has issued a 401 Water Quality Certification for this project. A copy of this Section 401 Water Quality Certification is included in Appendix E of these special provisions.

The NPDES permit that regulates this project, as referenced above, is referred to in this section as the "permit."

The Contractor shall notify the Engineer two weeks prior to beginning work within the stream zone of Weber Creek.

This project shall conform to the permit and modifications thereto. The Contractor shall maintain a copy of the permit at the project site and shall make them available during construction.

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

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

#### **5-1.49 BIRD PROTECTION**

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1st to August 31st.

##### **PRECONSTRUCTION SURVEYS**

When construction work shall begin during the nesting season (February 1 through August 31), all suitable nesting habitat within 250 feet of the limits of work will be surveyed by the County's biologist no more than 15 days prior to start of construction. If no active nests are found, then no additional avoidance and minimization measures will be necessary, and construction may proceed as planned.

Prior to the start of construction the County's biologist will conduct a survey of the existing bridge structure for the presence of bat roosts. If roosting bats are identified, the Contractor shall install passive exclusionary devices prior to the start of construction. Timing for installation of these devices shall be in the evening after all bats have left the roost to forage. Prior to demolition of the existing bridge, a survey for roosting bats will again be conducted to confirm bats are not roosting in the existing structure.

If an active nest is discovered within 250 feet of a construction area, a 250 foot buffer shall be established by the County's biologist around the nest tree and delineated by the Contractor using temporary fence (Type ESA), and the County's biologist will record the location on a site map. The buffer shall be maintained in place until the biologist determines the nest is no longer active, or unless monitoring determines a smaller buffer will protect the active nest. The size of suitable buffers depend on the species of bird, the location of the nest relative to the project, project activities during the time the nest is active, and other project specific conditions.

Construction work beginning during the non-nesting season, and continuing into the nesting season shall not be subject to these measures.

##### **SWALLOW NESTING PREVENTION**

The Contractor shall remove partially completed nests using either hand tools or high pressure water on a weekly basis, or install exclusion netting, or equivalent material, on the underside of the existing bridge to prevent swallows or other birds from nesting on the bridge prior to the start of the nesting swallow season, February 1. Exclusion structures shall be left in place until the existing bridge is removed, or August 31, whichever is earlier. Exclusion structures may

also be necessary on the new bridge, prior to the start of demolition of the existing bridge, if swallows attempt to nest on the new bridge.

The underside of the existing bridge shall be surveyed by the County’s biologist prior to the installation of the exclusion netting.

**MEASUREMENT AND PAYMENT**

The cost for conforming to all the provisions in this section, including exclusion netting and devices, nesting prevention measures, nest removal, and protection measures including the establishment of a 250 foot buffer around active nests and installation of temporary fence (Type ESA), as ordered by the Engineer, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

A delay to the controlling operation due to migratory or nongame birds or their nests will be considered a temporary suspension of work under Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Adjustments will be made for delays that the Engineer determines are not due to the Contractor's failure to perform the provision of the contract in the same manner as for suspensions due to unsuitable weather in Section 8-1.05.

**5-1.50 NONHIGHWAY FACILITIES (INCLUDING UTILITIES)**

Attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" and Section 15, "Existing Highway Facilities" of the Standard Specifications and these special provisions.

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 his cost and expense.

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

Notification Center	Telephone Number
Underground Service Alert	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.

Installation of the following utility facilities will require coordination with the Contractor's operations. The Contractor shall notify the Engineer, in writing, the number of days shown in the table below prior to doing work in the vicinity of the facility. The Contractor shall make the necessary arrangements with each utility company, and shall submit a schedule of the grading and utility work verified by a representative of the utility company to the Engineer. The schedule of work shall provide not less than the following number of working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications for the utility company to complete their work. For days that the Contractor is unable to perform the controlling items of work due to the utility work, the Engineer will either declare the days as non-working days, or temporarily suspend the work for those days.

The existing utility poles shall be protected in place until the utility relocations are completed and existing poles removed. The Contractor shall not alter the existing grade within the specified distance of the existing poles, as shown on the plans or as directed by the Utility Owner, to protect the existing poles in place. Within a ten-foot radius of where the new poles will be placed, the Contractor shall construct cut and/or fill slopes to lines and grades of the plans prior to the Utility Owner setting new poles.

The Utility Owner's work shall be performed during the specified periods within the duration of the construction activities, as noted in the following table. Each Utility Owner shall be allotted their specified duration and shall not be concurrent with the other utility relocation work.

Utility Owner	Location* (See Sheet U-1)	Anticipated Time of Occurrence	Type of Work	Calendar Days of Notification	Working Days to Complete
PG&E	'GV' 44+55.00 Rt.	Stage 4	Relocate existing service pole.	30	10
AT&T	<sup>1</sup> 'GV' 39+78.20 Rt. <sup>2</sup> 'GV' 41+53.91 Rt. <sup>3</sup> 'GV' 42+89.33 Rt. <sup>4</sup> 'GV' 44+55.00 Rt.	Stage 4	<sup>1</sup> Relocate existing utility pole. <sup>2</sup> Install new utility pole. <sup>3</sup> Relocate existing utility pole. <sup>4</sup> Relocate associated communication lines after new service pole is set.	30	10
Comcast	'GV' 39+78.20 Rt. 'GV' 41+53.91 Rt. 'GV' 42+89.33 Rt. 'GV' 44+55.00 Rt.	Stage 4	Relocate associated cable lines after PG&E and AT&T poles are set.	30	10
EID	<sup>5</sup> 'GV' ~44+04 Lt. <sup>6</sup> 'GV' ~44+85 Lt.	Stage 4	<sup>5</sup> Relocate blow-off valve. <sup>6</sup> Raise water valve to grade.	30	10
CVIN	'GV' ~38+09 to 'GV' ~42+23	Stage 3	Relocate underground fiber optic.	30	10

\*Pole locations given are proposed; refer to Sheet U-1 for existing locations.

In the event that the utility facilities mentioned above are not removed or relocated by the date specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by the date specified, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

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

**Underground Service Alert Phone: 811**

**El Dorado Irrigation District (EID)**

Bob Rice  
(530) 642-4079  
Fax (530) 642-4354

Green Valley Road at Weber Creek Bridge Replacement Project  
Contract No. PW 13-30685 / CIP No. 77114  
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2890 Mosquito Road  
Placerville, CA 95667

**Pacific Gas and Electric Company (PG&E)**

Jennifer Donovan  
(530) 621-7228  
Fax (530) 621-7258  
4636 Missouri Flat Road  
Placerville, CA 95667

**AT&T**

Astrid Willard  
(916) 484-2388  
Fax (916) 451-8504  
2700 Watt Avenue, Room 3473-11  
Sacramento, CA 95821

**Comcast**

Avgoustin Marchenko (AC Square)  
(916) 376-7783  
Fax (916) 376-7981  
3434 52<sup>nd</sup> Avenue  
Sacramento, CA 95823

**Central Valley Independent Network (CVIN) (dba Vast Networks)**

David Nelson  
(559) 554-9100  
Fax (559) 442-6047  
9479 N. Fort Washington Avenue #105  
Fresno, CA 93730

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

**5-1.51 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

**GENERAL**

**Summary**

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

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

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

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

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



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

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

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

If the price index at the time of placement increases:

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

### **Submittals**

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

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

## **ASPHALT QUANTITIES**

### **General**

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

### **Hot Mix Asphalt**

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

$$Q_h = HMATT \times X_a$$

where:

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

### **Rubberized Hot Mix Asphalt**

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

$$Q_{rh} = RHMATT \times 0.80 \times X_{arb}$$

where:

$$\begin{aligned} Q_{rh} &= \text{quantity in tons of asphalt in asphalt rubber binder used in RHMA} \\ RHMATT &= \text{RHMA total tons placed} \\ X_{arb} &= \text{theoretical asphalt rubber binder content from the job mix formula expressed as percentage of the total weight of rubberized HMA} \end{aligned}$$

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

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

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

where:

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

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

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

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

where:

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

and

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

**Tack Coat**

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

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

**Asphaltic Emulsion**

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

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

where:

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

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

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

### **Slurry Seal**

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

### **Modified Asphalt Binder**

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

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

where:

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

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

### **Other Materials**

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

### **PAYMENT ADJUSTMENTS**

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

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

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

Qt = Sum of quantities of asphalt (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

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

For US Customary projects, use:

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

For metric projects, use:

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

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

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

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

#### **5-1.52 SURFACE MINING AND RECLAMATION ACT**

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

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

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

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

#### **5-1.53 TRAINING**

For the Federal training program, the number of trainees or apprentices is 6.

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

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

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

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

Comply with Article 5 of the Draft Agreement.

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

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

Without limiting the Contractor's indemnification required by Article 5 "Indemnity" of the Draft Agreement, the Contractor must procure and maintain and must require any of its subcontractors to procure and maintain for the duration of the Contract, including the one-year guarantee period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. The following policies of insurance must be placed with insurers with a current A.M. Best's rating of no less than A-:VII. Coverage must be at least as broad as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8. MATERIALS**

**SECTION 8-1. MISCELLANEOUS**

**8-1.01 FILTER FABRIC**

Filter fabric for Retaining Wall No. 1 and Retaining Wall No. 3 must be Class A as specified in Section 88-1.02, "Filtration," of the Standard Specifications.

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

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

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

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

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

**PAVEMENT MARKERS, PERMANENT TYPE**

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

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

1. Apex, Model 921AR (4" x 4")
2. Ennis-Flint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH (3.1" x 4.5")

3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

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

(for recessed applications only)

1. Ennis-Flint, Model 948 (2.3" x 4.7")
  2. Ennis-Flint, Model 944SB (2" x 4")\*
  3. Ray-O-Lite, Model 2002 (2" x 4.6")
  4. Ray-O-Lite, Model 2004 (2" x 4")\*
- \*For use only in 4.5 inch wide (older) recessed slots

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

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

**PAVEMENT MARKERS, TEMPORARY TYPE**

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

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

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

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

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

**STRIPING AND PAVEMENT MARKING MATERIAL**

**Permanent Traffic Striping and Pavement Marking Tape**

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

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

1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. Tape 4, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", Series 780 and Series 710
8. 3M Series A145, Removable Black Line Mask

- (Black Tape: for use only on Hot mix asphalt surfaces)
- 9. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: for use only on Hot mix asphalt surfaces)
- 10. Brite-Line "BTR" Black Removable Tape  
(Black Tape: for use only on Hot mix asphalt surfaces)
- 11. Trelleborg Industries, RB-140  
(Black Tape: for use only on Hot mix asphalt surfaces)

**Preformed Thermoplastic (Heated in place)**

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

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

- 1. Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

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

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

**Special Use Type, 66-inch**

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

**Surface Mount Type, 48-inch**

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

**CHANNELIZERS**

**Surface Mount Type, 36-inch**

- 1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
- 2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
- 3. Carsonite, "Super Duck" (Round SDR-336)
- 4. Carsonite, Model SDCF03601MB "Channelizer"
- 5. FlexStake, Models 703, 753 TM, and EB3
- 6. GreenLine, Model SMD-36
- 7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- 8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base



9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

#### **Lane Separation System**

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb
6. Shur-Tite Products, SHUR-Curb, Model No. SF0200

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

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

1. Bent Manufacturing Company "T-Top", TDSC Series
2. Plastic Safety Systems "Navigator-42"
3. Traffix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42
7. Custom-Pak 4600 (Part No. 93005-0001)
8. Plasticade, Navicade, 650 RI

#### **OBJECT MARKERS**

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

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

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

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"
9. Flexible Marker Support, IMC 9484-24
10. Impact Recover Systems, Model 282-Q

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

##### **Impactable Type**

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

### **Non-Impactable Type**

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

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

(For use to the left of traffic)

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

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

(For use to the right of traffic)

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

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

1. Stinson Equipment Company "SaddleMarker"

### **GUARD RAILING DELINEATOR**

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

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

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

#### **Barrier, Guardrail Visibility Enhancement**

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

#### **Steel Post Type**

1. Carsonite, Model CFGR-327

### **RETROREFLECTIVE SHEETING**

#### **Channelizers, Barrier Markers, and Delineators**

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series and WR-6100
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

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

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight", C85
3. 3M Series 3840, Series 3340
4. Avery Dennison S-9000C

**Drums**

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

**BARRICADE SHEETING**

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

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

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

1. Avery Dennison, W-2100 Series

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

1. 3M Series 3334/3336

**Vertical Clearance Signs: Structure Mounted**

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

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

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

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

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series
4. Changzhou Hua R Sheng, Series TM 1200
5. Oracal, Oralite Series 5800

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

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

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

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

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

1. Avery Dennison, T-7500 Series

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

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

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

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

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

**SECTION 8-2. 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.

**STRENGTH DEVELOPMENT TIME**

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

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

Where:

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

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

**SUPPLEMENTARY CEMENTITIOUS MATERIALS**

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

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

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

Notes:

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

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

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

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

**SECTION 8-3. WELDING**

**8-3.01 WELDING**

**GENERAL**

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

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

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

AWS Code	Year of Adoption
D1.1	2008
D1.3	2008
D1.4	2005
D1.5	2008
D1.6	2007
D1.8	2009

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

Unless otherwise specified, Clause 6.1.3 of AWS D1.1, paragraph 1 of Section 7.1.2 of AWS D1.4, and Clause 6.1.1.2 of AWS D1.5, are replaced with the following:

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

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

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship.

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

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

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

When joint weld details that are not prequalified to the details of Clause 3 of AWS D1.1 or to the details of Figure 2.4 or 2.5 of AWS D1.5 are proposed for use in the work, the joint details, their intended locations, and the proposed welding parameters and essential variables, shall be approved by the Engineer. The Contractor shall allow the Engineer 15 days to complete the review of the proposed joint detail locations.

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

When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

Upon approval of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details shall perform a qualification test plate using the WPS variables and the joint detail to be used in production. The test plate shall have the maximum thickness to be used in production and a minimum length of 18 inches. The test plate shall be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The Engineer will witness all qualification tests for WPSs that were not previously approved by the Department.

In addition to the requirements specified in the applicable code, the period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

The Contractor shall notify the Engineer 7 days prior to performing any procedure qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables. The Contractor shall notify the Engineer using the "Standard TL-38 Inspection Form" located at:

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

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

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

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

Clause 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 7.6.5 of AWS D1.4 and Clause 6.6.5 of AWS D1.5 shall not apply.

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

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

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

### **WELDING QUALITY CONTROL**

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

Unless otherwise specified, welding quality control shall apply to work welded in conformance with the provisions in the following:

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

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

The QC Inspector shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors." The Assistant QC Inspector may perform inspection under the direct supervision of the QC Inspector provided the assistant is always within visible and audible range of the QC Inspector. The QC Inspector shall be responsible for signing all reports and for determining if welded

materials conform to workmanship and acceptance criteria. The ratio of QC Assistants to QC Inspectors shall not exceed 5 to 1.

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

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, reviewing, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall be a registered professional engineer or shall be currently certified as a CWI.

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

The QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans, the Standard Specifications, and these special provisions.

Welding inspection personnel or NDT firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The work is welded in conformance with AWS D1.5 and is performed at a permanent fabrication or manufacturing facility that is certified under the AISC Quality Certification Program, Category CBR, Major Steel Bridges and Fracture Critical endorsement F, when applicable.
- B. Structural steel for building work is welded in conformance with AWS D1.1 and is performed at a permanent fabrication or manufacturing facility that is certified under the AISC Quality Certification Program, Category STD, Standard for Steel Building Structures.

For welding performed at such facilities, the inspection personnel or NDT firms may be employed or compensated by the facility performing the welding provided the facility maintains a QC program that is independent from production.

Unless otherwise specified, an approved independent third party will witness the qualification tests for welders or welding operators. The independent third party shall be a current CWI and shall not be an employee of the contractor performing the welding. The Contractor shall allow the Engineer 15 days to review the qualifications and copy of the current certification of the independent third party.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a prewelding meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing welding or inspection for this project, shall be held to discuss the requirements for the WQCP.

Information regarding the contents, format, and organization of a WQCP, is available at the Transportation Laboratory and at:

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

The Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 2 copies of a separate WQCP for each subcontractor or supplier for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 15 days to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer.

An amended WQCP or any addendum to the approved WQCP shall be submitted to, and approved in writing by the Engineer, for proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for



revisions to the WQCP, including but not limited to a revised WPS; additional welders; changes in NDT firms, QC, or NDT personnel or procedures; or updated systems for tracking and identifying welds. The Engineer shall have 7 days to complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents. A copy of the Engineer approved document shall be available at each location where welding is to be performed.

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

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

Continuous inspection shall be provided when any welding is being performed. Continuous inspection, as a minimum, shall include having a QC Inspector within such close proximity of all welders or welding operators so that inspections by the QC Inspector of each welding operation at each welding location does not lapse for a period exceeding 30 minutes.

A daily production log for welding shall be kept for each day that welding is performed. The log shall clearly indicate the locations of all welding. The log shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each QC Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 15 days following the performance of any welding:

- A. A daily production log.
- B. Reports of all visual weld inspections and NDT.
- C. Radiographs and radiographic reports, and other required NDT reports.
- D. A summary of welding and NDT activities that occurred during the reporting period.
- E. Reports of each application of heat straightening.
- F. A summarized log listing the rejected lengths of weld by welder, position, process, joint configuration, and piece number.
- G. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and that all repaired welds have been reexamined using the required NDT and found acceptable.

The following information shall be clearly written on the outside of radiographic envelopes: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers, report numbers, and station markers or views, as detailed in the WQCP. In addition, all interleaves shall have clearly written on them the part description and all included weld numbers and station markers or views, as detailed in the WQCP. A maximum of 2 pieces of film shall be used for each interleave.

Reports of all visual inspections and NDT shall be signed by the inspector or technician and submitted daily to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures. Reports of all NDT, whether specified, additional, or informational, performed by the Contractor shall be submitted to the Engineer.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Except for field welded steel pipe piling, the Engineer shall be allowed 15 days to review the report and respond in writing after the complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover welds for which the Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for

incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection.

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

In addition to the requirements in AWS D1.1 and AWS D1.5, third-time excavations of welds or base metal to repair unacceptable discontinuities, regardless of NDT method, and all repairs of cracks require prior approval of the Engineer.

The Engineer shall be notified immediately in writing when welding problems, deficiencies, base metal repairs, or any other type of repairs not submitted in the WQCP are discovered, and also of the proposed repair procedures to correct them. For requests to perform third-time excavations or repairs of cracks, the Contractor shall include an engineering evaluation of the proposed repair. The engineering evaluation, at a minimum, shall address the following:

- A. What is causing each defect?
- B. Why the repair will not degrade the material properties?
- C. What steps are being taken to prevent similar defects from happening again?

The Contractor shall allow the Engineer 7 days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer.

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

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

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

- A. Unless considered prequalified, fillet welds shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR).
- B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, a minimum of 2 WPS qualification tests are required. The tests shall be conducted using both Figure 5.1 and Figure 5.3. The test conforming to Figure 5.1 shall be conducted in conformance with AWS D1.5, Clause 5.12 or 5.13. The test conforming to Figure 5.3 shall be conducted using the welding electrical parameters that were established for the test conducted conforming to Figure 5.1. The ranges of welding electrical parameters established during welding per Figure 5.1 in conformance with AWS D1.5, Clause 5.12, shall be further restricted according to the limits in Table 5.3 during welding per Figure 5.3.
- C. Multiple zones within a weld joint may be qualified. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.5 Clause 5.13 shall be consistent for each pass in a weld joint, and shall in no case vary by more than  $\pm 10$  percent for travel speed,  $\pm 10$  percent for amperage, and  $\pm 7$  percent for voltage as measured from a predetermined target value or average within each weld pass or zone. The travel speed shall in no case vary by more than  $\pm 15$  percent when using submerged arc welding.
- D. For a WPS qualified in conformance with AWS D1.5 Clause 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Clause 5.12 or 5.13.
- E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Clause 5.19.3.

- F. When a nonstandard weld joint is to be made using a combination of WPSs, a test conforming to Figure 5.3 may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 5.3.
- G. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 3 inches in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5 Clause 6.26.2, excluding Clause 6.26.2.2. Test plates that do not comply with both tests shall not be used.

## **PAYMENT**

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

## **SECTION 9. DESCRIPTION OF BRIDGE WORK**

The bridge work to be done consists, in general, of bridge removal as described in bridge removal of these special provisions and constructing the following structures as shown on the plans:

### **1. GREEN VALLEY ROAD AT WEBER CREEK (BRIDGE REPLACEMENT)**

Bridge Number 25C-0088

A single span cast in place prestressed concrete box girder bridge, approximately 165 feet in length, and 42 feet-10 inch minimum in width.

### **2. RETAINING WALL No. 1**

A shored gabion mechanically stabilized embankment wall approximately 265 feet-3 inch in length and maximum height of 43 feet with the soil nail shoring wall approximately 228 feet-2 inch in length and maximum height of 24 feet.

### **3. RETAINING WALL No. 2**

A cast in place reinforced concrete wall approximately 108 feet in length and maximum height of 8 feet-6 inches.

### **4. RETAINING WALL No. 3**

A gabion wall approximately 225 feet in length and maximum height of 24 feet.

## **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.

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

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

Attention is directed to "Coordination with Property Owners" of these special provisions regarding cooperation with owners.

A first order of work shall be to remove the trees shown for removal in the plans. Attention is directed to "Bird Protection" of these special provisions regarding work completed during the nesting season. Attention is directed to "Relations with California Department of Fish and Wildlife" and "Relations with California Regional Water Quality Control Board" of these special provisions. The Contractor shall complete the tree removal work in accordance with the conditions and requirements of the environmental permits included in the contract documents. Attention is also directed to "Water Pollution Control" of these special provisions. All tree removal work shall be clearly addressed and included in

the Contractor's Storm Water Pollution Prevention Plan submittal. The Contractor shall be responsible for ensuring the maintenance and stabilization of the project site in regards to storm water pollution prevention, during and after tree removal activities.

A first order of work shall be to submit required items for the bridge construction over Weber Creek. The time period for completing the work within the stream zone of Weber Creek shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of April 15th to October 15<sup>th</sup>, or before the onset of the rainy season, whichever occurs first. The rainy season is defined as a frontal system that deposits 0.25 inch or more of precipitation during one event in the area. Construction activities shall be timed with the awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the project limits shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.

Not less than sixty (60) 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 the seed ordered and the anticipated date of delivery.

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

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction, and that public safety, convenience, and water supply is maintained.

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

Attention is directed to "Earthwork" of these special provisions. Full compensation for all earthwork necessary for the temporary access road and temporary crossing at Weber Creek, as shown in the stage construction plans shall be considered as included in the various contract items of work involved and no separate payment will be made therefor.

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

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

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

Attention is directed to "Prepare and Paint Concrete" of these special provisions regarding test panels prior to beginning work on architectural textures.

Attention is directed to the section, "Shotcrete," in these special provisions regarding furnishing preconstruction shotcrete test panels.

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

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

### **10-1.02 CONSTRUCTION PROJECT INFORMATION SIGNS**

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

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

The letter sizes to be used shall be as shown on the detail included in Appendix B of these special provisions. The information shown on the signs shall be limited to that shown in Appendix B. The signs shall be kept clean and in good repair by the Contractor.

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

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

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

#### **GENERAL**

#### **Definitions and Abbreviations**

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

**active and inactive areas:** (1) Active areas are areas where soil-disturbing work activities have occurred at least once within 14 days, and (2) Inactive areas are areas where soil-disturbing work activities have not occurred within 14 days.

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

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

**CDPH:** California Department of Public Health

**CSMP:** Construction Site Monitoring Program.

**NAL:** Numeric Action Level.

**NEL:** Numeric Effluent Limit.

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

**NOI:** Notice of Intent.

**normal working hours:** The hours you normally work on this project.

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

**QSD:** Qualified SWPPP Developer.

**QSP:** Qualified SWPPP Practitioner.

**qualifying rain event:** A qualifying rain event is a storm that produces at least 0.5 inch of precipitation with a 48 hour or greater period between rain events.

**REAP:** Rain Event Action Plan.

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

**SAP:** Sampling and Analysis Plan.

**SSC:** Suspended Sediment Concentration.

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

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

**WDID:** Waste Discharge Identification Number.

**WPC:** Water Pollution Control.

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

To comply with the NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002, as amended by Order No. 2010-0014-DWQ and Order No. 2012-0006-DWQ) hereinafter called the "Permit", the Contractor shall submit to the Engineer its Storm Water Pollution Prevention Plan (SWPPP) for the project within the time frame noted in this special provision. Once accepted by the Engineer the Engineer will submit Contractor's SWPPP to the RWQCB via the RWQCB's Storm Water Multi Application Reporting and Tracking System (SMARTS) to obtain permit coverage and a WDID.

### **Summary**

Discharges of storm water from the project must comply with the Permit. Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including work items shown in the following Proposal Pay Items and Bid Price Schedule:

1. Prepare SWPPP. Prepare SWPPP includes preparing SWPPP, obtaining SWPPP acceptance for the Engineer to obtain coverage under the Permit and a WDID from RWQCB, amending the SWPPP, preparing a CSMP providing a WPC Manager, conducting WPC training, and monitoring, inspecting, and reporting WPC practices at the job site.
2. Storm Water Annual Report. Storm Water Annual Report preparation includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance.
3. Storm Water Sampling and Analysis Day. Storm Water Sampling and Analysis Day includes reporting of storm water quality per qualifying rain event. If specified for the risk level, the work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents.
4. Rain Event Action Plan. If specified for the project risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts.

Do not start work at the job site until:

1. SWPPP is accepted.
2. WDID is issued.

This project is Risk Level 2.

### **Submittals**

SWPPP acceptance

1. Within 21 days after the date of the Notice of Award letter submit 3 copies of the SWPPP and allow 7 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 SWPPP within 7 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete SWPPP is resubmitted.
3. When the Engineer accepts the SWPPP, submit an electronic copy and 4 printed copies of the accepted SWPPP.
4. The Engineer submits the accepted SWPPP to the RWQCB for their review and comment. Allow 14 days for RWQCB review and comment.
5. If the Engineer requests changes to the SWPPP based on RWQCB comments, amend the SWPPP within 10 days.

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

#### Training Records

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

#### Storm Water Annual Report

Prepare a Storm Water Annual Report for the reporting period from July 1st to June 30th. For the prior reporting period, submit the report no later than July 15th if construction occurs from July 1st through June 30th or within 15 days after contract acceptance if construction ends before June 30th.

Submit the Storm Water Annual Report as follows:

1. Submit 2 copies of the Storm Water Annual Report and allow 10 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 Storm Water Annual Report within 5 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete Storm Water Annual Report is resubmitted.
3. When the Engineer accepts the Storm Water Annual Report, insert the WPC Manager's signed certification and the Engineer's signed certification.

Submit one electronic copy and 2 printed copies of the Storm Water Annual Report for review and approval. The Contractor shall also complete the data entry of the approved Storm Water Annual Report in SMARTS by August 1st and notify the Engineer upon completion for review and certification.

#### Sampling, Monitoring, and Inspection Reports

Submit as required:

1. NAL Exceedance Reports
2. Receiving Water Monitoring Trigger Exceedance Reports
3. Visual Monitoring Reports
4. Inspection Reports
5. BMP Status Report

#### Contractor-support facilities

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

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

## **Quality Control and Assurance**

### Training

Provide WPC training for:

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

Provide storm water training in the following subjects:

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

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

Conduct weekly training meetings covering:

1. WPC BMP deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

Training for personnel to collect water quality samples must include:

1. Construction Site Monitoring Program review
2. Health and safety review
3. Sampling simulations

A Storm Water Information Handout has been prepared for this contract and is available as described in "Supplemental Project Information" of these special provisions.

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

Contractor-support facilities include:

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



If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial General 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 the Web site for the State Water Resources Control Board:

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

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

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

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

Water Pollution Control Manager

Assign one WPC Manager to implement the SWPPP. The WPC Manager must comply with the Permit qualifications for a QSP and a QSD. You may assign a different QSD to prepare the SWPPP.

The QSD must have the following qualifications:

1. Caltrans approved storm water management training described in Caltrans' Division of Construction, Water and Water Pollution Control Information web site
2. Registration or certification described in the Permit

The QSP must meet the qualifications of the QSD or have the following certifications:

1. Caltrans approved storm water management training described in the Caltrans' "Construction Storm Water and Water Pollution Control" web site
2. Certification described in the Permit

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 SWPPP and amend the SWPPP when required
8. Be at the job site within 2 hours of being contacted
9. Have the authority to stop construction activities damaging WPC practices and causing water pollution

WPC Manager must oversee:

1. Inspections of WPC practices identified in the SWPPP
2. Inspections and reports for visual monitoring
3. Preparation and implementation of REAPs
4. Sampling and analysis
5. Preparation and submittal of:
  - 5.1. NAL exceedance reports
  - 5.2. Receiving Water Monitoring Trigger exceedance reports
  - 5.3. Annual reports
  - 5.4. BMP status reports

## **STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

### **General**

SWPPP work includes preparing a SWPPP, including a CSMP, providing a WPC Manager, and providing WPC training, obtaining SWPPP acceptance for the Engineer to obtain coverage under the permit and a WDID, amending the SWPPP, monitoring, inspecting, and reporting on WPC practices at the job site. The SWPPP must comply with the Preparation Manual and the Permit. The SWPPP must be submitted in place of the water pollution control program under Section 7-1.01G, "Water Pollution," of the Standard Specifications. Include the following in the SWPPP:

1. Description of the work involved in the installation, maintenance, repair, and removal of temporary and permanent water pollution control practices.
2. Maps showing:
  - 2.1. Locations of disturbed soil areas
  - 2.2. Water bodies and conveyances
  - 2.3. Locations and types of water pollution control practices that will be used for each Contractor-support facility
  - 2.4. Locations and types of temporary water pollution control practices that will be used in the work for each construction phase
  - 2.5. Locations and types of water pollution control practices that will be installed permanently under the contract
  - 2.6. Pollutant sampling locations
  - 2.7. Locations planned for storage and use of potential nonvisible pollutants
  - 2.8. Receiving water sampling locations

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

The SWPPP must include sections as specified for the project risk level as follows:

1. For risk level 1:
  - 1.1. Schedule
  - 1.2. CSMP
2. For risk level 2:
  - 2.1. Schedule
  - 2.2. CSMP
  - 2.3. Adherence to Effluent Standards for NALs
  - 2.4. REAP
3. For risk level 3:

- 3.1. Schedule
- 3.2. CSMP
- 3.3. Adherence to Effluent Standards for NALs and Receiving Water Monitoring Triggers
- 3.4. REAP

A qualified SWPPP developer (QSD) must develop the SWPPP.

The SWPPP must include WPC practices for:

1. Storm water and non-storm water 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. Activities or mobile operations related to contractor obtained NPDES permits
3. Contractor-support facilities

The SWPPP must include a copy of the County-furnished CEQA document, and a copy of permits obtained by the Department such as Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 Certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB Waste Discharge Requirements for aerially deposited lead reuse.

Amend the SWPPP annually or as conditions of the SWPPP change and resubmit it within 15 days of any changes or by July 15th. Upload the amended SWPPP to SMARTS within 15 days of approval from the Engineer.

Amend the SWPPP if:

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

Whenever you amend the SWPPP, follow the same process specified for SWPPP acceptance.

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

#### **SWPPP Schedule**

The SWPPP schedule must:

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

#### **Construction Site Monitoring Program (CSMP)**

##### **General**

The QSD must prepare a CSMP as part of the SWPPP. The CSMP must be developed before starting job site activities and be revised to reflect current construction activities as necessary.

The CSMP must include sections for the project risk level as follows:

1. For risk level 1:
  - 1.1. Visual Monitoring

- 1.2. SAP for Non-Visible Pollutants
  - 1.3. SAP for non-storm water discharges
  - 1.4. SAP for monitoring required by RWQCB
2. For risk level 2:
    - 2.1. Visual Monitoring
    - 2.2. SAP for Non-Visible Pollutants
    - 2.3. SAP for non-storm water discharges
    - 2.4. SAP for monitoring required by RWQCB
    - 2.5. SAP for turbidity
    - 2.6. SAP for pH
  3. For risk level 3:
    - 3.1. Visual Monitoring
    - 3.2. SAP for Non-Visible Pollutants
    - 3.3. SAP for non-storm water discharges
    - 3.4. SAP for monitoring required by RWQCB
    - 3.5. SAP for turbidity
    - 3.6. SAP for pH
    - 3.7. SAP for receiving waters
    - 3.8. SAP for temporary active treatment systems (ATS)

**Visual Monitoring**

The WPC Manager must oversee the performance of visual inspections for qualifying rain events. Use the Storm water Site Inspection Report form to document visual monitoring.

For each qualifying rain event, perform visual inspections and record observations during normal working hours as follows:

1. Record the time, date, and rain gauge reading
2. Observe:
  - 2.1. Within 2 business days before the storm:
    - 2.1.1. Drainage areas for spills, leaks, or uncontrolled pollutants
    - 2.1.2. Proper implementation of WPC practices
    - 2.1.3. Storm water storage areas for leaks and adequate freeboard
  - 2.2. Every 24 hours during the storm:
    - 2.2.1. WPC practices for effective operation
    - 2.2.2. WPC practices needing maintenance and repair
  - 2.3. Within 2 business days after the qualifying rain event:
    - 2.3.1. Storm water discharge locations
    - 2.3.2. Evaluation of design, implementation, effectiveness, and locations of water pollution control practices including locations where additional water pollution control practices may be needed
    - 2.3.3.

Perform non-storm water discharge visual inspections as follows:

1. At least once during each of the following periods:
  - 1.1. January through March

- 1.2. April through June
  - 1.3. July through September
  - 1.4. October through December
2. Observe flowing and contained storm water for the presence of floating and suspended materials, sheen on the surface, discoloration, turbidity, odors, and sources of observed pollutants
  3. Observe the job site for the presence of authorized and unauthorized non-storm water discharges and their sources

The WPC Manager must prepare visual inspection reports that include the following:

1. Name of personnel performing the inspection, inspection date, and date inspection report completed
2. Storm and weather conditions
3. Locations and observations
4. Corrective actions taken

Maintain visual inspections reports at the job site as part of the SWPPP.

**Sampling and Analysis Plan (SAP)**

**General**

Include a SAP in the CSMP to monitor the effectiveness of WPC practices.

The SAP must comply with the Preparation Manual and the RWQCB 401 Water Quality Certification. Attention is directed to “Relations with California Regional Water Quality Control Board” of these special provisions. The 401 Water Quality Certification requires the following minimum conditions be met in regard to water sampling procedures:

Water sampling shall be performed:

1. When performing any in-water work.
2. In the event that project activities result in any materials reaching surface waters.
3. When any activities result in the creation of a visible plume in surface waters.

The following monitoring shall be conducted immediately upstream out of the influence of the project and 300 feet downstream of the active work area. Sampling results shall be submitted to the Central Valley Regional Water Quality Control Board office within two weeks of initiation of sampling and every two weeks thereafter.

Parameter	Unit	Type of Sample	Frequency of Sample
Turbidity	NTU	Grab	Every 4 hours during in-water work
Settleable Material	ml/l	Grab	Same as above
Visible construction related pollutants	Observations	Visible inspections	Continuous throughout the construction period

Construction activities shall not cause turbidity increases in surface water to exceed:

1. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
2. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
3. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
4. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
5. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTU over background turbidity as measured in surface waters 300 feet downstream from the working area. In determining compliance with the above limits, appropriate averaging periods may be applied provided that

beneficial uses will be fully protected. Averaging periods may only be assessed by prior permission of the Central Valley Regional Water Quality Control Board.

Construction activities shall not cause settleable matter to exceed 0.1 ml/l in surface waters as measured in surface waters 300 feet downstream of the project.

Assign trained personnel to collect water quality samples. Document their training in the SAP.

Describe the following water quality sampling procedures in the SAP:

1. Sampling equipment
2. Sample preparation
3. Collection
4. Field measurement methods
5. Analytical methods
6. Quality assurance and quality control
7. Sample preservation and labeling
8. Collection documentation
9. Sample shipping
10. Chain of custody
11. Data management and reporting
12. Precautions from the construction site health and safety plan
13. Laboratory selection and certifications

Whenever assigned field personnel take samples, comply with the equipment manufacturer's recommendation for collection, analysis methods, and equipment calibration.

Samples taken for laboratory analysis must follow water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

The SAP must identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method. For a list of State-certified laboratories, go to the CDPH Web site.

Include procedure for sample collection during precipitation.

Retain water quality sampling documentation and analytical results with the SWPPP at the job site.

Show pollutant sampling locations on SWPPP drawings.

If discharges or sampling locations change because of changed work activities or knowledge of site conditions, amend the SAP.

If the project is risk level 2 or risk level 3, include procedures for collecting and analyzing at least 3 samples for each day of each qualifying rain event. Describe the collection of effluent samples at all locations where the storm water is discharged off-site.

#### **Analytical Results and Evaluation**

Whenever sampling is required, submit an electronic copy (in file format .xls, .txt, .csv, .dbs, or .mdb) and a printed copy of water quality analytical results, and quality assurance and quality control reports within 48 hours of field sampling, and within 30 days of laboratory analysis. Include an evaluation of whether the downstream samples show levels of the tested parameter that are higher than the control sample.

Electronic water quality analysis results must have the following information:

1. Sample identification number
2. Contract number
3. Constituent

4. Reported value
5. Analytical method
6. Method detection limit
7. Reported limit

**SAP for Non-Visible Pollutants**

The SAP for non-visible pollutants must include a description of the sampling and analysis strategy for monitoring non-visible pollutants.

The SAP for non-visible pollutants must identify potential non-visible pollutants present at the job site associated with any of the following:

1. Construction materials and waste
2. Existing contamination due to historical site usage
3. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to storm water

SWPPP drawings must show the locations planned for storage and use of potential non-visible pollutants.

The SAP for non-visible pollutants must include sampling procedures for the following conditions when observed during a storm water visual inspection. For each of the following, include a procedure for collecting sample(s) for each qualifying storm event:

1. Materials or waste containing potential non-visible pollutants that are not stored under watertight conditions
2. Materials or wastes containing potential nonvisible pollutants that are stored under watertight conditions at locations where a breach, leak, malfunction, or spill occurred and was not cleaned up before the precipitation
3. Chemical applications, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound used during precipitation or within 24 hours preceding precipitation, and could discharge pollutants to surface waters or drainage system
4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to storm water runoff and discharge pollutants to surface waters or drainage systems, unless independent test data is available to indicate acceptable concentrations of nonvisible pollutants in the material
5. Storm water runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP for non-visible pollutants must provide sampling procedures and schedule for:

1. Sample collection during the first 2 hours of rain events that generate runoff
2. Sample collection during normal working hours
3. Each non-visible pollutant source
4. Uncontaminated control sample

The SAP for non-visible pollutants must identify locations for sampling downstream and control samples, and reasons for selecting those locations. Select control sample locations where the sample will not come in contact with materials, waste, or areas associated with potential non-visible pollutants or disturbed soil areas.

**SAP for Sediment and Turbidity**

If the project is risk level 2 or risk level 3, sample and analyze for turbidity:

Parameter	Test Method	Detection Limit (Min)	Unit
Turbidity	EPA Test method 180.1 and/or field test with calibrated portable instrument	1	NTU

If the project is risk level 3 and the receiving water monitoring trigger for turbidity has been exceeded, sample and analyze receiving water for SSC:

Parameter	Test Method	Detection Limit (Min)	Unit
SSC	ASTM Method D3977-97	5	Mg/L

**SAP for pH**

If the project is risk level 2 or risk level 3, sample and analyze for pH:

Parameter	Test Method	Detection Limit (Min)	Unit
pH	Field test with calibrated portable instrument	0.2	pH units

**SAP for Receiving Waters**

If the project is risk level 3, describe procedures for obtaining samples from representative and accessible locations:

1. Upstream of the discharge point
2. Downstream of the discharge point

Show receiving water sampling locations on SWPPP drawings.

If there are several discharge points, describe procedures for obtaining samples from a single upstream and a single downstream location.

**Rain Event Action Plan (REAP)**

REAP work includes preparing and submitting REAP forms and monitoring weather forecasts.

Prepare a REAP when the National Weather Service is predicting at least a 50 percent probability of precipitation within 72 hours.

For the REAP, use approved forms and include:

1. Site location
2. Risk level
3. Contact information including 24-hour emergency phone numbers for:
  - 3.1. WPC Manager
  - 3.2. Erosion and sediment control providers or subcontractors
  - 3.3. Storm water sampling providers or subcontractors
4. Storm Information
5. Description of:
  - 5.1. Construction phases, including active and inactive areas
  - 5.2. Active work areas and activities
  - 5.3. Subcontractors and trades on the job site
  - 5.4. Pre-storm activities including:
    - 5.4.1. Responsibilities of the WPC Manager
    - 5.4.2. Responsibilities of the crew and crew size
    - 5.4.3. Stabilization for active and inactive disturbed soil areas
    - 5.4.4. Stockpile management
    - 5.4.5. Corrective actions taken for deficiencies identified during pre-storm visual inspection



5.5. Activities to be performed during storm events including:

- 5.5.1. Responsibilities of the WPC Manager
- 5.5.2. Responsibilities of the crew and crew size
- 5.5.3. BMP maintenance and repair

5.6. Flood contingency measures

The WPC Manager must submit a REAP to the Engineer at least 48 hours before a predicted rain event to protect the job site. The WPC Manager must have the REAP onsite at least 24 hours before a forecasted rain event. The WPC manager must submit the REAP on the following forms:

- 1. Rain Event Action Plan Highway Construction Phase
- 2. Rain Event Action Plan Plant Establishment Phase
- 3. Rain Event Action Plan For Inactive Project

A printed copy of each REAP must be at the job site as part of the SWPPP.

Implement the REAP including mobilizing crews to complete activities no later than 24 hours before a predicted rain event.

### **IMPLEMENTATION REQUIREMENTS**

#### **SWPPP Implementation**

Obtain, install, and maintain a rain gauge at the job site. Observe and record daily precipitation.

Monitor the National Weather Service's forecast on a daily basis. For forecasts, go to the Web site for the National Weather Service.

Whenever you or the Engineer identifies a deficiency in the implementation of the accepted SWPPP:

- 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 SWPPP implementation during any temporary suspension of work activities.

Install WPC practices when an area is inactive or before predicted precipitation, whichever occurs first, and as follows:

- 1. By September 1 install WPC practices such that disturbed areas without WPC practices do not exceed the lesser of 50% of the total amount of area to be disturbed for the project or 10 acres
- 2. By September 15 install WPC practices such that disturbed areas without WPC practices do not exceed the lesser of 25% of the total amount of area to be disturbed for the project or 5 acres
- 3. By October 1 install WPC practices such that disturbed areas without WPC practices do not exceed the lesser of 10% of the total amount of area to be disturbed for the project or 2 acres
- 4. By October 15 install WPC practices such that disturbed areas without WPC practices do not exceed the lesser of 5% of the total amount of area to be disturbed for the project or 1 acres

During fall and winter do not exceed the specified amount of disturbance unless weather conditions permit and you request in writing and receive a waiver from the Engineer. Include in your request a contingency plan for installing WPC practices should weather conditions change.

**Numeric Action Levels (NALs)**

If the project is risk level 2 or risk level 3, then it is subject to NALs:

Parameter	Test Method	Detection Limit (Min)	Unit	Receiving Water Monitoring Trigger
pH	Field test with calibrated portable instrument	0.2	pH units	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	EPA 180.1 and/or field test with calibrated portable instrument	1	NTU	250 NTU

The qualifying rain event daily average must not exceed the NAL for pH.

The qualifying rain event daily average must not exceed the NAL for turbidity.

**Receiving Water Monitoring Triggers**

If the project is risk level 3, then it is subject to receiving water monitoring requirements for the duration of the project when either of the following limits is exceeded:

Parameter	Test Method	Detection Limit (Min)	Unit	Receiving Water Monitoring Trigger
pH	Field test with calibrated portable instrument	0.2	pH units	Lower trigger = 6.0 Upper trigger = 9.0
Turbidity	EPA 180.1 and/or field test with calibrated portable instrument	1	NTU	500 NTU

If the pH trigger is exceeded, the receiving water monitoring trigger for pH shall be monitored for the duration of the project. If the turbidity trigger is exceeded, the receiving water shall be monitored for turbidity and SSC for the duration of the project.

For Risk level 3 projects with direct discharges to surface waters initiate receiving water monitoring when the triggers are exceeded unless the storm event causing the exceedance is determined after the fact to equal or exceed the 5-year 24-hour storm event (expressed in inches of rainfall) as determined by using the map at <http://www.wrcc.dri.edu/pcpnfreq/nca5y24.gif>

Contractor shall verify the 5-year 24-hour storm event by reporting on-site rain gauge readings as well as nearby governmental rain gauge readings.

If run-on is caused by a forest fire or any other natural disaster, then receiving water monitoring triggers do not apply.

**Numeric Effluent Limits (NELs)**

If the project is risk level 3 and includes ATS discharges, then it is subject to the following NELs:

Parameter	Test Method	Detection Limit (Min)	Unit	Numeric Effluent Limit
Residual Chemical	Toxicity testing conducted by an independent third party lab			< 10% of MATC <sup>1</sup>
Turbidity	EPA 180.1 and/or field test with calibrated portable instrument	1	NTU	10 NTU for daily flow-weighted average of all samples 20 NTU for any single sample

<sup>1</sup> Maximum Allowable Threshold Concentration as defined in Attachment F of the Permit.

If an analytical effluent sampling result exceeds the turbidity NEL listed above, the receiving water monitoring trigger is also exceeded. The receiving water shall be monitored for turbidity and SSC for the duration of the project.

### Storm Water Sampling and Analysis Day

Storm Water Sampling and Analysis Day work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents. If the project is risk level 2 or risk level 3, and there is a qualifying rain event that produces runoff, comply with the project's SAP for preparation, collection, analysis, and reporting of storm water samples. Collect:

1. Samples for each non-visible pollutant source and a corresponding uncontaminated control sample
2. Samples for turbidity, pH, and other constituents as specified
3. At least 3 samples for each day of each qualifying rain event
4. Samples for all locations where the storm water is discharged off-site

Perform sample collection during:

1. First 2 hours of each qualifying rain event that produces runoff
2. Normal working hours

If the project is risk level 3, obtain receiving water samples.

You are not required to physically collect samples during dangerous weather conditions such as flooding or electrical storms.

If downstream samples show increased levels of pH, turbidity, and/or other constituents, assess WPC practices, site conditions, and surrounding influences to determine the probable cause for the increase.

Retain documentation of water quality sampling and analysis results in the SWPPP at the job site.

### Inspection

The WPC Manager must oversee inspections for WPC practices identified in the SWPPP:

1. Before a forecasted storm event
2. After qualifying rain event that causes site runoff
3. At 24-hour intervals during extended storm events
4. On a predetermined schedule, a minimum of once a week

The WPC Manager must oversee inspections of:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. WPC practices specified under "Construction Site Management" of these special provisions including:
  - 4.1 Vehicle and equipment cleaning facilities:

- 4.1.1. Daily if vehicle and equipment cleaning occurs daily
- 4.1.2. Weekly if vehicle and equipment cleaning does not occur daily
- 4.2. Vehicle and equipment maintenance and fueling areas:
  - 4.2.1. Daily if vehicle and equipment maintenance and fueling occur daily
  - 4.2.2. Weekly if vehicle and equipment maintenance and fueling do not occur daily
- a. Vehicles and equipment at the job site for leaks and spills on a daily schedule. Verify that operators are inspecting vehicles and equipment each day of use.
- b. Demolition sites within 50 feet of storm drain systems and receiving waters daily.
- 4.5. Pile driving areas for leaks and spills:
  - 3.5.1. Daily if pile driving occurs daily
  - 3.5.2. Weekly if pile driving does not occur daily
- 4.6. Temporary concrete washouts:
  - 4.6.1. Daily if concrete work occurs daily
  - 4.6.2. Weekly if concrete work does not occur daily
- 4.7. Paved roads at job site access points for street sweeping:
  - 4.7.1. Daily if earthwork and other sediment or debris-generating activities occur daily
  - 4.7.2. Weekly if earthwork and other sediment or debris-generating activities do not occur daily
  - 4.7.3. Within 24 hours of precipitation forecasted by the National Weather Service
- 4.8. Dewatering work:
  - 4.8.1. Daily if dewatering work occurs daily
  - 4.8.2. Weekly if dewatering work does not occur daily
- 4.9. Temporary active treatment system:
  - 4.9.1. Daily if temporary active treatment system activities occur daily
  - 4.9.2. Weekly if temporary active treatment system activities do not occur daily
- 4.10. Work over water:
  - 4.10.1. Daily if work over water occurs daily
  - 4.10.2. Weekly if work over water does not occur daily
- 4.11. Sanitary and septic waste storage at least weekly
- 4.12. All hazardous waste and material storage areas daily, including all temporary containment facilities and satellite collection locations
- 4.13. Hazardous waste disposal and transporting activities daily
- 4.14. Hazardous material delivery and storage activities daily
- 4.15. Illegal connection and illegal dumping and discharge detection:
  - 4.15.1. The job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping.

- 4.15.1 After starting work the job site and perimeter daily
- 4.16 Concrete finishing containment structures for damage before each day of use and before forecasted precipitation.

The WPC Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual to document site inspections.

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 Storm Water Site Inspection Report
- 2. Copy of the BMP status report

## **REPORTING REQUIREMENTS**

### **Storm Water Annual Report**

Storm Water Annual Report work includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance. The WPC Manager must prepare a Storm Water Annual Report. The report must:

- 1. Use an approved report format
- 2. Include project information including description and location
- 3. Include storm water monitoring information including:
  - 3.1. Summary and evaluation of sampling and analysis results including laboratory reports
  - 3.2. Analytical methods, reporting units, detections limits for analytical parameters
  - 3.3. Summary of corrective actions
  - 3.4. Identification of corrective actions or compliance activities that were not implemented
  - 3.5. Summary of violations
  - 3.6. Names of individuals performing storm water inspections and sampling
  - 3.7. Logistical information for inspections and sampling including location, date, time, and precipitation
  - 3.8. Visual observations and sample collection records
- 4. Include documentation on training for:
  - 4.1. Individuals responsible for NPDES permit compliance
  - 4.2. Individuals responsible for BMP installation, inspection, maintenance, and repair
  - 4.3. Individuals responsible for preparing, revising, and amending the SWPPP

### **NAL Exceedance Report**

If the project is risk level 2 or risk level 3 and an effluent sample exceeds a NAL, notify the Engineer and submit a NAL Exceedance Report no later than 48 hours after the conclusion of the storm event. The report must:

- 1. Include the following field sampling results and inspections:
  - 1.1. Analytical methods, reporting units, and detection limits
  - 1.2. Date, location, time of sampling, visual observation and measurements
  - 1.3. Quantity of precipitation of the storm event
- 2. Description of BMPs and corrective actions taken to manage NAL exceedance

### **Receiving Water Monitoring Trigger Exceedance Report**

If the project is risk level 3 and a receiving water monitoring trigger is exceeded, notify the Engineer and submit a Receiving Water Monitoring Trigger Exceedance Report within 6 hours. The report must:

1. Include the following field sampling results and inspections:
  - 1.1. Analytical methods, reporting units, and detection limits
  - 1.2. Date, location, time of sampling, visual observations and measurements
  - 1.3. Quantity of precipitation of the storm event
2. Description of BMPs and corrective actions taken to manage receiving water monitoring trigger exceedance

### **NEL Exceedance results reporting**

If the project has an ATS discharge and the NEL for turbidity is exceeded, notify the Engineer and electronically submit the results to the Engineer within 6 hours. The report must:

1. Include the following field sampling results and inspections:
  - 1.1. Analytical methods, reporting units, and detection limits
  - 1.2. Date, location, time of sampling, visual observations and measurements
  - 1.3. Quantity of precipitation of the storm event
2. Description of BMPs and corrective actions taken to manage NEL exceedance

Within 48 hours after the conclusion of a storm event resulting in a discharge, after a non-stormwater discharge, or after receiving a written notice from the Engineer that a written notice or an order from the RWQCB or another regulatory agency was received, the WPC manager must submit the following information:

1. Date, time, location, and nature of the activity and the cause of the notice or order
2. Type and quantity of discharge
3. Water pollution control practices in use before the discharge or before receiving the notice or order
4. Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

### **PAYMENT**

The contract lump sum price paid for prepare storm water pollution prevention plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining acceptance of the SWPPP for the Engineer to obtain coverage under the permit and a WDID, and amending the SWPPP and CSMP, including providing a WPC manager, conducting WPC training, monitoring, inspecting, and reporting water pollution control practices at the job site, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

For projects with more than 60 working days, payments for prepare SWPPP are made as follows:

1. After the Engineer accepts the SWPPP, the Department includes up to 50 percent of the bid item price in the monthly progress estimate
2. The Department pays 90 percent of the bid item price over the life of the contract
3. The Department pays for the remaining 10 percent of the bid item in the Proposed Final Estimate.

If risk level 2 or 3, the Department pays via agreed-upon unit price contract change order for each Rain Event Action Plan submitted. The agreed-upon unit price contract change order for each Rain Event Action Plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of REAP forms, and monitoring weather forecasts as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of rain event action plans submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

The Department pays via agreed-upon unit price contract change order for each Storm Water Annual Report submitted. The agreed-upon unit price contract change order for each Storm Water Annual Report includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of Storm Water Annual Report including monitoring reports, inspection and sampling results, and obtaining acceptance of storm water annual reports as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

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

If risk level 2 or 3, the Department pays via agreed-upon unit price contract change order for storm water sampling and analysis includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation, collection, analysis, and reporting of storm water samples for pH, turbidity, and other constituents per qualifying rain event as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of storm water sampling and analysis day. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

You may request or the Engineer may order laboratory analysis of storm water samples. Laboratory analysis of storm water samples will be paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Department does not pay for the preparation, collection, laboratory analysis, and reporting of storm water samples for non-visible pollutants if WPC practices are not implemented before precipitation or if a failure of a WPC practice is not corrected before precipitation.

The Department does not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or your negligence.

The Department does not pay for implementation of WPC practices in areas outside the highway right-of-way not specifically provided for in the plans or in the special provisions.

The Department does not pay for WPC practices installed at your Contractor-support facilities and non-commercially operated borrow or disposal sites.

As stated in the special provisions for the individual WPC practices, the Department pays for WPC practices under Force Account Change Order, unless the WPC practice is required under Construction Site Management.

The Department does not pay for WPC practices that the Engineer determines are installed for the purposes of conveying runoff as part of maintaining adequate drainage as specified in Section 10-1.01 "Order of Work" in these special provisions.

If you find it necessary to use WPC practices not specified in these special provisions to achieve compliance with local, state, and federal water pollution control regulations, then implementation, maintenance, and removal of the unspecified WPC practices shall be at your expense.

For each failure to submit a completed Storm Water Annual Report, the Department withholds \$10,000. This withhold is in addition to other withholds under Section 9-1.07E(3) "Performance Failure Withholds," of the Amendments to the Standard Specifications.

Each failure to comply with any part of these special provisions and each failure to implement water pollution control practices are considered separate performance failures.

#### 10-1.04 CONSTRUCTION SITE MANAGEMENT

##### GENERAL

###### Summary

###### Definitions and Abbreviations

**active and inactive areas:** (1) Active areas are areas where soil-disturbing work activities have occurred at least once within 14 days, and (2) Inactive areas are areas where soil-disturbing activities have not occurred within 14 days.

**BMP Manual:** Caltrans Construction Site Best Management Practices (BMP) Manual.

**CDPH:** California Department of Public Health

**Dewatering Guide:** Caltrans' Field Guide to Construction Site Dewatering.

**DTSC** – Department of Toxic Substance Control

**ELAP:** Environmental Laboratory Accreditation Program

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

**MSDS:** Material Safety Data Sheet

**Preparation Manual:** Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.

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

**significant or hazardous spills:** Spills that cannot be controlled by job site personnel.

**WPC:** Water Pollution Control

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

This work includes preventing and controlling spills, dewatering, and managing materials, waste, and non-stormwater.

Implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they come in contact with storm drain systems and receiving waters.

For information on documents specified in these special provisions, refer to the Caltrans Preparation Manual, Dewatering Guide, and Construction Site Best Management Practices (BMP) Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Caltrans Division of Construction Storm Water and Water Pollution Control web site.

##### Submittals

Submit the following:

1. MSDS at least 5 days before material is used or stored
2. Toxic materials control and spill response plan at least 5 days before material is used or stored
3. Monthly inventory records for material used or stored
4. 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**

Submit a toxic materials control and spill response plan.

Implement spill and leak prevention procedures for chemicals and hazardous substances stored at the job site, as described in the toxic materials control and spill response plan. If you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

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

### **Minor Spills**

Clean up minor spills using the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material by absorption
3. Clean the contaminated area
4. Dispose of the contaminated material and absorbents promptly and properly in accordance with "Waste Management" of these special provisions

### **Semi-significant Spills**

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

1. Contain the spread of the spill
2. Encircle and recover the spilled material using absorbent materials whenever a spill occurs on a paved surface or an impermeable surface
3. Contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal whenever a spill occurs on soil
4. If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff
5. Dispose of the contaminated material and absorbents promptly and properly in accordance with "Waste Management" of these special provisions

### **Significant or Hazardous Spills**

Immediately notify qualified personnel of significant or hazardous spills. Do not let job site personnel attempt to clean up the spill until qualified staff has arrived. Do the following:

1. Notify the Engineer and follow up with a written report
2. Obtain the services of a spills contractor or hazardous material team immediately
3. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept at the job site
4. Notify the California Emergency Management Agency State Warning Center at (916) 845-8911
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 117, and 302
6. Notify other agencies as appropriate, including:
  - 6.1. Fire Department
  - 6.2. Public Works Department
  - 6.3. Coast Guard
  - 6.4. Highway Patrol
  - 6.5. City Police or County Sheriff Department
  - 6.6. Department of Toxic Substances
  - 6.7. California Division of Oil and Gas
  - 6.8. Cal OSHA
  - 6.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC Manager. The WPC Manager must notify the Engineer immediately. The WPC Manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Do not bury spills or wash spills with water.

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

## **Material Management**

### **General**

Minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

1. Hazardous chemicals including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials including fuel, oil, and grease
7. Asphalt components and concrete components
8. Pesticides and herbicides

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

If practicable, use less hazardous materials.

### **Material Storage**

Throughout project construction and implementation, hazardous materials shall be stored at an approved storage facility at least 100 feet from any surface waters.

Use the following material storage procedures:

1. Store liquids, petroleum materials, and substances listed in CFR Title 40, Parts 110, 117, and 302 and place them in secondary containment facilities as specified by US DOT for storage of hazardous materials.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" of these special provisions unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original material labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

## **Stockpile Management**

Use the following stockpile management procedures:

1. Reduce or eliminate potential water pollution from stockpiled material including soil, paving material, and pressure treated wood. Minimize stockpiling of material at the job site.
2. Locate stockpiles:
  - 2.1. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, and inlets unless approved
  - 2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, and inlets unless approved

Install WPC practices at stockpile area within 72 hours of stockpiling material or before predicted precipitation, whichever occurs first.

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures or a temporary cover
2. Surrounded with a linear sediment barrier

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

1. Covered with a temporary cover
2. Surrounded with a linear sediment barrier

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

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

Control wind erosion year round under Section 10, "Dust Control" of the Standard Specifications.

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

## **Waste Management**

### **Solid Waste**

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

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

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

Solid waste includes:

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

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

### **Hazardous Waste and Contamination**

If hazardous waste is, or will be, generated on the job site, the WPC manager must be thoroughly familiar with proper hazardous waste handling and emergency procedures under 40 CFR § 262.34(d)(5)(iii) and must have successfully completed training under 22 CA Code of Regs § 66265.16.

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

Submit a copy of uniform hazardous waste manifest forms to the Engineer within 24 hours of transporting hazardous waste.

Submit receiving landfill documentation of proper disposal to the Engineer within 5 business days of hazardous waste transport from the project.

### **Unanticipated Discovery of Asbestos and Hazardous Substances**

Upon discovery of asbestos or a hazardous substance, comply with "Removal of Asbestos and Hazardous Substances," of these special provisions.

### **Hazardous Waste Management Practices**

Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34.

Use the following storage procedures:

1. Store hazardous waste and potentially hazardous waste separately from nonhazardous waste at the job site.
2. For hazardous waste storage, use metal containers approved by the United States Department of Transportation for the transportation and temporary storage of hazardous waste.
3. Store hazardous waste in sealed, covered containers labeled with the contents and accumulation start date under 22 CA Code of Regs, Div 4.5. Labels must comply with the provisions of 22 CA Code of Regs, Div 4.5 § 66262.31 and § 66262.32. Immediately replace damaged or illegible labels.
4. Handle hazardous waste containers such that no spillage occurs.
5. Store hazardous waste away from storm drains, receiving waters, moving vehicles, and equipment.
6. Furnish containers with adequate storage volume at convenient satellite locations for hazardous waste collection. Immediately move these containers to secure temporary containment facilities when no longer needed at the collection location or when full.
7. Store hazardous waste and potentially hazardous waste in secure temporary containment enclosures having secondary containment facilities impervious to the materials stored there for a minimum contact-time of 72 hours. Temporary containment enclosures must be located away from public access. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits.

8. Design and construct secondary containment facilities with a capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or the entire volume of the largest container within the facility, whichever is greater.

9. Cover secondary containment facilities during non-working days and if a storm event is predicted. Secondary containment facilities must be adequately ventilated.

10. Keep secondary containment facility free of accumulated rainwater or spills. After a storm event, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste unless testing determines them to be nonhazardous.

11. Do not store incompatible wastes, such as chlorine and ammonia, in the same secondary containment facility.

12. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized, and equipped with cleanup supplies appropriate for the wastes being stored.

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

Do not:

1. Overfill hazardous waste containers
2. Spill hazardous waste or potentially hazardous waste
3. Mix hazardous wastes
4. Allow hazardous waste or potentially hazardous waste to accumulate on the ground

Dispose of hazardous waste within 90 days of the start of generation. Use a hazardous waste manifest and a transporter registered with the DTSC and in compliance with the CA Highway Patrol Biennial Inspection of Terminals Program to transport hazardous waste to an appropriately permitted hazardous waste management facility.

#### **Dust Control for Hazardous Waste or Contamination**

Excavation, transportation, and handling of material containing hazardous waste or contamination must result in no visible dust migration. Have a water truck or tank on the job site at all times while clearing and grubbing and performing earthwork operations in work areas containing hazardous waste or contamination.

#### **Stockpiling of Hazardous Waste or Contamination**

Do not stockpile material containing hazardous waste or contamination unless ordered. Stockpiles of material containing hazardous waste or contamination must not be placed where affected by surface run-on or run-off. Cover stockpiles with 13 mils minimum thickness of plastic sheeting or 1 foot of nonhazardous material. Do not place stockpiles in environmentally sensitive areas. Stockpiled material must not enter storm drains, inlets, or waters of the State.

#### **Contractor-Generated Hazardous Waste**

You are the generator of hazardous waste generated as a result of materials you bring to the job site. Use hazardous waste management practices if you generate waste on the job site from the following substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

If hazardous waste constituent concentrations are unknown, use a laboratory certified by the ELAP under the California Department of Public Health to analyze a minimum of 4 discrete representative samples of the waste to determine whether it is a hazardous waste and to determine safe and lawful methods for storage and disposal. Perform sampling and analysis in compliance with US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) and under 22 CA Code of Regs, Div 4.5.

Use your US EPA Generator Identification Number and sign hazardous waste manifests for the hazardous waste you generate.

Identify contaminated soil resulting from spills or leaks by noticing discoloration, odors, or differences in soil properties. Immediately notify the Engineer of spills or leaks. Clean up spills and leaks under the Engineer's direction and to the satisfaction of the Engineer. Soils with evidence of contamination must be sampled and analysis by a laboratory certified by ELAP.

If sampling and analysis of contaminated soil demonstrates that it is a hazardous waste, handle and dispose of the soil as hazardous waste. You are the generator of hazardous waste created as the result of spills or leaks for which you are responsible.

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

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

If water mixes with contaminated soil and becomes contaminated, sample and analyze the water using a laboratory certified by ELAP. If analysis results demonstrate that the water is a hazardous waste, manage and dispose of the water as hazardous waste.

#### **Department-Generated Hazardous Waste**

If the Department is the generator of hazardous waste during the work performed on this project, use hazardous waste management practices.

Labels must comply with the provisions of 22 CA Code of Regs § 66262.31 and § 66262.32. Mark labels with:

1. Date the hazardous waste is generated
2. The words "Hazardous Waste"
3. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint)
4. The word "Toxic"
5. Name, address, and telephone number of the Engineer
6. Contract number
7. Contractor or subcontractor name

Handle the containers such that no spillage occurs.

#### **Hazardous Waste Transport and Disposal**

Dispose of hazardous waste within California at a disposal site operating under a permit issued by the DTSC.

The Engineer will obtain the US EPA Generator Identification Number for hazardous waste disposal.

The Engineer will sign all hazardous waste manifests. Notify the Engineer 5 business days before the manifests are to be signed.

The Department will not consider you a generator of the hazardous waste and you will not be obligated for further cleanup, removal, or remedial action for such material if handled or disposed of under these specifications and the appropriate State and federal laws and regulations and county and municipal ordinances and regulations regarding hazardous waste.

### **Paint Waste**

Clean water-based and oil-based paint from brushes or equipment within a contained area in a way that does not contaminate soil, receiving waters, or storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths.

### **Concrete Waste**

Use practices that will prevent the discharge of Portland cement concrete, AC, or HMA waste into storm drain systems and receiving waters.

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

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

### **Sanitary and Septic Waste**

Do not bury or discharge wastewater from sanitary or septic systems within Department right-of-way. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place portable sanitary facilities at least 100 feet away from storm drains, receiving waters, and flow lines.

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

### **Liquid Waste**

Use practices that will prevent job site liquid waste from entering storm drain systems and receiving waters. Liquid waste includes the following:

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

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

1. Roll-off bins
2. Portable tanks

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

Store containers:

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

Remove and dispose of deposited solids from sediment traps under "Solid Waste" of these special provisions unless the Engineer approves another method.

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

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

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

### **Non-Storm Water Management**

#### **Water Control and Conservation**

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

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

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

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

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

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

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

#### **Vehicle and Equipment Cleaning**

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

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

1. Paved with AC, HMA, or Portland cement concrete paving
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water



4. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, receiving waters, and storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, receiving waters, and storm drain inlets unless approved

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

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

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

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

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

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

1. On level ground
2. Protected from storm water run-on
3. Located at least 100 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 under "Waste Management" of this special provision. Use drip pans or absorbent pads during fueling or maintenance.

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

Recycle or properly dispose of used batteries and tires under "Waste Management" of this special provision.

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

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

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

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into water due to wind. Furnish positive barrier to protect creek during placement of concrete deck on bridge.

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

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

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

Prevent the following materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material

3. Aggregate or screenings
4. Grinding, grooving, or sawcutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate
8. Sandblasting residue

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

Whenever precipitation is forecasted, limit paving, sawcutting, and grinding to places where runoff can be captured.

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

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

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

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

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

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

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

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

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

Collect bituminous material from the roadway after marker removal under "Waste Management" of this special provision.

#### **Pile Driving**

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

Store pile driving equipment when not in use. Stored pile driving equipment must be:

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

If practicable, use vegetable oil instead of hydraulic fluid.

### **Concrete Curing**

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

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

### **Concrete Finishing**

Collect and dispose of water and solid waste from high-pressure water blasting under "Waste Management" of this special provision. Cover drainage inlets within 50 feet before sandblasting. Minimize drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, test it for hazardous materials and dispose of it properly.

Remove liquid and solid waste from containment structures after each work shift.

### **Sweeping**

Sweeping must be done using hand or mechanical methods such as vacuuming. Do not use methods that use only mechanical kick brooms.

Sweep paved roads at construction entrance and exit locations and paved areas within the job site:

1. During clearing and grubbing activities
2. During earthwork activities
3. During trenching activities
4. During roadway structural section activities
5. When vehicles are entering and leaving the job site
6. After soil disturbing activities
7. After observing offsite tracking of material

Monitor paved areas and roadways within the project. Sweep within:

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

You may stockpile collected material at the job site under "Material Management" of this special provision. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. If stockpiled, dispose of collected material at least once per week under "Waste Management" of this special provision.

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

Keep dust to a minimum during street sweeping activities. Use water or a vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Remove and dispose of trash collected during sweeping under "Waste Management" of this special provision.

### **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 or contamination.
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.
6. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities.
7. Pumps used for dewatering activities shall be equipped with screened intakes with a wire mesh no larger than 0.2 inches to prevent frogs from entering the pump.

#### **PAYMENT**

The contract lump sum price paid for construction site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-stormwater management, and dewatering activities, including identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

#### **10-1.05 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 SWPPP must describe and include the use of temporary tacked straw as a water pollution control practice for soil stabilization.

##### **Submittals**

At least 5 business days 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**

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	2500

- 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**

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 shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be paid for via Force Account Change Order. Payment of Subsistence and travel allowance shall be excluded from this Force Account Change Order.

## **10-1.06 STREET SWEEPING**

### **GENERAL**

#### **Summary**

This work includes street sweeping.

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

#### **Submittals**

At least 5 business days before starting clearing and grubbing, earthwork, or other activities with the potential for tracking sediment or 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**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping to satisfy construction site management requirements, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer shall be considered as included in the lump sum price paid for construction site management and no separate payment will be made therefor.

Full compensation for Street Sweeping performed for dust control shall be considered as included in the various items of work and no additional compensation will be made therefor.



## **10-1.07 TEMPORARY EROSION CONTROL BLANKET**

### **GENERAL**

#### **Summary**

This work includes constructing, 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 SWPPP must describe and include the use of temporary erosion control blanket as a water pollution control practice for soil stabilization.

#### **Submittals**

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for erosion control blanket.

If you substitute the steel wire staple with an alternative attachment device, submit a sample of the device for approval at least 5 business days before installation.

### **MATERIALS**

#### **Erosion Control Blanket**

Erosion control blanket must be:

1. Described as a rolled erosion control product (RECP)
2. Classified as 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
2. Place the blanket on the upper portion of the slope overlapping the blanket on the lower portion of the slope for transverse joints
3. Place the blanket on the side of the prevailing wind shall overlapping the blanket on the downwind side of the slope for longitudinal joints
4. Overlap and staple the longitudinal and transverse joints
5. Secure the ends of the blanket in key trenches

If 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**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary erosion control blanket, complete in place, including trench excavation and backfill, maintenance and removal of temporary 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 paid for via Force Account Change Order. Payment of Subsistence and travel allowance shall be excluded from this Force Account Change Order.

### **10-1.08 TEMPORARY COVER**

#### **GENERAL**

##### **Summary**

This work includes constructing, maintaining, and removing temporary cover.

The SWPPP must describe and include the use of temporary cover as a water pollution control practice for soil stabilization and stockpile management.

##### **Submittals**

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

1. Gravel-filled bag fabric

2. Temporary cover fabric

If you substitute a material in the following list, submit a sample of the alternative material for approval at least 5 business days before installation:

1. Alternative restrainer
2. Alternative linear sediment barrier

**MATERIALS**

**Geosynthetic Fabrics**

Geosynthetic fabrics must consist of one of the following:

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

Sample under ASTM D 4354, Procedure C.

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

Identify, store, and handle under ASTM D 4873.

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

Gravel-filled bag fabric must comply with:

Specification	Requirements
Grab breaking load 1-inch grip, lb, min. in each direction	205
Apparent elongation percent, min., in each direction	50
Water Flow Rate max. average roll value, gallons per minute/square foot	80-150
Permittivity 1/sec., min	1.2
Apparent opening size max. average roll value, U.S. Standard sieve size	40-80
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	70

The temporary cover fabric must be geosynthetic cover fabric, plastic sheeting, or a combination of both.

Temporary cover fabric must be either:

1. Plastic sheeting consisting of a single-ply geomembrane material, 10 mils thick, that complies with ASTM D 5199
2. Geosynthetic cover fabric that complies with the following properties:

Specification	Requirements
Grab breaking load 1-inch grip, lb, min. in each direction	200
Apparent elongation percent, min., in each direction	50
Water Flow Rate max. average roll value, gallons per minute/square foot	75-120
Permittivity 1/sec., min	0.08
Apparent opening size max. average roll value, U.S. Standard sieve size	100
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	70

### **Gravel**

Gravel for gravel-filled bags must be:

1. From 3/8 to 3/4 inch in diameter
2. Clean and free from clay balls, organic matter, and other deleterious materials

### **Gravel-filled Bags**

Gravel-filled bags must:

1. Be made from gravel-filled bag fabric.
2. Have inside dimensions from 24 to 32 inches in length, and from 16 to 20 inches in width.
3. Have the opening bound to retain the gravel. The opening must be sewn with yarn, bound with wire, or secured with a closure device.
4. Weigh from 30 to 50 pounds when filled with gravel.

### **Restrainers**

Restrainers must be used to secure the cover fabric or plastic sheeting to the surface of the slope or stockpile.

Restrainers must be one of the following:

1. Made of gravel-filled bags that are roped together and spaced no more than a 6 feet apart
2. Made of wooden lath and anchor restrainers as shown on the plans and the following:
  - 2.1 Wooden lath must be 2" x 4" x 8', made from fir or pine, and comply with Section 20-2.12, "Lumber," of the Standard Specifications
  - 2.2 Anchor restrainers must be made from steel reinforcing bars and spaced no more than 4 feet apart along the wooden lath
3. An approved alternate method

### **Rope**

Rope must be at least 3/8 inch in diameter.

Rope must be one of the following:

1. Biodegradable, such as sisal or manila
2. Nondegradable, such as 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
3. Angling the last 6 feet of the barrier up-slope

Protect stockpiles with linear sediment barrier by:

1. Preventing run-on and concentrated flows from touching the stockpiled material
2. Surrounding the stockpile with a linear sediment barrier
3. Adding more linear sediment barrier within 24 hours of adding more material to the stockpile

If earthen berms are used as a linear sediment barrier, they must be:

1. At least 8 inches high and 36 inches wide
2. Compacted by hand or mechanical method

If gravel bag berms are used as a linear sediment barrier:

1. Place gravel bags as a single layer
2. Place gravel bags end-to-end to eliminate gaps

If you need to increase the height of the gravel bag berm:

1. Increase height by adding rows of gravel-filled bags
2. Stack bags in a way that the bags in the top row overlap the joints in the lower row
3. Stabilize berm by adding rows at the bottom

If you remove the temporary cover to do other work, replace and secure temporary cover within one hour.

## **MAINTENANCE**

Maintain temporary cover to minimize exposure of the slopes or stockpile and prevent movement of the material beyond the linear sediment barrier.

Maintain temporary cover by:

1. Relocating and securing restrainers to keep the erosion control blankets in place. Temporary cover fabric that breaks free must be immediately secured.
2. Repairing or replacing the temporary cover fabric when the area covered by temporary cover becomes exposed or exhibits visible erosion.
3. Repairing or replacing the linear sediment barrier when washouts occur between joints or beneath the linear sediment barrier.
4. Repairing or replacing the temporary cover fabric when it becomes detached, torn, or unraveled.

Repair temporary cover within 24 hours of discovering damage unless the Engineer approves a longer period. If your vehicles, equipment, or activities disturb or displace temporary cover, repair temporary cover at your expense.

### **REMOVAL**

When the Engineer determines that temporary cover is not required, it must be removed and disposed of under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary cover must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

### **MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and maintaining temporary cover for slopes other than stockpile slopes, complete in place, including restrainers and removal of temporary cover, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be paid for via Force Account Change Order. Payment of Subsistence and travel allowance shall be excluded from this Force Account Change Order.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and maintaining temporary cover for stockpiles, complete in place, including restrainers and removal of temporary cover, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the lump sum price paid for construction site management and no separate payment will be made therefor.

## **10-1.09 TEMPORARY CONCRETE WASHOUT (PORTABLE)**

### **GENERAL**

#### **Summary**

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

SWPPP 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**

At least 5 business days 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**

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 directed by the Engineer shall be considered as included in the lump sum price paid for construction site management and no separate payment will be made therefor.

### **10-1.10 TEMPORARY CHECK DAM**

#### **GENERAL**

##### **Summary**

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

The SWPPP 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.

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

Identify, store, and handle under ASTM D 4873.

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

Gravel-filled bag fabric must comply with:

Specification	Requirements
Grab breaking load 1-inch grip, lb, min. in each direction	205
Apparent elongation percent, min., in each direction	50
Water Flow Rate max. average roll value, gallons per minute/square foot	80-150
Permittivity 1/sec., min	1.2
Apparent opening size max. average roll value, U.S. Standard sieve size	40-80
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	70

### 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**

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 directed by the Engineer shall be paid for via Force Account Change Order. Payment of Subsistence and travel allowance shall be excluded from this Force Account Change Order.

### **10-1.11 TEMPORARY FIBER ROLL**

#### **GENERAL**

##### **Summary**

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

The SWPPP 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**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining, and removing the temporary fiber roll, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be paid for via Force Account Change Order. Payment of Subsistence and travel allowance shall be excluded from this Force Account Change Order.

## **10-1.12 TEMPORARY SILT FENCE**

### **GENERAL**

#### **Summary**

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

The SWPPP 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 l/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 becomes 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**

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

directed by the Engineer shall be paid for via Force Account Change Order. Payment of Subsistence and travel allowance shall be excluded from this Force Account Change Order.

**10-1.13 TEMPORARY GRAVEL BAG BERM**

**GENERAL**

**Summary**

This work includes constructing, maintaining, and removing temporary gravel bag berm.

The SWPPP 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.

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.

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**

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 shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be paid for via Force Account Change Order. Payment of Subsistence and travel allowance shall be excluded from this Force Account Change Order.

### **10-1.14 TEMPORARY CONSTRUCTION ENTRANCE**

#### **GENERAL**

##### **Summary**

This work includes constructing, maintaining, and removing temporary construction entrance to provide temporary access.

The SWPPP 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

Submit details for alternatives at least 5 business days before installation. You may propose alternatives for the following items:

1. Alternative sump
2. Alternative corrugated steel panels

If the Engineer approves, you may eliminate the sump.

#### **MATERIALS**

##### **Temporary Entrance Fabric**

Temporary entrance fabric must comply with Section 88-1.06 A, "Rock Slope Protection Fabric," of the Standard Specifications and shall be Class 10.

##### **Rock**

Rock must be Type A or Type B.  
Rock (Type A) must comply with:

1. Requirements under Section 72-2.02, "Materials," of the Standard Specifications
2. Following sizes:

Square Screen Size (inch)	Percentage Passing	Percentage Retained
6	100	0
3	0	100

Rock (Type B) must be Railway Ballast Number 25. Do not use blast furnace slag. Railway Ballast Number 25 must comply with:

1. Description in AREMA Manual for Railway Engineering.
2. Following sizes:

Nominal Size Square Opening	Percentage Passing								
	3"	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4
2-1/2"-3/8"	100	80-100	60-85	50-70	25-50	-	5-20	0-10	0-3

3. Following properties:

Specification	Requirements
Percent material passing No. 200 sieve, max. ASTM: C 117	1.0
Bulk specific gravity, min. ASTM: C 127	2.60
Absorption, percent min. ASTM: C 127	1.0
Clay lumps and friable particles, percent max. ASTM: C 142	0.5
Degradation, percent max. ASTM: C 535	30
Soundness (Sodium Sulfate), percent max. ASTM: C 88	5.0
Flat, elongated particles, or both, percent max. ASTM: D 4791	5.0

### 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:

Green Valley Road at Weber Creek Bridge Replacement Project  
**Contract No. PW 13-30685 / CIP No. 77114**  
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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**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing and maintaining temporary construction entrance, complete in place, including removal of temporary construction entrance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the lump sum price paid for construction site management and no separate payment will be made therefor.

No additional compensation will be made if the temporary construction entrance is relocated during the course of construction.

### **10-1.15 TEMPORARY PAVEMENT DELINEATION**

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

relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

### **GENERAL**

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

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or markers. Surfaces to receive application of paint temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

Temporary pavement markers, including underlying adhesive, that are applied to the final layer of surfacing or existing pavement to remain in place or that conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

### **TEMPORARY LANELINE AND CENTERLINE DELINEATION**

When lanelines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (180 days or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (180 days or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 24 feet and shall be used for a maximum of 14 days on lanes opened to public traffic. Before the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

### **TEMPORARY TRAFFIC STRIPE (PAINT)**

The painted temporary traffic stripe shall be complete in place at the location shown before opening the traveled way to public traffic.

Temporary painted traffic stripe shall conform to the provisions in Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications. At the option of the Contractor, either one or 2 coats shall be applied regardless of whether on new or existing pavement.

### **TEMPORARY PAVEMENT MARKING (PAINT)**

Temporary pavement marking consisting of painted pavement marking shall be applied and maintained at the locations shown on the plans. The painted temporary pavement marking shall be complete in place at the location shown before opening the traveled way to public traffic.

Temporary painted pavement marking shall conform to the provisions in "Paint Traffic Stripe and Pavement Marking" of these special provisions, except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless whether on new or existing pavement.

## **MEASUREMENT AND PAYMENT**

Temporary traffic stripe and temporary pavement marking shown on the plans will be measured and paid for in the same manner specified for paint traffic stripe and paint pavement marking in Section 84-3.06, "Measurement," and Section 84-3.07, "Payment," of the Standard Specifications.

Full compensation for maintaining and removing temporary traffic stripe (paint) and temporary pavement marking shall be considered as included in the contract prices paid for the items of work that need to be maintained or removed and no separate payment will be made therefor.

Temporary pavement markers shown on the plans will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the Standard Specifications.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation not shown on the plans shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor. The quantity of channelizers used as temporary edgeline delineation will not be included in the quantity of channelizer (surface mounted) to be paid for.

### **10-1.16 DUST CONTROL**

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

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

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

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

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

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

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

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

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

### **DUST CONTROL**

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



The Contractor is advised that significant dust control measures will be required during construction operations. In order to mitigate dust, past projects have required extensive pre-wetting to depths of cuts, the use of a dedicated water truck for each piece of earthmoving equipment (e.g., scrapers, dozers, excavators, loaders, haul trucks, backhoes, compactors, graders, etc.), and the use of rock track out pads and wheel wash stations at all points of egress from unpaved construction areas. These examples are not necessarily the exact mitigation measures needed on this project; rather, they have been listed to provide an idea of the extensive nature of dust control activities that may be necessary. The dust control measures that will be required to mitigate dust may impact the Contractor's productivity during construction activities. All impacts to productivity are considered included in the Contractor's bid price for the associated items of work and no additional compensation will be allowed 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 Section 7 "Indemnification and Insurance," of these special provisions.

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

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

#### **PENALTY WITHHOLDS**

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

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

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

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

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

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

## **PAYMENT**

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

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

The cost of performing dust control shall be considered as included in the various items of work and no additional compensation shall be allowed therefor.

## **10-1.17 TEMPORARY FENCE (TYPE ESA)**

### **GENERAL**

#### **Summary**

This work includes constructing, maintaining, and removing temporary fence (Type ESA). Temporary fence (Type ESA) provides a visible boundary adjacent to protected areas such as an environmentally sensitive area.

Signs are required for temporary fence (Type ESA).

#### **Submittals**

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

1. High visibility fabric
2. Safety cap for metal posts

### **MATERIALS**

#### **High Visibility Fabric**

High visibility fabric for temporary fence (Type ESA) must consist of one of the following:

1. Polyethylene
2. Polypropylene
3. Combined polyethylene and polypropylene

Sample high visibility fabric under ASTM D 4354, Procedure C.

Test high visibility fabric under ASTM D 4759. All properties must be based on Minimum Average Roll Value.

Identify, store, and handle high visibility fabric rolls and samples under ASTM D 4873.

High visibility fabric must:

1. Contain ultraviolet inhibitors

2. Comply with the requirements shown in the following table:

Property	Specifications	Requirements
Width, inches, Min	Measured	48
Opening size inches	Measured	1" x 1" (Min) 2" x 4" (Max)
Color	Observed	Orange
Roll weight, lb Min for 4' x 100' roll	Measured	12
Tensile strength, lb Min, machine direction x cross direction	ASTM D 4595	225 x 95
Ultraviolet Degradation Percent of original unexposed grab breaking load 500 hr, minimum	ASTM D 4355	70

**Posts**

Posts must be wood or steel.  
Wood posts must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use
3. Pointed on the end to be driven into the ground
4. At least 2" x 2" in size and 6 feet long

Steel posts must:

1. Have a "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads.
2. Be pointed on the end to be driven into the ground.
3. Weigh at least 0.75-pound per foot.
4. Be at least 6 feet long.
5. Have a safety cap attached to the exposed end. The safety cap must be yellow, orange or red plastic and fit snugly to the metal post.

**Signs**

Signs for temporary fence (Type ESA) must be:

1. Weatherproof and fade-proof and may include plastic laminated printed paper affixed to an inflexible weatherproof backer board
2. Attached to the high visibility fabric with tie wire or locking plastic fasteners

**CONSTRUCTION**

**General**

Install temporary fence (Type ESA):

1. With high visibility fabric, posts, and fasteners as follows:
  - 1.1. If wood posts are used, fasteners must be staples or nails
  - 1.2. If steel posts are used, fasteners must be tie wires or locking plastic fasteners
  - 1.3. Spacing of the fasteners must be no more than 8 inches apart
2. Before clearing and grubbing activities
3. From outside of the protected area
4. With posts spaced 8 feet apart and embedded at least 16 inches in the soil

Install signs for temporary fence (Type ESA) as follows:

1. Attach signs with the top of the sign panel flush with the top of the high visibility fabric
2. Place signs 100 feet apart along the length and at each end of the fence

If trees and other plants need protection, install fence to:

1. Enclose the foliage canopy (drip line) of protected plants
2. Protect visible roots from encroachment

#### **Maintenance**

Maintain temporary fence (Type ESA) by:

1. Keeping posts in a vertical position
2. Reattaching fabric to posts
3. Replacing damaged sections of fabric
4. Replacing and securing signs

#### **Removal**

When the Engineer determines that temporary fence (Type ESA) is no longer required, remove and dispose of it under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Backfill and repair ground disturbance caused by the installation and removal of temporary fence (Type ESA), including holes and depressions, under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

#### **MEASUREMENT AND PAYMENT**

Temporary fence (Type ESA) is measured and paid for by the linear foot in the same manner specified for fence (Type BW or WM) in Section 80, "Fences," of the Standard Specifications.

The contract price paid per linear foot for temporary fence (Type ESA) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary fence (Type ESA), complete in place, including maintenance, removal of materials, 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 ordered by the Engineer.

#### **10-1.18 TEMPORARY CREEK DIVERSION SYSTEM**

Temporary creek diversion system shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these special provisions, and in conformance with these special provisions.

Temporary creek diversion system shall be one of the water pollution control practices for non-storm water management control. The Storm Water Pollution Prevention Plan shall include the use of temporary creek diversion system. However, payment for the temporary creek diversion will be in accordance with this section and not in accordance with Water Pollution Control special provisions.

The Contractor shall design a temporary creek diversion system that complies with all permits requirements and these special provisions. The design shall demonstrate that the diversion system can handle the anticipated flows, with the additional capacity to handle reasonably anticipated flows from unexpected storm events. The Contractor shall submit details for a temporary creek diversion system to the Engineer for approval twenty days prior to starting any work that will require the temporary creek diversion. The submittal shall include a contingency plan in the event the temporary creek diversion system fails. The temporary creek diversion system must also be approved by the Department of Fish & Game following approval by the County. All dewatering structures shall be removed from the stream zone by October 15 unless otherwise authorized by the Engineer.

## **INSTALLATION**

Use of the temporary creek diversion system is restricted to the period from April 15 to October 15. If the work requires more than one restricted period, the temporary creek diversion system shall be removed by the conclusion of the restricted period and repositioned during the following restricted period at the Contractor's expense. Attention is directed to "Relations with California Department of Fish and Wildlife", "Relations with the Army Corps of Engineers" and "Water Pollution Control" of these special provisions regarding additional permit restrictions.

Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to California Fish & Game Code Section 5937. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation.

The Contractor shall be responsible for preventing, at his expense, any leakage in the temporary creek diversion system that may interfere with the work.

When no longer required, as determined by the Engineer, temporary creek diversion system shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Holes, depressions or other ground disturbance caused by the installation and removal of the temporary creek diversion system shall be backfilled and repaired in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

## **MAINTENANCE**

Temporary creek diversion system shall be maintained to provide adequate holding capacity with a minimum freeboard of 12 inches.

Temporary creek diversion system shall be repaired or replaced on the same day when the damage occurs. Damage to the temporary creek diversion system resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

If during the progress of the work it becomes necessary to reposition or relocate portions of the temporary creek diversion system, the work shall be done at the Contractor's expense.

## **PAYMENT**

The contract lump sum price paid for temporary creek diversion system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in temporary creek diversion system, complete in place, including design of the system and submittal of the plan, implementation, maintenance, and removal of the temporary creek diversion system, dewatering necessary to dewater within the limits of the temporary creek diversion system if the flows remaining after the diversion is installed will not just flow downstream, and restoring the creek back to its original condition as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.19 TEMPORARY SHORING**

Temporary shoring shall be designed, furnished, constructed, monitored, maintained, and removed in conformance with the provisions in these special provisions.

Attention is directed to the Foundation Investigation Report regarding the expected subsurface conditions the Contractor can anticipate when installing temporary shoring near the bridge location. The Contractor shall expect hard and intact rock to be encountered during excavation. Free groundwater levels shall also be expected during excavation

near and adjacent to the creek channel, wherein granular, saturated soil layers exist capable of transmitting substantial quantities of seepage to open excavations.

Attention is directed to the sections "Order of Work" and "Maintaining Traffic" of these special provisions regarding the construction sequence.

Approval by the Engineer of the temporary shoring working drawings or temporary shoring inspection performed by the Engineer will in no way relieve the Contractor of full responsibility for the temporary shoring.

### **TEMPORARY SHORING DESIGN AND DRAWINGS**

The Contractor shall submit to the Engineer three (3) sets of working drawings and design calculations for the temporary shoring. Such drawings and design calculations shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California. The temporary shoring working drawings and design calculations shall conform to the requirements in Section 5-1.02 "Plans and Working Drawings," of the Standard Specifications.

Working drawings for any part of the temporary shoring shall include stress sheets, shop details, and erection and removal plans.

The temporary shoring working drawings shall include descriptions and values of all loads, including traffic surcharge loads, construction equipment loads, descriptions of equipment to be used, complete details and calculations for temporary shoring stresses and displacements, and descriptions of the displacement monitoring system. The displacement monitoring system shall include equipment to be used, location of control points, method and schedule of taking measurements, and provisions to support the temporary shoring should unanticipated displacements occur.

The Contractor shall determine the bearing value of the soil and shall show the values assumed in the design of the temporary shoring on the temporary shoring drawings. Anticipated temporary shoring displacements shall be shown on the temporary shoring drawings.

Temporary shoring shall be designed to carry the load imposed upon them without exceeding the estimated soil bearing values and anticipated displacements.

The temporary shoring design calculations shall show a summary of computed stresses in the temporary shoring. The computed stresses shall include the effect of the embankment construction sequence. The temporary shoring design calculations shall also include a lateral stiffness assessment of the temporary shoring system and shall conform to the design values shown on the plans.

The design of temporary supports will not be approved unless it is based on the use of loads and conditions which are no less severe than those described in "Temporary Shoring Design Criteria" of these special provisions and on the use of allowable stresses which are no greater than those described in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications.

### **TEMPORARY SHORING DESIGN CRITERIA**

Temporary shoring shall accommodate and support the placement of Temporary Railing (Type K) necessary for stage construction. The construction equipment loads shall be the actual weight of the construction equipment.

The temporary shoring shall resist the lateral design forces resulting from construction equipment loads, traffic surcharge loads, and compaction methods applied to the temporary shoring.

The temporary shoring may be mechanically connected to the Stage 1 structure. The mechanical connections shall be capable of resisting the lateral temporary shoring design forces. Friction forces developed between the existing structure and temporary shoring shall not be used to reduce the lateral forces and shall not be considered as an effective mechanical connection. The mechanical connections shall be designed to tolerate adjustments to the temporary shoring throughout the use of the temporary shoring.

### **Manufactured Assemblies**

Manufactured assemblies shall conform to the provisions in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications and these special provisions.

### **TEMPORARY SHORING CONSTRUCTION**

Attention is directed to paragraphs 1 through 7 of Section 51-1.06B, "Falsework Construction," of the Standard Specifications. All reference to falsework in these paragraphs shall also apply to temporary shoring.

Welding, welder qualification, and inspection of welding for all steel members shall conform to the requirements of AWS D1.1. Prior to proceeding embankment construction, an engineer for the Contractor who is registered as a Civil Engineer in the State of California shall inspect the temporary shoring, including displacement monitoring systems, for conformity with the working drawings. The Contractor's registered engineer shall certify in writing that the temporary shoring, including displacement monitoring systems, conform to the working drawings, and that the material and workmanship are satisfactory for the purpose intended. A copy of this certification shall be available at the site of the work at all times.

The Contractor shall perform an initial survey as part of the displacement monitoring system to record the location of the structure and temporary shoring prior to the commencement of any work. Two copies of the survey shall be signed by an engineer, who is registered as a Civil Engineer in the State of California, and submitted to the Engineer.

Vandal-resistant displacement monitoring equipment shall be provided and maintained. Vertical and horizontal displacements of the temporary shoring and the existing structure shall be monitored continuously during embankment construction operations and shall be accurately measured and recorded at least weekly during embankment construction work. As a minimum, measurements shall be taken for every two-feet of embankment placed and once a month while open to public traffic. The records of vertical and horizontal displacement shall be signed by an engineer who is registered as a Civil Engineer in the State of California and available to the Engineer at the jobsite during normal working hours, and a copy of the record shall be delivered to the Engineer at the completion of embankment construction and at a minimum of monthly during winter shutdown.

Should unanticipated displacements, cracking or other damage occur, the construction shall be discontinued until corrective measures satisfactory to the Engineer are performed. Damage to the structure as a result of the Contractor's operations shall be repaired by the Contractor in conformance with the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications.

Following completion of the embankment construction, the monitored control points shall not deviate from the vertical position by more than 1/2 inch and the horizontal position by more than 1 inch from the initial survey locations or the locations as modified by the Engineer.

### **REMOVING TEMPORARY SHORING**

Attention is directed to Section 51-1.06C, "Removing Falsework," of the Standard Specifications. All references to falsework in this section shall also apply to temporary shoring.

Attachments to the Stage 1 substructure shall be removed if the attachments will not be fully encased in the Stage 3 substructure concrete. Attachments may remain if fully encased.

### **PAYMENT**

Temporary shoring will not be measured for payment.

Full compensation for temporary shoring shall be considered as included in the contract item price paid for structure excavation (bridge) and no separate payment will be made therefor.

### **10-1.20 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.

Attention is directed to "Earthwork" of these special provisions. The Contractor shall provide sheeting, shoring, bracing, or sloping of abutment footing excavations steeper than 2:1 to accomplish the foundation excavations without infringing into the OHWM or ESA areas.

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.

Full compensation for furnishing all labor, tools, equipment, and materials necessary to install 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 and these special provisions shall be included in the contract item price paid for structure excavation (bridge) and no additional compensation will be allowed therefor.

### **10-1.21 PROGRESS SCHEDULE (CRITICAL PATH METHOD)**

#### **SUMMARY**

Comply with Section 8-1.04, "Progress Schedule," of the Standard Specifications except you must use computer software to prepare the schedule.

You are responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

#### **DEFINITIONS**

**contract completion date:** Current extended date for completion of the contract shown on the Weekly Statement of Working Days furnished by the Engineer as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.

**data date:** Day after the date through which a schedule is current. Everything occurring earlier than the data date is as-built and everything on or after the data date is planned.

**early completion time:** Difference in time between an early scheduled completion date and the contract completion date.

**float:** Difference between the earliest and latest allowable start or finish times for an activity.

**milestone:** Event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.

**narrative report:** Document submitted with each schedule that discusses topics related to project progress and scheduling.

**near critical path:** Chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.

**State-owned float activity:** Activity documenting time saved on the critical path by actions of the State. It is the last activity prior to the scheduled completion date.

**time impact analysis:** Schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.

**time-scaled network diagram:** Graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

**total float:** Amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

#### **GENERAL REQUIREMENTS**

Submit baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Perform work in the sequence indicated on the current accepted schedule.



Each schedule must show:

1. Calculations using the critical path method to determine controlling activities.
2. Duration activities less than 20 working days.
3. At least 50 but not more than 500 activities, unless authorized. The number of activities must be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.
4. Each required constraint. Constraints other than those required by the special provisions may be included only if authorized.
5. State-owned float as the predecessor activity to the scheduled completion date.
6. Activities with identification codes for responsibility, stage, work shifts, location, and contract pay item numbers.

You may show early completion time on any schedule provided that the requirements of the contract are met. Early completion time is considered a resource for your exclusive use. You may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently, or by completing activities earlier than planned. You may also submit for approval a VECP as specified in Section 4-1.035B, "Value Engineering Change Proposal." of the Standard Specifications that will reduce time of construction.

You may show a scheduled completion date that is later than the contract completion date on an update schedule, after the baseline schedule is accepted. Provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

State-owned float is considered a resource for the exclusive use of the State. The Engineer may accrue State-owned float by the early completion of review of any type of required submittal when it saves time on the critical path. Prepare a time impact analysis, when requested by the Engineer, to determine the effect of the action as specified in "Time Impact Analysis." The Engineer documents State-owned float by directing you to update the State-owned float activity on the next updated schedule. Include a log of the action on the State-owned float activity and include a discussion of the action in the narrative report. The Engineer may use State-owned float to mitigate past, present, or future State delays by offsetting potential time extensions for contract change orders.

The Engineer may adjust contract working days for ordered changes that affect the scheduled completion date as specified in Section 4-1.03, "Changes," of the Standard Specifications. Prepare a time impact analysis to determine the effect of the change as specified in "Time Impact Analysis" and include the impacts acceptable to the Engineer in the next updated schedule. Changes that do not affect the controlling operation on the critical path will not be considered as the basis for a time adjustment. Changes that do affect the controlling operation on the critical path will be considered by the Engineer in decreasing time or granting an extension of time for completion of the contract. Time extensions will only be granted if the total float is absorbed and the scheduled completion date is delayed 1 or more working days because of the ordered change.

The Engineer's review and acceptance of schedules does not waive any contract requirements and does not relieve you of any obligation or responsibility for submitting complete and accurate information. Correct rejected schedules and resubmit them within 7 days of notification by the Engineer, at which time a new review period of 7 days will begin.

Errors or omissions on schedules do not relieve you from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either you or the Engineer discover that any aspect of the schedule has an error or omission, you must correct it on the next updated schedule.

## **COMPUTER SOFTWARE**

Submit a description of your proposed schedule software for authorization. All software must be compatible with the current version of the Windows operating system in use by the Engineer. The schedule software must include the latest version of Oracle Primavera P6 Professional Project Management for Windows, or equivalent.

If schedule software equivalent to P6 is proposed, it must be capable of:

1. Generating files that can be imported into P6

2. Comparing 2 schedules and providing reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties

## **NETWORK DIAGRAMS, REPORTS, AND DATA**

Include the following with each schedule submittal:

1. 2 sets of originally plotted, time-scaled network diagrams
2. 2 copies of a narrative report
3. 1 read-only compact disk or floppy diskette containing the schedule data

The time-scaled network diagrams must conform to the following:

1. Show a continuous flow of information from left to right
2. Be based on early start and early finish dates of activities
3. Clearly show the primary paths of criticality using graphical presentation
4. Be prepared on 34" x 44"
5. Include a title block and a timeline on each page

The narrative report must be organized in the following sequence with all applicable documents included:

1. Transmittal letter
2. Work completed during the period
3. Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours
4. Description of the current critical path
5. Changes to the critical path and scheduled completion date since the last schedule submittal
6. Description of problem areas
7. Current and anticipated delays:
  - 7.1. Cause of delay
  - 7.2. Impact of delay on other activities, milestones, and completion dates
  - 7.3. Corrective action and schedule adjustments to correct the delay
8. Pending items and status thereof:
  - 8.1. Permits
  - 8.2. Change orders
  - 8.3. Time adjustments
  - 8.4. Noncompliance notices
9. Reasons for an early or late scheduled completion date in comparison to the contract completion date

Schedule submittals will only be considered complete when all documents and data have been submitted as described above.

## **PRECONSTRUCTION SCHEDULING CONFERENCE**

Schedule a preconstruction scheduling conference with your project manager and the Engineer within 15 days after contract approval. The Engineer will conduct the meeting and review the requirements of this section with you.

Submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and be prepared to discuss the proposed work plan and schedule methodology that comply with the requirements of this section. If you propose deviations to the construction staging, then the general time-scaled logic diagram must also display the deviations and resulting time impacts. Be prepared to discuss the proposal.

At this meeting, also submit the alphanumeric coding structure and activity identification system for labeling work activities. To easily identify relationships, each activity description must indicate its associated scope or location of work

by including such terms as quantity of material, type of work, bridge number, station to station location, side of highway (such as left, right, northbound, southbound), lane number, shoulder, ramp name, ramp line descriptor, or mainline.

The Engineer reviews the logic diagram, coding structure, and activity identification system, and provide any required baseline schedule changes to you for implementation.

### **BASELINE SCHEDULE**

Beginning the week following the preconstruction scheduling conference, meet with the Engineer weekly to discuss schedule development and resolve schedule issues until the baseline schedule is accepted.

Submit a baseline schedule within 20 days of contract approval. Allow 20 days for the Engineer's review after the baseline schedule and all support data are submitted.

The baseline schedule must include the entire scope of work and how you plan to complete all work contemplated. The baseline schedule must show the activities that define the critical path. Multiple critical paths and near-critical paths must be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities must be critical or near critical, unless otherwise authorized.

The baseline schedule must not extend beyond the number of contract working days. The baseline schedule must have a data date of contract approval. If you start work before contract approval, the baseline schedule must have a data date of the 1st day you performed work at the job site.

If you submit an early completion baseline schedule that shows contract completion in less than 85 percent of the contract working days, the baseline schedule must be supplemented with resource allocations for every task activity and include time-scaled resource histograms. The resource allocations must be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for you and your subcontractors. Use average composite crews to display the labor loading of on-site construction activities. Optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. The time-scaled resource histograms must show labor crafts and equipment classes to be used. The Engineer may review the baseline schedule activity resource allocations using Means Productivity Standards or equivalent to determine if the schedule is practicable.

### **UPDATED SCHEDULE**

Submit an updated schedule and meet with the Engineer to review contract progress, on or before the 1st day of each month, beginning 1 month after the baseline schedule is accepted. Allow 15 days for the Engineer's review after the updated schedule and all support data are submitted, except that the review period will not start until the previous month's required schedule is accepted. Updated schedules that are not accepted or rejected within the review period are considered accepted by the Engineer.

The updated schedule must have a data date of the 21st day of the month or other date established by the Engineer. The updated schedule must show the status of work actually completed to date and the work yet to be performed as planned. Actual activity start dates, percent complete, and finish dates must be shown as applicable. Durations for work that has been completed must be shown on the updated schedule as the work actually occurred, including Engineer submittal review and your resubmittal times.

You may include modifications such as adding or deleting activities or changing activity constraints, durations, or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted schedule. Justify in writing the reasons for any changes to planned work. If any proposed changes in planned work will result in (1) or (2) above, then submit a time impact analysis as specified in this section.

### **TIME IMPACT ANALYSIS**

Submit a written time impact analysis (TIA) with each request for adjustment of contract time, or when you or the Engineer consider that an approved or anticipated change may impact the critical path or contract progress.

The TIA must illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate. The analysis must use the accepted schedule that has a data date closest to and before the

event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions before the event, the accepted schedule must be updated to the day before the event being analyzed. The TIA must include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the two schedules must be equal to the adjustment of contract time. The Engineer may construct and use an appropriate project schedule or other recognized method to determine adjustments in contract time until you provide the TIA.

Submit 2 copies of your TIA within 20 days of receiving a written request for a TIA from the Engineer. Allow the Engineer 15 days after receipt to review the submitted TIA. All approved TIA schedule changes must be shown on the next updated schedule.

If a TIA you submit is rejected, meet with the Engineer to discuss and resolve issues related to the TIA. If clarification is still needed, you are allowed 15 days to submit a protest as specified in Section 5-1.011, "Protests," of the Standard Specifications. If agreement is not reached, you are allowed 5 days from the date you receive the Engineer's response to your protest to submit an Initial Potential Claim Record as specified in Section 5-1.146B, "Initial Potential Claim Record," of the Standard Specifications. Only show actual as-built work, not unapproved changes related to the TIA, in subsequent updated schedules. If agreement is reached at a later date, approved TIA schedule changes must be shown on the next updated schedule. The Engineer withholds remaining payment on the schedule bid item if a TIA is requested and not submitted within 20 days. The schedule item payment resumes on the next estimate after the requested TIA is submitted. No other contract payment is withheld regarding TIA submittals.

### **FINAL UPDATED SCHEDULE**

Submit a final update, as-built schedule with actual start and finish dates for the activities, within 30 days after completion of contract work. Provide a written certificate with this submittal signed by your project manager or an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

### **PAYMENT**

Progress schedule (critical path method) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path method) includes full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in preparing, furnishing, and updating schedules, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for the progress schedule (critical path method) bid item will be made progressively as follows:

1. A total of 25 percent of the item amount will be paid upon achieving all of the following:
  - 1.1. Completion of 5 percent of all contract item work.
  - 1.2. Acceptance of all schedules and approval of all TIAs required to the time when 5 percent of all contract item work is complete.
2. A total of 50 percent of the item amount will be paid upon completion of 25 percent of all contract item work and acceptance of all schedules and approval of all TIAs required to the time when 25 percent of all contract item work is complete.
3. A total of 75 percent of the item amount will be paid upon completion of 50 percent of all contract item work and acceptance of all schedules and approval of all TIAs required to the time when 50 percent of all contract item work is complete.
4. A total of 100 percent of the item amount will be paid upon completion of all contract item work, acceptance of all schedules and approval of all TIAs required to the time when all contract item work is complete, and submittal of the certified final update schedule.

If you fail to complete any of the work or provide any of the schedules required by this section, the Engineer makes an adjustment in compensation as specified in Section 4-1.03C, "Changes in Character of Work," of the Standard

Specifications for the work not performed. Adjustments in compensation for schedules will not be made for any increased or decreased work ordered by the Engineer in submitting schedules.

### 10-1.22 CONSTRUCTION AREA SIGNS

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

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

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

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

Orange background on construction area signs shall be fluorescent orange.

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

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

Notification Center	Telephone Number
Underground Service Alert	811

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

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

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

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, replacing, and disposing of construction area signs, as shown on the plans, as specified in these special provisions and as directed by the Engineer shall be included in the contract lump sum price paid for construction area signs, and no additional compensation will be allowed therefor.

### 10-1.23 MAINTAINING TRAFFIC

Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp or connector lanes, within a single traffic control system.

Closures shall conform to the provisions in "Traffic Control System for Lane Closure" of these special provisions.

The Contractor shall perform the following:

- a. The Contractor must submit and obtain Engineer approval of a traffic control plan prior to performing any traffic control on Green Valley Road. The plan shall address resident ingress and egress to driveways
- b. Temporary lane closures shall be performed in accordance with Standard Plan T12.
- c. Temporary lane closures with reversible controls shall be performed in accordance with Standard Plan T13.

**LANE CLOSURE CHART**

<b>Chart No. 1</b>																								
<b>Two-Lane Conventional Highway Lane Requirements</b>																								
Location: Green Valley Road																								
a.m.												p.m.												
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Fridays									2	2	R	R	R	R	R	R	2	2	2	2	2			
Saturdays & Day before designated legal holiday*										R	R	R	R	2	2	2	2	2	2	2				
Sundays*										R	R	R	R	2	2	2	2	2	2	2				
Designated legal holidays																								
Legend:																								
R	A minimum of one paved traffic lane, not less than 11 feet wide, or existing lane width, shall be open for use by public traffic (Reversing Control). Contractor shall not stop traffic in all directions at any time during the use of Reversing Control.																							
2	A minimum of two paved traffic lanes shall be open for use by public traffic. One lane not less than 11 feet wide, or existing lane width, in each direction of travel, except as provided for in these special provisions.																							
	No work will be allowed.																							

\*Allowed upon approval of the Engineer.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09 of the Standard Specifications, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

A single closure period of five (5) consecutive days shall be allowed for the Contractor to complete the Stage 4 work as described in the stage construction plans. Work may be performed during all hours within this period. The Engineer shall have the final approval of the dates and specific hours of this closure period.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Engineer will notify local authorities, including the El Dorado County Sheriff's Department, and local fire and emergency response units of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1

(ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or W21-5 (SHOULDER WORK) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

The Contractor shall provide continuous access to all residents and any visitors within, and adjacent to the project area, including the U.S. Postal Service and other delivery services, throughout the duration of all construction activities. Access for residents shall consist of paved, base rock, or smoothly graded dirt roadway surface, no less than 12 feet wide, with 20-foot minimum encroachment tapers, suitable for passage by a passenger vehicle. If, residents are required to travel on dirt surface, the surface shall be graded and lightly watered such that dust is not created, but, not over-watered such that it tracks mud or causes loss of traction. Construction areas shall be maintained in a condition suitable for safe passage by residents at all times.

The Contractor shall provide, at all times, access for emergency, law-enforcement, and other essential vehicles to the limits of, and safe passage through the construction area.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, first Monday in September, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

Portable changeable message signs (PCMS) will be in place and operational three (3) days in advance of any work affecting public traffic. Additionally, PCMS's shall be in place and operational seven (7) days in advance of any lane closures, to inform the public of upcoming contract work and related delays.

At locations where falsework pavement lighting is designated, falsework lighting shall be installed in conformance with the provisions in Section 86-6.11, "Falsework Lighting," of the Standard Specifications.

Openings shall be provided through bridge falsework for the use of public traffic at each location where falsework is constructed over the streets or routes listed in the following table. The type, minimum width, height, and number of openings at each location, and the location and maximum spacing of falsework lighting, if required for each opening, shall conform to the requirements in the table. The width of vehicular openings shall be the clear width between temporary railings or other protective work. The spacing shown for falsework pavement lighting is the maximum distance center to center in feet between fixtures.

The exact location of openings will be determined by the Engineer.

Erection and removal of falsework at locations where falsework openings are required shall be undertaken one location at a time. During falsework erection and removal, public traffic in the lanes over which falsework is being erected or removed shall be detoured or stopped as specified in this section, "Maintaining Traffic." Falsework erection shall include adjustments or removal of components that contribute to the horizontal stability of the falsework system. Falsework removal shall include lowering falsework, blowing sand from sand jacks, turning screws on screw jacks, and removing wedges.

The Contractor shall have necessary materials and equipment on the site to erect or remove falsework over any one opening before detouring or stopping public traffic.

Full compensation for maintaining traffic as shown on the plans, as specified in these special provisions and as directed by the Engineer shall be included in the contract lump sum price paid for traffic control system, and no additional compensation will be allowed therefor.

#### **10-1.24 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

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

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

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

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these special provisions.

When traffic is under one-way control on unpaved areas, the cones shown along the centerline on the plans need not be placed.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 25 miles per hour.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

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

#### **10-1.25 PORTABLE CHANGEABLE MESSAGE SIGNS**

##### **GENERAL**

##### **Summary**

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs. Comply with Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications.

##### **Definitions**

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

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

##### **Submittals**

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



## **Quality Control and Assurance**

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

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

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

## **MATERIALS**

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

## **CONSTRUCTION**

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

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

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

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

Remove portable changeable message sign when not in use.

## **MEASUREMENT AND PAYMENT**

Full compensation for portable changeable message signs, including furnishing, placing, operating, modifying messages, maintaining, transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs is included in the contract lump sum price paid for traffic control system and no separate payment will be made therefor.

### **10-1.26 TEMPORARY CRASH CUSHION SYSTEM**

This work shall consist of furnishing, installing, and maintaining temporary crash cushion systems in groupings at each location shown on the plans, as specified in these special provisions or where designated by the Engineer.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

Crash cushion shall be an Non-Redirective, Gating Crash Cushion System designed for attachment to permanent or portable barrier, such as the ABSORB 350 Crash Cushion System, Type TL-2 as manufactured by Barrier Systems, Inc., or approved equal, and shall include the items detailed for crash cushion shown on the plans.

The successful bidder may obtain the crash cushion from the manufacturer, Barrier Systems, Inc., 3333 Vaca Valley Parkway, Suite 800, Vacaville, CA 95688, telephone: (888) 800-3691.

The Contractor shall furnish the Engineer one copy of the manufacturer's plan and parts list.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushion conforms to the contract plans and specifications, conforms to the prequalified design and material requirements, and was manufactured in conformance with the approved quality control program.

Crash cushion systems shall be installed in conformance with the manufacturer's installation instructions.

Crash cushion systems will be measured by the unit as determined from actual count in place in the completed work.

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

At the completion of the project, temporary crash cushion systems shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion systems shall not be installed in the permanent work.

Temporary crash cushion systems will be measured by the unit as determined from the actual count of elements used in the work or ordered by the Engineer at each location. Temporary crash cushion systems and/or their elements placed in excess of the number specified or shown will not be measured nor paid for.

Repairing temporary crash cushion systems and their elements damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Elements damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Elements replaced due to damage by public traffic will be measured and paid for as temporary crash cushion system (elements).

The contract unit price paid per each element per stage for temporary crash cushion system shall include full compensation for furnishing all labor, materials (including anchor bolts, nuts, washers, and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) the temporary crash cushion system, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.27 MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

#### **10-1.28 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Except as otherwise provided for damaged materials in Section 15-2.04, "Salvage," of the Standard Specifications, the materials to be salvaged shall remain the property of the County, and shall be cleaned, packaged, bundled, tagged, and hauled to the County Maintenance Facility Yard, 2441 Headington Road, Placerville, CA 95667 and stockpiled.

The Contractor shall notify the Engineer a minimum of 48 hours prior to hauling salvaged material to the County facility.

#### **PREPARE EXISTING ROADBED**

When subbase, base or pavement material are to be placed on the existing roadbed, the existing roadbed shall first be cleaned of dirt and extraneous material.

When ordered by the Engineer and where shown in the Plans, a leveling course of the material to be placed shall be spread upon the existing roadbed in conformance with the specifications for the type of material being placed. No compensation other than the contract price or prices being paid for the material will be made for this work.

Broken, failed or other unsatisfactory portions of the existing roadbed shall be removed and disposed of outside the highway right of way. The areas and depths to be removed shall be as ordered by the Engineer. The area in the exposed

spaces shall be watered and compacted, after which the space shall be filled with material as directed by the Engineer. The cost of all such work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Except as otherwise provided, full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing existing roadbed as shown on the plans, as specified herein, and as directed by the Engineer shall be considered as included in the contract price paid for the material to be placed on the existing roadbed.

#### **REMOVE PAVEMENT MARKER**

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per ton for hot mix asphalt (Type A) and no separate payment will be made therefor.

#### **RESET MAILBOX**

Existing mailbox units shall be removed and replaced as shown on the Plans.

During construction operations, the mailbox units shall be moved as necessary to clear the way for the Contractor's operations, but shall be accessible for delivery at all times. The Contractor shall work with the United States Postal Service (USPS) and the property owners/residents to ensure the temporary and permanent location of the mailbox units are acceptable. During construction, the mailbox units shall be installed on a temporary moveable foundation/support approved by the USPS and the Engineer. Attention is directed to the closure period during Stage 4 work, when the access to Lode Road near the existing mailbox location will be closed.

When construction is complete, the Lode Road mailbox units shall be installed in the final location on a new concrete pad, as shown on the detail included in Appendix D of these special provisions.

Individual mail and newspaper boxes located within the project area shall be temporarily relocated, as necessary, to not interfere with construction operations. The Contractor shall work with USPS, the Engineer, and the property owners/residents to ensure the temporary and permanent locations of the mailboxes are acceptable. When construction is complete, the individual mail and newspaper boxes shall be secured to new 4x4 redwood posts.

Full compensation for removing and replacing the mailbox unit at the Lode Road entrance, including coordination with USPS and property owners/residents, furnishing and placing concrete pad, and maintaining the mailbox unit in a temporary location shall be considered in the lump sum contract price paid for reset mailbox and no additional compensation will be allowed therefor.

Full compensation for disposing of existing posts, mounts and hardware, coordination with USPS and property owners/residents, relocating and resetting individual mail and newspaper boxes for temporary and permanent locations, furnishing new posts, planks and hardware, and replacing any damaged individual mail or newspaper boxes shall be considered in the lump sum contract price paid for reset mailbox and no additional compensation will be allowed therefor.

#### **BRIDGE REMOVAL**

Removing bridges or portions of bridges shall conform to the provisions in Section 15-4, "Bridge Removal," of the Standard Specifications and these special provisions.

Bridges to be removed shall be as shown on the plans and are described as follows:

Green Valley Road Bridge No. 25C-0088: An existing single span bridge consisting of concrete deck slab on reinforced concrete girders and tall abutments and wingwalls is to be removed as shown on the plans.

Retaining Wall at West Approach: A portion of an existing retaining wall consisting of metal beam guard rail and post system is to be removed as shown on the plans.

The Contractor shall notify the El Dorado County Air Quality Management District, (530) 621-6662, no later than ten (10) calendar days prior to beginning of bridge removal, and shall adhere to all notification requirements of the U.S.

Environmental Protection Agency's National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M and/or the AQMD.

Removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The Contractor shall submit a complete bridge removal plan to the Engineer for each bridge listed above, detailing procedures, sequences, and all features required to perform the removal in a safe and controlled manner.

The bridge removal plan shall include, but not be limited to, the following:

- A. The removal sequence, including staging of removal operations.
- B. Equipment locations on the structure during removal operations.
- C. Temporary support shoring or temporary bracing.
- D. Locations where work is to be performed over traffic, utilities, or waterways.
- E. Details, locations, and types of protective covers to be used.
- F. Measures to assure that people, property, utilities, and improvements will not be endangered.
- G. Details and measures for preventing material, equipment, and debris from falling onto waterways.

The bridge removal plan shall conform to the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The number of sets of drawings, design calculations, and the time for reviewing bridge removal plans shall be the same as specified for falsework working drawings in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications.

For bridge removal work that requires the Contractor's registered engineer to prepare and sign the bridge removal plan, the Contractor's registered engineer shall be present at all times when bridge removal operations are in progress. The Contractor's registered engineer shall inspect the bridge removal operation and report in writing on a daily basis the progress of the operation and the status of the remaining structure. A copy of the daily report shall be available at the site of the work at all times. Should an unplanned event occur or the bridge operation deviate from the approved bridge removal plan, the Contractor's registered engineer shall submit immediately to the Engineer for approval the procedure of operation proposed to correct or remedy the occurrence.

Full compensation for Retaining Wall Removal (portion) shall be considered as included in the contract price paid as lump sum for bridge removal and no additional compensation will be allowed therefor.

#### **REMOVE METAL BEAM GUARD RAILING**

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract price paid per linear foot for metal beam guard railing (wood post) and no separate payment will be made therefor.

#### **REMOVE ROADSIDE SIGN**

Existing roadside signs, at those locations shown on the plans to be removed, shall be removed and disposed of.

Sign panels shown on the plans to be removed shall be salvaged and returned.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Full compensation for salvaging sign panels shall be considered as included in the contract unit price paid for remove roadside sign and no separate payment will be made therefor.

#### **RELOCATE ROADSIDE SIGN**

Existing roadside signs shall be removed and relocated to the new locations shown on the plans.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

Full compensation for removing and relocating roadside signs shall be considered as included in the contract unit price paid for relocate roadside sign and no separate payment will be made therefor.

### **REMOVE TRAFFIC STRIPE**

This work includes removing existing traffic stripe at the locations shown on the plans.

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

Waste residue from removal of traffic stripe is a non-hazardous waste residue and contains lead in average concentrations less than 1000 mg/kg total lead and 5 mg/L soluble lead. This waste residue does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs and is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Full compensation for removing traffic stripe shall be considered as included in the contract unit price paid for remove thermoplastic traffic stripe and no separate payment will be made therefor.

### **10-1.29 COLD PLANE ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planning shall be carried around the corners and through the conform lines. Following planning operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 120:1 (Horizontal: Vertical) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be the same quality as the asphalt concrete used elsewhere on the project or shall conform to the material requirements for minor asphalt concrete. Asphalt concrete for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material 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.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

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

#### **10-1.30 ACCESS OPENING (SOFFIT)**

Access openings in bridge soffits shall consist of removing portions of existing box girder bridge soffits at the locations and to the dimensions shown on the plans.

A 1-inch deep saw cut shall be made around the perimeter of the soffit areas to be removed.

Bar reinforcing steel shall be removed as shown on the plans. The ends of the remaining bars shall be coated with 2 applications of a zinc-rich primer in the same manner specified for exposed ends of prestressing steel in Section 50-1.05, "Prestressing Steel," of the Standard Specifications.

Within a cell where work is to be performed, existing formwork and miscellaneous concrete that will interfere with the work shall be removed. In addition, when the work is to be done in a cell that adjoins a hinge, all existing forms and sharp projections in the cell between the hinge and 5 feet past the access opening shall be removed.

All material removed shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

When no longer required, soffit access openings shall be closed as shown on the plans. All materials, including galvanized sheet metal covers, steel hardware, hinges, and corrosion resistant concrete expansion anchorage devices, shall be commercial quality.

Thread locking system shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

Unless specified as an option, using deck access openings in lieu of soffit access openings will not be allowed.

Access openings through soffits will be measured and paid for by the unit as access opening, soffit. Openings to be paid for will be determined from actual count of the completed units in place.

The contract unit price paid for access opening (soffit) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the soffit access opening, complete in place, including closing the soffit access opening and removing forms and miscellaneous concrete, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.31 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Any existing fence that lies within the limits of the proposed work shall be removed and disposed of, as part of clearing and grubbing activities. Fence elements to be removed include concrete post footings and anchor blocks. There

shall be no post holes from fence removal remaining at the completion of the project. The Contractor shall preserve and protect all fence that is not in conflict with the proposed work, and shall replace, at his own expense should it become damaged.

Attention is directed to the section "Species Protection" of these special provisions. The County's Biological Monitor will be on-site during clearing and grubbing activities in the riparian corridor to ensure that no California Red-Legged Frog is present. Disturbance or removal of vegetation within the riparian area shall not exceed the minimum necessary to construct the project. Clearing and grubbing of the brush and blackberry shrubs shall be performed by hand or with hand tools. Mechanized vehicles shall not be used to clear the brush. All cleared material/vegetation shall be removed out of the riparian/stream zone.

Except for the trees specifically identified for removal, no native trees with a trunk diameter at breast height (DBE) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of the Engineer, and a California Department of Fish & Wildlife representative.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 5 feet outside the physical limits of the bridge or structure.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Full compensation for demolition, removal, and disposal of the facilities specified herein shall be considered as included in the contract lump sum price paid for clearing and grubbing and no additional compensation will be allowed therefor.

### **10-1.32 EARTHWORK**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications, and "Dust Control" sections of these special provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Surplus excavated material not designated as hazardous waste due to arially deposited lead shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.17-foot before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

Reinforcement or metal attached to reinforced concrete rubble placed in embankments shall not protrude above the grading plane. Prior to placement within 2 feet below the grading plane of embankments, reinforcement or metal shall be trimmed to no greater than 3/4 inch from the face of reinforced concrete rubble. Full compensation for trimming reinforcement or metal shall be considered as included in the contract prices paid per cubic yard for the types of excavation shown in the Engineer's estimate, or the contract prices paid for furnishing and placing imported borrow or embankment material, as the case may be, and no additional compensation will be allowed therefor.

Attention is directed to "Rock Excavation" of these special provisions regarding the expected subsurface conditions the Contractor can anticipate when performing earthwork. Free groundwater levels shall also be expected during

excavation near and adjacent to the creek channel, wherein granular, saturated soil layers exist capable of transmitting substantial quantities of seepage to open excavations.

Blasting shall not be used as a means for accomplishing either roadway or structure excavation work.

At the option of the Contractor, and to the extent that material from required excavation within the project limits is available, embankment shall be constructed of imported borrow or of material obtained from required excavation within the project limits or a combination of borrow and material obtained from required excavation within the project limits. The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction, and that public safety, convenience, and water supply is maintained.

At the option of the Contractor, slurry cement backfill conforming to the provisions in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications may be used as structure backfill for pipe culverts, including aluminum and aluminum coated pipe culverts.

Imported borrow shall be mineral material including rock, sand, gravel, or earth. The Contractor shall not use man-made refuse in imported borrow including:

- A. Portland cement concrete
- B. Asphalt concrete
- C. Hot mix asphalt
- D. Material planed from roadway surfaces
- E. Residue from grooving or grinding operations
- F. Metal
- G. Rubber
- H. Mixed debris
- I. Rubble

Excavated materials not used in embankments shall be disposed of in conformance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. However, the Contractor's prerogative to dispose of excavated material outside the highway right of way before the embankments are completed is subject to proof that environmentally clear sources of material in sufficient quantity to complete required embankments are available. Obtaining necessary clearances for new borrow sources or for exceeding limitations on previously cleared sources shall be the responsibility of the Contractor. No time extension or other waiver of working days requirements will be granted in the event the Contractor is delayed by reason of there being an insufficient quantity of acceptable material available from environmentally cleared sources to replace excavated material previously disposed of outside the right of way.

Roadway excavation and structure excavation will be paid for as specified in these special provisions and in Sections 19-2, "Roadway Excavation," and 19-3, "Structure Excavation and Backfill," respectively, of the Standard Specifications, and no separate payment will be made therefor. Ditch excavation, where shown on the Plans, will be measured and paid for as roadway excavation.

If structure excavation or structure backfill for bridges is not otherwise designated by type and payment for the structure excavation or structure backfill has not otherwise been provided for in the Standard Specifications or these special provisions, the structure excavation or structure backfill will be measured and paid for as structure excavation (bridge) or structure backfill (bridge), respectively.

Attention is directed to Section 19-2.02, "Unsuitable Material" of the Standard Specifications regarding payment for removal and disposal of unsuitable material. The removal and disposal of unstable material, as well as suitable material used to replace the unsuitable material that has been removed shall be paid for at the contract price for "Roadway Excavation."

Section 19-7.04, "Measurement," and Section 19-7.05, "Payment," of the Standard Specifications shall not apply.



The quantity shown for roadway excavation in the Proposal Pay Items Bid Price Schedule will be final pay quantity for "Roadway Excavation," and shall conform to the provisions of Section 9-1.015, "FINAL PAY QUANTITIES", of the Standard Specifications, and shall include full payment for all work listed herein, including double handling of material for staging, and no additional compensation will be made therefor.

**10-1.33 EARTH RETAINING STRUCTURE**

Earth retaining structure, consisting of Shored Gabion Mechanically Stabilized Embankment at Retaining Wall No. 1, shall conform to the details shown on the plans and these special provisions.

At the Contractor's option, one of the following acceptable alternative earth retaining systems may be constructed:

Proprietary Earth Retaining System	Address and Phone Number	Web Site
Gabion Faced MSE Wall	Hilfiker Retaining Walls 1902 Hilfiker Lane Eureka, CA 95503-5711 (707) 443-5093 or (800) 762-8962	www.hilfiker.com
Welded Wire Wall	Hilfiker Retaining Walls 1902 Hilfiker Lane Eureka, CA 95503-5711 (707) 443-5093 or (800) 762-8962	www.hilfiker.com

Only one type of earth retaining system shall be used at any one location.

The above list of acceptable alternative earth retaining systems has been selected from the Department's current list of prequalified earth retaining systems and is limited only to those systems determined to have characteristics suitable for this project. Among the alternatives shown, some systems may be proprietary.

The list of prequalified earth retaining systems has been developed from data previously furnished by suppliers or manufacturers of each system. Approval of additional earth retaining systems is contingent on the system meeting the full range of parameters for which prequalification is required. The prequalification requirements are available at:

<http://www.dot.ca.gov/hq/esc/Translab/NewProducts/index.htm>

**WORKING DRAWINGS**

If the Contractor elects to use a proprietary earth retaining system from the list of acceptable alternative systems, the Contractor shall submit complete working drawings for each installation of the system in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. For initial review, 5 sets of drawings shall be submitted. After review between 6 and 12 sets, as requested by the Engineer, shall be submitted for final approval and use during construction. Working drawings shall be submitted to the Engineer.

Working drawings shall be 11" x 17" in size, and each drawing and calculation sheet shall include the State assigned designations for the contract number, bridge number, full name of the structure as shown on the contract plans, and District-County-Route-Post Mile. The design firm's name, address, and phone number shall be shown on the working drawings. Each sheet shall be numbered in the lower right hand corner and shall contain a blank space in the upper right hand corner for future contract sheet numbers.

The Contractor shall verify the existing ground elevations at the site before preparing the working drawings. The working drawings shall contain all information required for the proper construction of the system at each location including existing ground line at face of wall as verified at the site and any required revisions or additions to drainage systems or other facilities. The working drawings shall include "General Notes" that contain design parameters, material notes, and wall construction procedure. The working drawings and calculations shall be stamped and signed by an

engineer who is registered as a Civil Engineer in the State of California. The Contractor shall allow the Engineer 30 days to review the drawings after a complete set has been received.

Unless otherwise specified, at the completion of each structure for which working drawings were submitted and if the work detailed in these working drawings is permanent, the Contractor shall submit to the Engineer one set of corrected as-built prints 11" x 17" in size and on 20-pound (minimum) bond paper, showing as built conditions. As-built drawings that are common to more than one structure shall be submitted for each structure.

**MATERIALS**

**Earthwork**

Excavation and backfill shall conform to the details shown on the plans, the provisions in Section 19, "Earthwork," of the Standard Specifications, and these special provisions.

Structure backfill for earth retaining structure with soil reinforcement shall be free of organic material and substantially free of shale or other soft materials of poor durability. Structure backfill shall not contain slag aggregate or recycled materials such as glass, shredded tires, portland cement concrete rubble, asphaltic concrete rubble, or other unsuitable material as determined by the Engineer.

Structure backfill for earth retaining structure with soil reinforcement shall conform to the following requirements:

Gradation Requirements		
Sieve Size	Percentage Passing	California Test
6"	100	202
3"	78-100	202
No. 4	----	202
No. 30	0-60	202
No. 200	0-15	202

Property Requirements		
Test	Requirement	California Test
Sand Equivalent	12 minimum	217
Plasticity Index	6 maximum	204
Minimum Resistivity	2000 ohm-cm	643
Chlorides	< 250 ppm	422
Sulfates	< 500 ppm	417
pH	5.5 to 10.0	643

If 12 percent or less passes the No. 200 sieve and 50 percent or less passes the No. 4, the Sand Equivalent and Plasticity Index requirements shall not apply.

Slurry Cement backfill material shall be used for the portion of the earth retaining structure with soil reinforcement within the limits shown on the plans. Slurry Cement backfill shall conform to the provisions in Section 19-3.062, "Slurry Cement backfill" of the Standard Specifications.

Permeable material shall be used for the portion of the structure backfill for earth retaining structure with soil reinforcement within the limits shown on the plans. Permeable material shall be Class 1, Type B, conforming to the provisions in Section 68-1.025, "Permeable Material," of the Standard Specifications.

Permeable material for earth retaining structure with metallic soil reinforcement shall conform to the following requirements:

Property Requirements		
Test	Requirement	California Test
Minimum Resistivity	2000 ohm-cm	643
Chlorides	< 250 ppm	422
Sulfates	< 500 ppm	417
pH	5.5 to 10.0	643

Water used for earthwork or dust control within 500 feet of earth retaining structure with metallic soil reinforcement shall conform to the provisions for water in Section 90-2.03, "Water," of the Standard Specifications.

**Shotcrete**

Shotcrete used for the portion of earth retaining structure shall conform to the details shown on the plans, the provisions in Section 53, "Shotcrete," of the Standard Specifications, and these special provisions.

**Reinforcement**

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

**Galvanizing**

Soil reinforcement, connecting elements, and other steel components that are in contact with the earth shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing," of the Standard Specifications.

**Gabions**

Gabion materials used for earth retaining structure shall conform to the details shown on the plans, the provisions in Section "Gabions" of these special provisions.

**Inspection Elements**

If a proprietary alternative system is selected, inspection elements representative of the particular soil reinforcement shall be furnished in the same number and approximate location as shown on the plans for the MSE system.

Metallic soil reinforcement is used, the threaded end of the inspection wire may be formed before or after galvanizing. The end 4 inches of the wire shall be coated with two applications of an approved unthinned commercial quality zinc-rich primer (organic vehicle type). The threaded end of the wire shall be encapsulated with corrosion inhibiting, mastic filled, round vinyl enclosure secured with a nylon tie as shown on the plans. If the threaded end is galvanized after threading, the threads shall be cleaned before painting. There shall be no damage to the unthreaded portion of the galvanized inspection wire.

**Drainage System**

The drainage system shall conform to the details shown on the plans and these special provisions.

Corrugated steel pipe shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications.

Perforated steel pipe underdrains and underdrain outlets and risers shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications.

The class of rock used for rock slope protection at drain pipe outlets shall be No. 3 Backing and shall conform to the provisions in Section 72-2, "Rock Slope Protection," of the Standard Specifications.

Filter fabric shall conform to the provisions in Section 88-1.02, "Filtration," of the Standard Specifications and these special provisions. Filter fabric shall be Class A.

**Soil Reinforcement**

Soil reinforcement shall conform to the details shown on the contract plans, the approved working drawings, the preapproved proprietary system details, and these special provisions.

W11 and W20 steel wire shall conform to the requirements in ASTM Designation: A 82/A 82M. The welded wire mat shall conform to the requirements in ASTM Designation: A 185/A 185M. D11 and D20 deformed steel wire may be substituted for W11 and W20 steel wire, respectively. The welded wire mat utilizing deformed steel wire shall conform to the requirements in ASTM Designation: A 496/A 496M and ASTM Designation: A 497/A 497M.

Splicing of the welded wire mat along its length shall be by mechanical coupler that shall develop the minimum tensile strength of the wire. The mechanical coupler shall be approved by the Engineer.

#### **Miscellaneous**

Pipe for the pipe pin shall conform to the requirements in ASTM Designation: A 53/A 53M, Standard weight, except the amount of the zinc coating per square foot of actual surface shall average not less than 2.0 ounces and no individual specimen shall be less than 1.8 ounces.

#### **CONSTRUCTION**

Earth retaining structure shall be constructed to the lines, grades, and details shown on the plans, and shall conform to these special provisions.

#### **Earthwork**

The foundation for the structure shall be graded level for a width equal to the length of soil reinforcement elements plus 12 inches or as shown on the contract plans. The foundation material shall be compacted to a relative compaction of not less than 95 percent. The Engineer shall approve the compacted foundation area prior to commencement of wall construction.

The Contractor shall remove unsuitable material as determined and directed by the Engineer. This work shall be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Structure backfill or slurry backfill material shall be placed and compacted following the placement of the gabions, soil reinforcement and gabion rocks. Placement and compaction shall be accomplished without distortion of the soil reinforcement or displacement of gabions. Structure backfill at the front of the wall shall be completed prior to backfilling more than 15 feet above the bottom of the lowermost gabions.

Structure backfill for earth retaining structure with soil reinforcement shall be compacted to a relative compaction of not less than 95 percent.

A relative compaction of not less than 95 percent shall be obtained for embankment under earth retaining structure with soil reinforcement within the limits established by inclined planes sloping 1.5:1 (horizontal:vertical) out and down from lines one foot outside the bottom limits of the structure, including permeable material when required.

Soil reinforcement shall be tensioned in the direction perpendicular to the wall face with enough force to remove any slack in the connection or in the soil reinforcement itself. Soil reinforcement shall be secured in place to prevent movement during placement of additional soil reinforcement and structure backfill until the initial lift of structure backfill is compacted.

Soil reinforcement shall be covered with structure backfill during the same work shift that it is placed.

Placement and compaction of structure backfill shall begin one foot from the back face of gabions and progress towards the free end of the soil reinforcement. Compaction equipment shall be operated parallel to the wall facing. The remaining width of backfill behind the gabions shall be placed and compacted after soil reinforcement has been covered to a depth of 6 inches.

Sheeps foot or grid-type rollers shall not be used for compacting material within the limits of the soil reinforcement. Hand-held or hand-guided compacting equipment shall be used to compact structure backfill material within 3 feet of the gabion basket.

Construction equipment shall not be operated directly on the soil reinforcement. A layer of structure backfill material not less than 6 inches in thickness shall be maintained between the soil reinforcement and construction equipment of any type.

At each level of the soil reinforcement the structure backfill shall be constructed to a plane 2 inches above the elevation of the soil reinforcement connection and extend for at least the remaining length of soil reinforcement. This grading shall be complete before placing the next layer of soil reinforcement.

Permeable material and filter fabric shall be placed along with structure backfill as shown on the plans. Permeable material shall be placed in layers not exceeding 2 feet in thickness. Compaction of the permeable material for the drainage system outside the limits of the soil reinforcement is not required, and equipment shall not be operated directly on the permeable material or filter fabric. If a sloped layer of permeable material is placed to facilitate the work or to satisfy safety considerations, the vertical limits of permeable material shall remain unchanged and the thickness of the layer of permeable material shall be measured normal to the slope.

The Contractor shall grade the reinforced backfill to rapidly drain away from the wall face at the end of each work shift. Berms or ditches shall be provided to direct runoff away from the wall site. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

### **Gabions**

Gabions and soil reinforcement mat shall be placed at the locations and in conformance with the details shown on the plans and the provisions in Section "Gabions" of these special provisions.

Gabion baskets shall be connected with soil mat reinforcement with 13.5-gage tie wire or 9 gage standard spiral binder before filling the basket with rock. The 13.5-gage standard tie wire or 9 gage standard spiral binder shall secure, in one pass, all selvage or end wires of the panels of all adjacent baskets along the joint.

### **Filter Fabric**

Filter fabric shall be placed at the locations and in conformance with the details shown on the plans and these special provisions.

Immediately prior to placing filter fabric, the subgrade to receive the filter fabric shall conform to the compaction and elevation tolerance specified for the material involved and shall be free of loose or extraneous material and sharp objects that may damage the filter fabric during installation.

Concrete panel surfaces to receive filter fabric shall be dry and thoroughly cleaned of dust and deleterious materials.

Filter fabric shall be handled and placed in conformance with the manufacturer's recommendations.

Filter fabric shall be stretched, aligned, and placed in a wrinkle-free manner.

Adjacent borders of filter fabric shall be stitched or overlapped from 12 inches to 18 inches. The preceding roll shall overlap the following roll in the direction the material is being spread or shall be stitched. When filter fabric is joined by stitching it shall be stitched with yarn of a contrasting color. The size and composition of the yarn shall be as recommended by the filter fabric manufacturer. The stitches shall number 5 to 7 per inch of seam.

If the filter fabric is damaged during installation, it shall be repaired by placing a piece of filter fabric that is large enough to cover the damaged area and that meets the overlap requirement.

During spreading of the permeable material, a minimum of 6 inches of the material shall be maintained between the filter fabric and the Contractor's equipment. Where structure backfill material is to be placed on filter fabric, a minimum of 18 inches of structure backfill material shall be maintained between the filter fabric and the Contractor's equipment. Equipment or vehicles shall not be operated or driven directly on filter fabric.

### **Concrete**

After placement of an inspection element and placement of backfill to a level at least 2 feet above the inspection element, the void in the face panel shall be dry packed with mortar as shown on the plans. Dry pack shall conform to the provisions in Section 51-1.135, "Mortar," of the Standard Specifications, except that the proportion of cementitious material to sand shall be that required to achieve a 28-day mortar compressive strength of 1000 psi to 1500 psi.

### **Proprietary Earth Retaining Systems**

If the Contractor elects to construct one of the acceptable proprietary alternative earth retaining systems, the structure shall be constructed to the lines and grades shown on the plans. Vertical and horizontal alignment shall be checked at every course throughout the erection process. The construction shall include a drainage system where shown on the plans, and shall conform to the details shown on the approved working drawings, approved proprietary system details, and these special provisions.

The Contractor shall supply a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications stating the supplied material meets the respective index criteria set forth when the proprietary alternative earth retaining system was prequalified by the Department, as measured in accordance with all test methods and standards specified in the Standard Specifications, these special provisions, and the approved working drawings.

A qualified representative of the proprietary earth retaining system manufacturer shall be present during erection and backfill of the first 10 feet of height of the entire length of the wall and shall be available during any remaining installations. The manufacturer's representative shall not be an employee of the Contractor.

Alternative earth retaining structure shall be constructed to accommodate the shotcrete flood wall, concrete apron, cable railing, MBGR post the wall mounted drainpipe, and the drainage inlets, as shown on the plans.

The top of wall profile of alternative earth retaining systems shall conform to the profile shown on the plans. The bottom of wall elevations shall be at or below the elevations shown on the plans. The height and length to be used for any system shall be the minimums for that system that will effectively retain the earth behind the structure for the loading conditions and the contours, profile, or slope lines shown on the plans. The length of soil reinforcement for any system shall be not less than that shown on the plans. In addition, if the plans or special provisions indicate limiting parameters for alternative systems, the system shall conform to those parameters.

### **MEASUREMENT AND PAYMENT**

Earth Retaining Structure (Gabion MSE Retaining Wall No. 1) will be measured and paid for by the square foot. Regardless of the type of earth retaining structure actually constructed, the square foot area for payment will be based on the length and vertical height of each section of system shown on the plans that was or would have been constructed. The vertical height of each section will be taken as the difference in elevation on the outer face from the bottom of the lowermost gabion to the top of wall profile.

The contract price paid per square foot for Earth Retaining Structure (Gabion MSE Retaining Wall No. 1) at each location shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the earth retaining structure and inspection elements at Retaining Wall No. 1, including earthwork, gabions, permanent fasteners for gabions, filter fabric, gabion rocks, soil mat reinforcement, and drainage systems, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for revisions to the concrete apron slab, cable railing support, drainage system, or other facilities made necessary by the use of an alternative earth retaining system shall be considered as included in the contract price paid per square foot for Earth Retaining Structure (Gabion MSE Retaining Wall No. 1), and no separate payment will be made therefor.

### **10-1.34 SOIL NAIL WALL AND GROUND ANCHOR WALL EARTHWORK**

This work consists of stability testing, excavating for wall construction, and backfilling around completed soil nail walls and ground anchor walls in conformance with the details shown on the plans, the provisions in Section 19-3,

"Structure Excavation and Backfill," of the Standard Specifications, and these special provisions.

### **Working Drawings**

The Contractor must submit a complete working drawing submittal for earthwork for each soil nail wall and ground anchor wall to the Offices of Structure Design in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. Working drawings must be 11" x 17" in size. For initial review, 5 sets of drawings must be submitted. After review, between 6 and 12 sets, as requested by the Engineer, must be submitted to Offices of Structure Design for final approval and use during construction.

Working drawing submittals for soil nail wall and ground anchor wall earthwork must show the contract number, structure number, full name of the structure as shown on the project plans, and District-County-Route-Post Mile on each drawing and calculation sheet. The Contractor's name, address, and telephone and fax numbers must be shown on the working drawings. Each sheet must be numbered in the lower right hand corner.

The working drawing submittal for soil nail wall and ground anchor wall earthwork must contain all information required for the construction and quality control of the earthwork, including the following:

1. A proposed schedule and detailed construction sequence. The construction sequence must include measures to ensure wall and slope stability during all stages of wall construction, including provisions for installation of verification and proof test soil nails and discontinuous rows of soil nails.
2. Methods of excavation to the staged lifts indicated and types of excavation equipment.
3. Exposed vertical soil lift height and proposed maximum duration of exposure for each wall zone, including supporting calculations, and provisions for stabilization of the exposed soil face.
4. Details for measuring the movement of the excavated face and the wall during stability testing and construction.
5. Information on space requirements for installation equipment.
6. A detailed construction dewatering plan addressing all elements necessary to divert, control, and dispose of surface water and ground water.

The working drawings must be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California.

The Contractor must allow the Engineer 4 weeks to review the working drawings after a complete submittal has been received.

Should the Engineer fail to review the complete working drawing submittal within the time specified and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the soil nail wall or ground anchor wall earthwork working drawing submittal, an extension of time commensurate with the delay in completion of the work thus caused will be granted in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

### **Stability Testing**

The Contractor must perform stability testing to verify the Contractor's proposed excavation lift height and exposure duration for soil nail wall and ground anchor wall construction. Stability testing must be performed before roadway excavation.

Perform at least 1 stability test within the limits of each wall zone.

The wall zones and soil/bedrock distribution data for the soil nail wall at Retaining Wall No. 1 are listed in the Geotechnical Report.

The stability tests must be conducted by performing staged roadway excavation to produce a neat excavated face no more than 5 feet in front of the location of the final wall face. The height of the excavated face must be as specified in the approved working drawings. The excavated face must be 20 feet long and parallel to the wall alignment. The excavated face must have a constant height within the 20-foot section. Ramps may be excavated outside the 20-foot section to provide construction access. The excavated face must be left open for the duration specified in the approved working drawings.

The excavated face must maintain its integrity without raveling, sloughing, or measurable lateral movement at the completion of the stability test. After written approval by the Engineer, the proposed excavation height may be used in that wall zone as the stand-up height of the excavated face for the duration observed in the stability test.

If at any time the exposed excavated face fails to maintain its integrity without raveling, sloughing, or measurable lateral movement for the duration of time observed in the approved stabilization test, the Contractor must immediately stabilize the excavated face and perform additional stability testing as described herein.

If the Contractor uses a maximum excavation lift height of not greater than 5 feet or an exposure duration longer than 1 work shift, no stability testing will be required.

When stability testing is not performed, shotcrete must be applied during the same work shift in which excavation has occurred. Completion of the shotcrete facing may be delayed up to 24 hours if the Contractor demonstrates that the integrity of the excavated face is maintained.

### **Construction**

No excavation or drilling for installation of production or proof soil nails will be permitted in any wall zone until stability testing and verification soil nail testing have been completed in that wall zone, and the test results have been approved by the Engineer.

No excavation or drilling for installation of ground anchors will be permitted in any wall zone until stability testing has been completed in that wall zone and the test results have been approved by the Engineer.

Excavation for soil nail or ground anchor installation must proceed from the top down in a staged lift sequence as shown on the approved wall earthwork working drawings.

The complete excavated face must be cleaned of all loose materials, mud, rebound, and other materials that could prevent or reduce shotcrete bond to the excavated face and soil nails or ground anchors.

The Contractor must remove all cobbles, boulders or portions of boulders, rubble, or debris that are encountered at the final wall alignment during wall face excavation and that protrude from the excavated face more than 2 inches into the design shotcrete thickness as shown on the plans. Such over excavation must be backfilled with shotcrete.

The Contractor must immediately notify the Engineer of the occurrence of raveling or local instability of the final wall face excavation or a horizontal movement of the wall face exceeding 0.4 percent of the total excavated wall height.

Unstable areas must be temporarily stabilized by means of buttressing the exposed excavation face with an earth berm or other methods approved in writing by the Engineer. Construction of the wall in unstable areas must be suspended until remedial measures, submitted by the Contractor and approved by the Engineer, have been taken.

The Contractor must protect installed soil nails and ground anchors during excavation and subsequent operations. Damaged soil nails and ground anchors must be replaced by the Contractor, at the Contractor's expense.

The Contractor must complete soil nail or ground anchor construction and application of shotcrete wall facing in conformance with the construction sequence in the approved wall earthwork working drawings.

Where the Contractor's excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section must extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. The Contractor must maintain temporary slopes at the ends of each wall section to ensure slope stability.

No excavation must proceed to the next underlying excavation lift until the portion of wall in the current excavation lift is structurally complete. A portion of wall must be considered structurally complete when:

1. Soil nails or ground anchors are installed and grouted.
2. Reinforced shotcrete facing is constructed.



3. Grout and shotcrete have been cured for at least 72 hours or have attained a minimum compressive strength of 2500 psi.
4. Specified tests have been completed for that portion of wall.
5. The test results have been approved in writing by the Engineer.
6. The soil nail facing anchorages have been attached or ground anchors locked off.

### **Measurement and Payment**

Excavation for soil nail wall construction will be measured and paid for as Structure Excavation (Retaining Wall No. 1).

Full compensation for stability testing and furnishing, constructing, and removing working and stabilizing berms for soil nail wall construction are considered as included in the contract price paid per cubic yard for Structure Excavation (Retaining Wall No. 1) and no additional compensation will be allowed therefor.

Full compensation for shotcrete used to fill voids created by the removal of cobbles and boulders or other obstructions are considered as included in the contract price paid per cubic yard for shotcrete and no additional compensation will be allowed therefor.

### **10-1.35 SOIL NAILS**

This work consists of drilling holes in existing foundation materials, installing and grouting steel bars in drilled holes, installing anchorage systems, and testing of installed soil nails in conformance with the details shown on the plans, the provisions of the Standard Specifications, and these special provisions.

#### **Working Drawings**

The Contractor must submit a complete working drawing submittal for soil nails to the Offices of Structure Design in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. Working drawings must be 11" x 17" in size. For initial review, 5 sets of drawings must be submitted. After review, between 6 and 12 sets, as requested by the Engineer, must be submitted to the Offices of Structure Design for final approval and use during construction.

Working drawing submittals for soil nails must show the contract number, structure number, full name of the structure as shown on the project plans, and District-County-Route-Post mile on each drawing and calculation sheet. The Contractor's name, address, and telephone and fax numbers must also be shown on the working drawings. Each working drawing sheet must be numbered in the lower right hand corner of the sheet.

The working drawing submittal for soil nails must contain all information required for the construction and quality control of the soil nail wall, including the following:

1. The proposed schedule and detailed construction sequence of the installation and grouting of soil nails, application of shotcrete, and construction of cast-in-place reinforced concrete.
2. Complete details and specifications for the anchorage system, soil nails, and test soil nails, including encapsulation materials and grouting methods.
3. Drilling methods and equipment, including proposed drilled hole diameter with assumed bond strength, supporting calculations, and equipment space requirements.
4. Repair procedure for damaged sheathing.
5. Grout mix designs and testing procedures.
6. Grout placement procedures and equipment, including minimum required cure time.
7. Proposed soil nail testing equipment, including jacking frame and appurtenant bracing, and the method and equipment for determining soil nail displacement during testing.
8. Details for providing bonded and unbonded lengths, including type of packers or other appropriate devices.
9. Details for isolation of installed proof soil nails during shotcrete installation.
10. Procedure for extraction of grouted soil nails.

The working drawings must be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California.

The Contractor must allow the Engineer 4 weeks to review the working drawings after a complete submittal has been received.

### **Materials**

The materials specified below must be used for construction of soil nails and test soil nails.

Bar reinforcement for soil nails must conform to the provisions for bar reinforcement in Section 52, "Reinforcement," of the Standard Specifications. When Grade 60 soil nails are shown on the plans, the bar reinforcement must also conform to the requirements in ASTM Designation: A 615/A 615M or A 706/A 706M. When Grade 75 soil nails are shown on the plans, the bar reinforcement must also conform to the requirements in ASTM Designation: A 615/A 615M. The soil nail must be a reinforcing bar encapsulated full length in a grouted corrugated plastic sheathing. The bar must be centered in the sheathing and the space between the sheathing and the bar must be filled with grout.

Soil nails must be lengthened or additional soil nails must be installed if ordered by the Engineer. The lengthening or addition of soil nails, if ordered by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Bar reinforcement for production soil nails must have a minimum length of 6 inches of thread on the anchorage end. Threading may be continuous spiral deformed ribbing provided by the bar deformations or may be cut into a reinforcing bar. If threads are cut into a reinforcing bar, the bar size must be the next larger bar designation number from that shown on the plans and coarse threads must be used. The epoxy coating at the anchorage end of epoxy-coated bars may be omitted for a maximum length of 6 inches. Metal surfaces of assembled splices of epoxy-coated bars must be epoxy coated.

Corrugated plastic sheathing must be either polyvinyl chloride (PVC) or high-density polyethylene (HDPE). The width of corrugations, the distance between corrugations, and the height of corrugations of corrugated plastic sheathing must be approximately the same. The minimum sheathing wall thickness must be 25 mils.

PVC sheathing must conform to the requirements in ASTM Designation: D 1784, Class 13464-B.

HDPE must have a density between 0.940 and 0.960 grams per cubic centimeter when measured in conformance with the requirements in ASTM Designation: D 792.

The sheathing must have sufficient strength to prevent damage during construction operations and must be watertight, chemically stable without embrittlement or softening, and nonreactive with concrete and steel.

Splicing of soil nails must be made only at the locations shown in the approved working drawings or at ends of soil nails that the Engineer has ordered to be lengthened.

Bar reinforcement for verification and proof test soil nails must conform to the provisions for bar reinforcement in Section 52, "Reinforcement," of the Standard Specifications and must be of a size and grade determined by the Contractor. Test soil nail bars must be not smaller than the production soil nails they represent.

Verification and proof test soil nails must be lengthened if ordered by the Engineer. The lengthening of test soil nails, if ordered by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Bar reinforcement for verification and proof test soil nails need not be epoxy coated or encapsulated in grouted plastic sheathing. Splicing of test soil nails must be made only at locations outside of the bonded length.

Anchorage for soil nails must conform to the details shown on the plans and the provisions in Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications, except that nuts, washers, wedges, and bearing plates to be fully encased in concrete, grout, or shotcrete need not be galvanized. Concrete anchors on bearing plates must conform to the provisions for stud connectors in Section 55-2, "Materials," of the Standard Specifications.

Grout must conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications. California Test 541 will not be required nor will the grout be required to pass through a screen with a 0.07-inch maximum

clear opening prior to being introduced into the grout pump. Fine aggregate may be added to the grout mixture of cement and water in drilled holes 6 inches or greater in diameter, but only to the extent that the cement content of the grout is not less than 845 pounds per cubic yard of grout. Fine aggregate, if used, must conform to the provisions in Section 90-2, "Materials," and Section 90-3, "Aggregate Gradings," of the Standard Specifications. Grout with fine aggregate must have a nominal penetration equal to or greater than 90 mm when measured in conformance with California Test 533 and must have an air content of equal to or less than 2 percent when measured in conformance with California Test 504. Air-entraining admixtures must not be used for grout with fine aggregate.

The consistency of grout with fine aggregate must be verified prior to use by producing a batch to be tested. The test batch must be produced and delivered to the project under conditions and in time periods similar to those expected during the placement of grout in the soil nails. Grout for the test batch must be placed in an excavated hole or suitable container of adequate size to allow testing in conformance with California Test 533. The test batch must demonstrate that the proposed grout mix achieves the specified nominal penetration. Upon completion of the testing, the grout must be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

### **Construction**

No excavation or drilling for the installation of production or proof soil nails will be permitted in any wall zone until stability testing and verification soil nail testing have been completed in that wall zone and the test results have been approved by the Engineer.

Difficult soil nail construction is anticipated due to the presence of highly fractured bedrock formation within existing soil strata and the associated surface raveling potentials during excavation cut and grout loss potentials during grout placement, and traffic control.

Water and grout from soil nail construction operations must not fall on public traffic, flow across shoulders or lanes occupied by public traffic, or flow into landscaping, gutters, or other drainage facilities.

The Engineer must be present during drilling, installation, grouting, and testing for verification soil nails.

The Contractor must determine the required drilled hole diameter and installation method to achieve the soil nail pullout resistance values specified on the plans.

The holes must be drilled by either the rotary or rotary percussion drilling method.

Drilling equipment must be designed to drill straight and clean holes. The drilling method and the size and capability of the drilling equipment must be as approved in the working drawings. Drill cuttings must be disposed of as provided in Section 19-2.06, "Surplus Material," of the Standard Specifications.

At locations where caving conditions are anticipated, sufficient casing and auger lengths must be available on site to maintain uninterrupted installation of soil nails.

At locations where hard drilling conditions such as rock, cobbles, boulders, or obstructions are anticipated, a down hole pneumatic hammer drill rig and drill bit must be available on site to drill holes for soil nails.

Drilled holes for walls must not extend beyond the right-of-way or easement limits as shown on the plans or as specified in these special provisions.

Holes must be drilled in the existing foundation materials. Holes for verification and proof soil nails must be of the same diameter as those for the production soil nails they represent.

Holes must be cleaned to remove material resulting from drilling operations. Water for cleaning holes must not be used unless approved in writing by the Engineer. Soil nails must not be inserted in the drilled holes until the holes have been inspected by the Engineer.

Soil nails must be installed in drilled holes in an expeditious manner so that caving or deterioration of the drilled holes does not occur.

Centralizers must be used during installation to support the soil nail in the center of the drilled hole. Centralizers must be spaced at a maximum of 7.5 feet on center along the length of the bar, and 18 inches from the end of the bar. Plastic centralizers may be used.

Prior to inserting each soil nail into the drilled hole, the nail must be clean and free of oil, grease, dirt, or other extraneous substances, and any damage to the sheathing must be repaired or replaced.

Where the soil nail cannot be completely inserted, the Contractor must remove the bar and clean or redrill the hole to permit unobstructed installation. Partially installed bars must not be driven or forced into the drilled hole and will be rejected. When open-hole drilling methods are being used, the Contractor must have hole cleaning tools on site suitable for cleaning drilled holes along their full length just prior to bar insertion and grouting.

The Contractor may install verification soil nails through the existing slope face, drill platform work bench, stabilization berm, stability test exposed face, or into slot cuts made for the lift in which the verification soil nails are located. Slot cuts must only be large enough to accommodate the drill and test setup equipment. The verification test nails must be installed within the limits of each wall test zone or within the limits of the 20-foot excavated stability test face, and must be at least 10 feet apart.

The length of drilled hole must be verified and recorded by the Contractor before grouting.

The Contractor must grout the drilled hole after installation of the soil nail. Grout must be injected at the low end of the drilled hole and must fill the drilled hole with a dense grout free of voids or inclusion of foreign material. The Contractor must completely grout the drilled hole in one continuous operation. Cold joints must not be used in grout placement.

Only the bonded length of test soil nails must be grouted.

Soil nails must be installed and grouted in the same work shift as the drilling operation.

Any remaining void at the exterior end of the drilled hole for a production soil nail must be filled with shotcrete, and the soil nail secured at the face of the shotcrete. The steel bearing plate must be seated with full bearing on the shotcrete surface, and the nut for the soil nail must be hand tightened before the initial set of the shotcrete. The nut must be made wrench tight after the shotcrete has set for 24 hours unless a shorter time is approved by the Engineer.

After placing grout, soil nails must remain undisturbed for the cure time stated in the approved soil nail working drawings.

The Contractor must construct verification and proof test soil nails using the same equipment, methods, nail inclination, and drill hole diameter as to be used for production soil nails.

### **Testing**

The Contractor must perform load testing of verification and proof soil nails to verify the Contractor's soil nail installation methods and pullout resistance. Load testing must consist of incrementally loading the soil nail until either the maximum test load has been held for the specified duration or a pullout failure has occurred. Production soil nails must be represented by proof soil nails within a given wall zone.

Test loads must be applied using a hydraulic jack supported by a reaction frame capable of supporting the test equipment without excessive deformation. Test loads must be maintained within 5 percent of the intended load throughout hold periods. The magnitude of applied test loads must be determined by using either a calibrated pressure gage or a load cell. Movements of the soil nail head must be measured using a gage capable of measuring to 0.001 inch and recorded to the nearest 0.001 inch at each increment of load, including the ending alignment load, during the load tests. The gage must have sufficient capacity to allow the test to be completed without resetting the gage during testing. Unloading or repositioning of test equipment during testing will not be allowed. The jacking equipment, including the movement measuring system, must be stable during all phases of the soil nail loading operations.

The pressure gage must be graduated in 100 psi increments or less, and must have an accurately reading, clearly visible dial or display. Each jack and its gage must be calibrated as a unit with the cylinder extension in the approximate position that it will have at final jacking force, and must be accompanied by a certified calibration chart. Each jack and pressure gage assembly must be calibrated in conformance with the provisions for jacks used to stress tendons permanently anchored at greater than 25 percent of ultimate tensile strength in Section 50-1.08, "Prestressing," of the Standard Specifications. The load cell must be calibrated and must be provided with an indicator capable of measuring the maximum test load in the soil nail. The range of the load cell must be such that the lower 10 percent of the manufacturer's rated capacity will not be used in determining the jacking force.

The test load may be verified by State forces with State-furnished equipment operated in conformance with the requirements of California Test 677. The Contractor must provide sufficient labor, equipment, and material to install and support such testing equipment at the soil nails and to remove the testing equipment after the testing is complete, as ordered by the Engineer.

The Contractor must furnish to the Engineer complete results for each soil nail tested. Data for each test must list key personnel, test loading equipment, soil nail location, hole diameter and depth, bonded length, type of soil, method of drilling, quantity of grout and grout pressure used within the bonded length, and amount of ground water encountered within the bonded length. Test data must also include the dates and times of drilling, soil nail installation, grouting, and testing. The test load and amount of displacement must be included in the test data when any displacement of the soil nail relative to a fixed reference point occurs.

The test load T must be determined by the following equation:

$$T = L_B \times Q_d$$

Where:

$L_B$  = soil nail bonded length (ft), not less than 10 feet

$Q_d$  = design pullout resistance (pounds/linear foot), as shown on the plans.

The Contractor must perform load testing on verification soil nails in the presence of the Engineer. Two verification soil nails must be installed and tested for each soil nail wall zone listed. Installation and testing of verification soil nails may be performed during stability testing.

The verification test procedure must conform to the following:

1. The test must be conducted by measuring and recording the test load applied to the verification soil nail and the movement of the soil nail head at each load listed in the following loading schedule.

VERIFICATION TEST	
TEST LOAD	HOLD TIME
AL (0.10T)	Until Stable
0.20T	1-2 minutes
0.40T	1-2 minutes
0.60T	1-2 minutes
0.80T	1-2 minutes
1.00T (Creep Test)	60 minutes
1.25T	1-2 minutes
1.50T (Maximum Test Load)	10 minutes
AL	Until Stable
T = Test load as determined by Contractor. AL = Alignment load = 0.10T	

2. Each increment of load must be applied in less than one minute and held for at least one minute but not more than 2 minutes, except that the creep test load must be held for 60 minutes. During the creep test, the movement of the

soil nail head must be measured and recorded at 1, 2, 3, 4, 5, 6, 10, 20, 30, 40, 50, and 60 minutes. The observation period for the 60-minute load hold must start when the pump begins to apply the increment of load from 0.80T to 1.00T. A creep curve showing the movement between 6 minutes and 60 minutes must be plotted as a function of the logarithm of time.

3. If the movement measured between 6 minutes and 60 minutes at 1.00T is less than 0.08 inch, the load must continue to be increased incrementally to 1.50T, held for 10 minutes, then reduced to the ending alignment load. Start the observation period for the load hold when the pump starts to apply the load increment from 1.25T to 1.50T. Measure and record the nail head movement at 1, 2, 3, 4, 5, 6, and 10 minutes.

4. If the movement measured between 6 minutes and 60 minutes is 0.08 inch or greater, the load must be reduced to the ending alignment load.

The Contractor must perform load testing on proof soil nails at locations shown on the plans in the presence of the Engineer. In addition to proof soil nails designated on the plans, the Engineer will instruct the Contractor to install and test 2% additional proof soil nails at locations to be determined by the Engineer.

Proof soil nail testing must be performed against a temporary bearing yoke that bears directly on the shotcrete facing. Test loads transmitted through the temporary bearing yoke must not fracture the shotcrete or cause displacement or sloughing of the soil surrounding the drilled hole.

The proof test procedure must conform to the following:

1. The proof test must be conducted by measuring and recording the test load applied to the soil nail and the movement of the soil nail head at each load listed in the following loading schedule.

PROOF TEST	
TEST LOAD	HOLD TIME
AL (0.10T)	Until Stable
0.20T	1-2 minutes
0.40T	1-2 minutes
0.60T	1-2 minutes
0.80T	1-2 minutes
1.00T (Creep Test) (Maximum Test Load)	10 or 60 minutes
1.25T*	1-2 minutes
1.50T*	1-2 minutes
AL	Until Stable
T = Test load as determined by Contractor. AL = Alignment load = 0.10T * Loads for supplemental load testing only	

2. Each increment of load must be applied in less than one minute and held for at least one minute but not more than 2 minutes, except that the creep test load must be held for 10 minutes. During the creep test, the movement of the soil nail head must be measured and recorded at 1, 2, 3, 4, 5, 6, and 10 minutes. The observation period for the 10-minute load hold must start when the pump begins to apply the increment of load from 0.80T to 1.00T.

3. If the load of 1.00T cannot be maintained with 0.08 inch or less of measured movement between one minute and 10 minutes, the 1.00T load must be maintained for an additional 50 minutes. Soil nail head movement must be measured at 20, 30, 40, 50, and 60 minutes. A creep curve showing the movement between 6 minutes and 60 minutes must be plotted as a function of the logarithm of time.

4. The load must be reduced to the ending alignment load after creep testing is completed.

Soil nails must be unloaded only after completion of testing.

A soil nail will be considered acceptable when:

1. For verification tests, a total creep movement of less than 0.08 inch is measured between 6 minutes and 60 minutes of creep testing and the creep rate is linear or decreasing in time logarithmic scale between the 6-minute and 60-minute readings.

2. For proof tests, (1) a total creep movement of 0.08 inch or less is measured between one minute and 10 minutes of creep testing or (2) a creep movement of less than 0.08 inch is measured between 6 minutes and 60 minutes and the creep rate is linear or decreasing in time logarithmic scale between the 6-minute and 60-minute readings.
3. The total measured movement at the maximum test load minus the measured residual movement at the ending alignment load exceeds 80 percent of the theoretical elastic elongation of the soil nail unbonded length.
4. A pullout failure of the soil nail does not occur. A pullout failure has occurred when attempts to increase the test load result in movement of the soil nail relative to a fixed reference point without an increase in load. The pullout failure load must be recorded as part of the test data.

The Engineer will select up to one-half of proof test nails for supplemental load testing. Only those proof nails exhibiting a creep movement of less than 0.08 inch measured between one and 10 minutes will be considered for supplemental testing. Supplemental testing must be performed immediately following creep testing. Soil nails selected for supplemental testing must be tested to the loads and for the durations specified in these special provisions. The test load and movement of the soil nail head must be recorded, and the results included in the soil nail test data.

Verification soil nails that fail to meet acceptance criteria will be rejected. The Contractor must submit revised working drawings for additional verification soil nails.

The Engineer will determine the cause of failure for each rejected verification test nail. Installation methods, if determined to be the cause of failure, will be rejected and the Contractor must include proposed alternative installation methods in the revised working drawings. The Contractor, at the Contractor's expense, must install and test additional verification soil nails at the direction of the Engineer until acceptance criteria are met. If the Engineer revises soil nail lengths or design pullout resistance values, the additional verification test nails will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Contractor must log horizontal borings for additional verification soil nails and submit a test boring report to the Engineer. The soil and rock classification must conform to the "Soil and Rock Logging, Classification, and Presentation Manual." The test boring report must be signed by a geologist or engineer who is registered as a Geologist or Civil Engineer in the State of California. The logging manual can be obtained by contacting the Transportation Laboratory and is available at:

<http://www.dot.ca.gov/hq/esc/geotech/request.htm>

The test boring report must include the following:

1. Summary of drilling methods, drilling equipment, drill platforms, and any drilling difficulties encountered.
2. Location map of the surveyed position of the new test borings relative to existing and proposed facilities (in California Coordinate System and bridge stationing).
3. Bore hole survey notes.
4. Depth increments of borings.
5. Soil and rock classifications and descriptions.
6. Photographs of cuttings.
7. Copies of original daily drilling notes, including dates and weather conditions.

Logging of horizontal test borings and submittal of the test boring report will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Production soil nails represented by proof soil nails that fail to meet acceptance criteria, except those represented by proof soil nails selected for supplemental load testing, will be rejected. The Contractor must propose alternative installation methods, revise production soil nails, or modify the soil nail plan to the satisfaction of the Engineer. The Contractor must submit revised working drawings for replacement soil nails. Additional proof test soil nails, production soil nails, installation, and testing, including revised working drawings, are at the Contractor's expense.

Verification and proof soil nails must be removed to 6 inches behind the front face of the shotcrete after testing has been completed, and the void filled with grout.

Verification and proof soil nails must be extracted when requested by the Engineer, and the void filled with grout.

### **Measurement and Payment**

Soil nail will be measured and paid for by the linear foot. The length to be paid for will be the length of soil nail or test soil nail measured along the bar centerline from the back face of shotcrete to the tip end shown on the plans or ordered in writing by the Engineer.

The contract price paid per linear foot for soil nail includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the soil nails, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Verification and proof test soil nails will be paid for as soil nail.

Full compensation for load testing and extracting verification and proof test soil nails is included in the contract price paid per linear foot for soil nail, and no separate payment will be made therefor.

Full compensation for furnishing, installing, and removing casing is included in the contract price paid per linear foot for soil nail, and no additional compensation will be allowed therefor.

The quantities of trial batch grout will not be included in any contract item of work, and full compensation for furnishing, producing, and disposing of trial batches is included in the contract price paid per linear foot for soil nail, and no additional compensation will be allowed therefor.

Payment for proof soil nails that fail supplemental testing will be reduced by \$1.00 per linear foot of proof soil nail.

### **10-1.36 ROCK EXCAVATION**

Your attention is directed to the Final Foundation Report dated June 3, 2010 and provided as supplemental information to the contract documents. The report's results are based on a limited study area and may not be representative of the conditions the Contractor may encounter outside of the specific area of study. You are advised that in areas throughout the project site, hard, non-rippable rock exists that will require alternative excavation techniques, including but not limited to the use of hydraulic rock breaking equipment, coring (for drilling operations), and/or chemical splitting agents. Payment for excavating any hard rock as described herein during the course of performing work under any contract item shall be considered paid for by the contract item that necessitates the excavation, and no additional compensation shall be provided therefor.

### **10-1.37 DEVELOP WATER SUPPLY**

Developing a water supply and applying watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these special provisions.

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

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

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



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

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

The Contractor is advised to contact El Dorado Irrigation District (EID) as to the availability of water sources for the Project work and mitigation. Temporary local water conservation measures may affect the supply of water during this project and it is the Contractor's responsibility to plan for such impacts and meet the requirements of the Contract Documents.

El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, CA 95667  
Phone: (530) 642-4030

The lump sum contract price paid for develop water supply shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing a sufficient water supply, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

#### **10-1.38 ROLLED EROSION CONTROL PRODUCT (BLANKET)**

##### **GENERAL**

###### **Summary**

This work includes installing rolled erosion control product (blanket).

###### **Definitions**

**Rolled erosion control product (RECP):** A long-term degradable material manufactured or fabricated into rolls designed to reduce soil erosion and assist in the growth, establishment, and protection of vegetation.

**Erosion control blanket (ECB):** A long-term degradable RECP composed of processed natural fibers mechanically, structurally, or chemically bound together to form a continuous matrix to provide erosion control and vegetation establishment.

###### **Submittals**

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

1. Blanket
2. Fastener

##### **MATERIALS**

###### **Blanket**

Blanket must comply with the following:

1. Blanket must be a ECB RECP.
2. Blanket Type: A or C.
3. Machine-made mat.
4. Minimum width: 72 inches.
5. Physical properties in Table A:

**Table A**

Type	Number Of Nets	Net Type	Matrix	Maximum "C" Factor <sup>1</sup>	Minimum Sheer Stress <sup>2</sup>	Functional Longevity (months)	Minimum Tensile Strength <sup>3</sup>
A	Double Net	Organic	70/20% (Straw/Fiber)	0.25	2.0	24	100
B	Double Net	Organic	100% Woven Coir (Coconut Fiber)	0.25	2.25	36	125
C	Double Net	Organic	Wood Excelsior <sup>4</sup>	0.25	2.0	36	100

Notes:

<sup>1</sup>Universal Soil Loss Equation (USLE) C-Factor for a 1.5:1 (H:V) unvegetated slope.<sup>2</sup>lb/ft<sup>2</sup> under ASTM D 6460.<sup>3</sup>lb/ft under ASTM D 5035.<sup>4</sup>80 percent of the fiber 6 inches or longer.**Fasteners**

Fasteners must be 11 gauge, 6-inch U-shaped staples with 6-inch legs, and 1-inch crown.

**MEASUREMENT AND PAYMENT**

The quantity of rolled erosion control product (blanket) will be determined by the square foot from actual slope measurement of the area covered by the rolled erosion control product (blanket) excluding overlaps.

The contract price paid per square yard for rolled erosion control product (blanket) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in rolled erosion control product (blanket), complete in place, including fasteners, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10-1.39 EROSION CONTROL (HYDROSEED)****GENERAL****Summary**

This work includes removing and disposing of weeds and applying erosion control materials including seed, fiber, commercial fertilizer, organic fertilizer, straw, and tackifier to erosion control (hydroseed) areas shown on the plans.

Comply with Section 20-3, "Erosion Control," of the Standard Specifications.

If notified by the Engineer that an area is ready to receive erosion control materials, start erosion control (hydroseed) work within 5 business days of the Engineer's notification to perform the work.

The Engineer will designate the ground location of all erosion control (hydroseed) areas in increments of one acre or smaller by directing the placing of stakes or other suitable markers. Furnish all tools, labor, materials, and transportation required to adequately mark the various erosion control (hydroseed) locations.

**MATERIALS****Seed**

Seed not required to be labeled under the California Food and Agricultural Code must be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists. Measure and mix individual seed species in the presence of the Engineer.

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

Deliver seed to the job site in unopened separate containers with the seed tag attached. Containers without a seed tag attached are not accepted. The Engineer takes a sample of approximately one ounce or 0.25 cup of seed for each seed lot greater than 2 pounds.

Seed must comply with the following:

<b>Seed</b>		
Botanical Name (Common Name)	Percent Germination (Minimum)	Pounds Pure Live Seed Per Acre (Slope Measurement)
Bromus carinatus <sup>1</sup> (California Brome)	80	18
Hordeum b. californicum <sup>1</sup> (California Barley)	80	9
Nassella pulchra <sup>1</sup> (Purple Needlegrass)	70	9
Vulpia microsachys <sup>1</sup> (Small Fescue)	80	9
	Total	45

Applicable when numbers below are shown after a Botanical Name/(Common Name) above:

<sup>1</sup>Seed produced in California only.

### Seed Sampling Supplies

At the time of seed sampling, provide the Engineer a glassine lined bag and custody seal tag for each seed lot sample.

### Organic Fertilizer

Organic fertilizer must be a pelleted or granular form and must be one of the following:

<b>Organic Fertilizer</b>		
Products	Guaranteed Chemical Analysis (N-P-K) (%)	Company
Biosol Mix® - Granular	7-2-3	Rocky Mountains Bioproducts Edwards, CO
Fertil-Fibers™	6-4-1	Quattro Environmental Coronado, CA
Sustane®	5-2-4	Natural Fertilizer of America Cannon Falls, MN
Approved Equal <sup>1</sup>	(N) 5 to 7 (P) 1 to 5 (K) 2 to 10	

<sup>1</sup>Approved equal must be within the ranges shown for N-P-K. The cumulative (N) release rate must be no more than 70 percent the first 70 days after incubation (86° F) with 100 percent at 350 days or more.

### Straw

Straw must be Rice.

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

### Tackifier

Tackifier must be Guar (plant based).

Tackifier must comply with the following:

1. Nonflammable
2. Nontoxic to aquatic organisms
3. Free from growth or germination inhibiting factors

4. Either a plant-based product or a polymeric-emulsion blend

Tackifier classified as a plant-based product must be:

1. Natural high molecular weight polysaccharide
2. High viscosity hydrocolloid that is miscible in water
3. Functional for at least 180 days
4. Labeled as either guar, psyllium, or starch

Guar must be:

1. Gum-based product derived from the ground endosperm of the guar plant, 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

#### **Fiber**

Fiber must be one of the following:

1. Wood
2. A combination of 50% wood and 50% cellulose

Fiber must be:

1. Free from lead paint, printing ink, varnish, petroleum products, seed germination inhibitors, or chlorine bleach
2. Free from synthetic or plastic materials
3. At most 7 percent ash

Wood fiber must be:

1. Long strand, whole wood fibers, thermo-mechanically processed from clean, whole wood chips
2. Not made from sawdust, cardboard, paper, or paper byproducts
3. At least 25 percent of fibers 3/8 inch long
4. At least 40 percent held on a No. 25 sieve

Cellulose fiber must be made from natural or recycled pulp fiber, such as wood chips, sawdust, newsprint, chipboard, corrugated cardboard, or a combination of these materials.

#### **Coloring Agent**

Use a biodegradable, nontoxic coloring agent free from copper, mercury, and arsenic.

### **CONSTRUCTION**

#### **Site Preparation**

Immediately before applying seed to erosion control (Hydroseed) areas, remove trash and debris and weeds.

Removed weeds must be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

#### **Application**

Apply erosion control (hydroseed) materials in separate applications in the following sequence:

1. Apply the following mixture with hydroseeding equipment at the rates indicated within 60 minutes after the seed has been added to the mixture:

Material	Pounds Per Acre (Slope Measurement)
Seed	45
Fiber	600
Organic Fertilizer	500

2. 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.
3. Apply the following mixture with hydroseeding equipment at the corresponding rates:

Material	Pounds Per Acre (Slope Measurement)
Fiber	600
Organic Fertilizer	500
Tackifier	60

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

Seed may be dry applied at the total rate specified in the preceding table for small areas not accessible by the hydroseeding equipment if approved by the Engineer. Dry-applied seed must be incorporated into the soil a maximum depth of 1/4 inch by raking or dragging.

Hydraulic application of erosion control (hydroseed) materials for rolled erosion control product (netting) areas must be applied by hose, from the ground. Erosion control (hydroseed) materials must be applied onto the slope face such that the materials are well integrated into the rolled erosion control product (netting) and in contact with ground surface. Application must be perpendicular to the slope face such that rolled erosion control product (netting) materials are not damaged or displaced. Once straw work is started in an area, complete tackifier applications in that area within the same work shift.

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

For any area where erosion control (hydroseed) materials are to be applied, the application of all erosion control (hydroseed) materials to be applied to that area must be completed within 72 hours from when the first materials were applied.

#### **MEASUREMENT AND PAYMENT**

Erosion control (hydroseed) will be measured by the square foot or by the acre, whichever is designated in the Engineer's Estimate. The area will be calculated on the basis of actual or computed slope measurements.

The contract price paid per square yard for erosion control (hydroseed) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in erosion control (hydroseed) complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.40 PLANT ESTABLISHMENT WORK**

Plant Establishment Work shall conform to the provisions in Section 20-4.08, "Plant Establishment Work," of the Standard Specifications and these special provisions. Plant Establishment Work includes planting of seventy-five (75) willow and/or alder cuttings in the riparian area adjacent within the rock slope protection as shown on Sheet G-1 of the plans.

Plant Establishment Work shall be completed in the fall or early winter, once soil has been moistened by rainfall. All planting shall be completed no later than the end of January. If the Contractor fails to complete all plantings by the end of January following the completion of all bridge work, the Engineer shall notify the Contractor in writing of this deficiency. If within three (3) days of the date of the deficiency letter, the Contractor fails to respond in writing describing the measures to be taken to correct the deficiency, and fails to correct the deficiency, the Engineer will take action to correct

the deficiency through the Surety for the performance bond. The Surety shall complete the work including meeting the success criteria specified herein.

**RIPARIAN VEGETATION REPLACEMENT**

Riparian vegetation replacement areas, as defined in these special provisions, shall be replanted with willow and/or alder cuttings. A total of seventy-five (75) willow and/or alder cuttings shall be planted in areas covered with rock slope protection as shown in the plans. The exact locations of the cuttings shall be determined by the Engineer.

Cuttings shall not be planted before the completion of the rock slope protection work and not until the soil is moist to a minimum depth of 8 inches, unless otherwise permitted, in writing, by the Engineer.

The Contractor shall notify the Engineer, in writing, at least 10 working days prior to gathering cuttings. If cuttings are not available within the project site, they shall be purchased from a local nursery.

Cuttings shall be taken at random from healthy, vigorous plants. No more than 50 percent of the plants in a designated area shall be cut. No more than 25 percent of each individual plant shall be cut. Cuts shall be made with sharp, clean tools.

Cuttings shall be reasonably straight, 20 inches to 24 inches in length, and 3/4 inch to 1-1/2 inch in diameter at the base of the cutting. The top of each cutting shall be cut square above a leaf bud, and the base of each cutting shall be cut below a leaf bud at an angle of approximately 45 degrees. Cuttings shall have leaves and branches trimmed off flush with the stem. Pruned branches and trimmings shall be spread in the designated cutting areas so that no areas are left unsightly.

Cuttings shall be planted within 48 hours after cutting and shall be kept wet until planted. Cuttings not planted within 48 hours after cutting, or allowed to dry out, shall not be used. Cuttings not used shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

A root stimulant shall be applied to the cuttings immediately prior to planting. The stimulant shall be applied in conformance with the printed instructions of the root stimulant manufacturer. A copy of the instructions shall be furnished to the Engineer prior to applying the stimulant.

The upper 6 inches of rock slope protection in the area of the cuttings to be planted shall be covered with topsoil. Topsoil shall be worked and compacted into the spaces between rock. Planting holes shall be made perpendicular to the top surface ground line and shall be formed with a steel bar or similar tool. Where rock or other hard material prohibits holes from being formed as specified, new holes shall be excavated and the abandoned holes backfilled. An opening in the RSP fabric shall be cut for the plant tube. Plant tubes shall be inserted into the plantings holes.

If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the cuttings are planted.

Commercial fertilizer (packet) shall be slow or controlled release and shall be in a biodegradable packet form. The packet shall gradually release nutrients over a 12-month period. Each packet shall have a weight of 10 g ± 1 g and shall have the following guaranteed chemical analysis:

Ingredient	Percentage
Nitrogen	20
Phosphoric Acid	10
Water Soluble Potash	5

One commercial fertilizer packet shall be placed in the backfill of each plant to within 6 inches to 8 inches of the soil surface and approximately one inch from the cutting.

The base of cuttings shall be planted from 10 inches to 12 inches deep (approximately one-half the cutting's length) and shall have from 3 bud to 5 bud scars exposed above the plant hole. Cuttings with more than 5 bud scars exposed shall have excess scars removed by pruning. After planting, the plant holes shall be backfilled with top soil. The top soil shall

be distributed evenly within the hole without clods, lumps, or air pockets and compacted without damage to the cutting's bark. Compaction shall be adequate to prevent the cutting from being easily removed from the soil.

Cuttings shall be watered and maintained in a healthy condition from the time the cuttings are planted until acceptance of the contract. Cuttings that die shall be replaced at the Contractor's expense. The method of planting replacement cuttings shall be as specified in this section for cuttings.

#### **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for plant establishment work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Riparian Vegetation Replacement, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.41 HOT MIX ASPHALT**

##### **GENERAL**

###### **Summary**

This work includes producing and placing hot mix asphalt (HMA) Type A using the Standard process.

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 must comply with the ¾-inch grading.

##### **CONSTRUCTION**

###### **Vertical Joints**

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic.

###### **Conform Tapers**

Place additional HMA along the pavement's edge to conform to road connections and private drives. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

#### **10-1.42 RUBBERIZED HOT MIX ASPHALT (OPEN GRADED)**

##### **GENERAL**

###### **Summary**

This work includes producing and placing rubberized hot mix asphalt (open graded) (RHMA-O) using the Standard process.

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

##### **MATERIALS**

Asphalt binder mixed with asphalt modifier and crumb rubber modifier (CRM) for asphalt rubber binder must be PG 64-16.

The aggregate for RHMA-O must comply with the ½-inch grading.

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

$$OBC_2 = (OBC_1) \times 1.40$$

where:

- $OBC_1$  = Optimum bitumen content using the specified PG asphalt binder under California Test 368.  
 $OBC_2$  = Optimum bitumen content using asphalt rubber binder.

## CONSTRUCTION

### Vertical Joints

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

### Conform Tapers

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

## 10-1.43 AGGREGATE BASE

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate base must be Class 2.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

## 10-1.44 DRILLED HOLES

Holes for pressure grout dowels shall be drilled into natural foundation materials at the location shown on the plans and shall conform to Section 49, "Piling," of the Standard Specifications and these special provisions.

Drilled holes shall be accurately located and shall be straight and true. When the dowels are plumbed and aligned, the dowel shall be at least one inch clear of the sides of the hole for the full length of the hole to be filled with pressurized grout, as shown on the plans and in conformance with these special provisions. Holes that do not provide the clearance around steel piles shall be reamed or enlarged at the Contractor's expense.

Difficult drilling is anticipated due to the presence of strong bedrock formation within existing soil strata sound control.

Attention is directed to rock subsurface foundation material at the bridge site. Conventional drilling equipment for drilling in soils may not be suitable for drilling holes for the pressure grout dowels.

Loose materials existing at the bottom of the hole after drilling operations have been completed shall be removed before placing the pile.

Materials resulting from drilling holes shall be disposed of in conformance with the provisions in Section 19-2.06, "Surplus Material," of the Standard Specifications.

Surface water shall not be permitted to enter the hole and all water in the hole shall be removed before placing concrete therein.

The contract price paid per linear foot for 3" drilled hole of the diameter shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in drilling holes for pressure grout dowels, and pressure grouting the holes including disposing of the material resulting from drilled holes, dewatering, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.



#### **10-1.45 PRESTRESSING CONCRETE**

Prestressing concrete shall conform to the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications and these special provisions.

The number of working drawings to be submitted for initial review shall be 6 sets.

The details shown on the plans for cast-in-place prestressed box girder bridges are based on a bonded full length draped tendon prestressing system. For these bridges the Contractor may, in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications, propose an alternative prestressing system utilizing bonded partial length tendons provided the proposed system and associated details meet the following requirements:

- A. The proposed system and details shall provide moment and shear resistances at least equal to those used for the design of the structure shown on the plans.
- B. The concrete strength shall not be less than that shown on the plans.
- C. Not less than 35 percent of the total prestressing force at any section shall be provided by full length draped tendons.
- D. Anchorage blocks for partial length tendons shall be located so that the blocks will not interfere with the placement of the utility facilities shown on the plans or of any future utilities to be placed through openings shown on the plans.
- E. Temporary prestressing tendons, if used, shall be detensioned, and the temporary ducts shall be filled with grout before completion of the work. Temporary tendons shall be either removed or fully encased in grout before completion of the work.
- F. All details of the proposed system, including supporting checked calculations, shall be included in the drawings submitted in conformance with the provisions in Section 50-1.02, "Drawings," of the Standard Specifications.

Moments and shears for loads used in the design shown on the plans will be made available to the Contractor upon written request to the Engineer.

#### **10-1.46 CONCRETE STRUCTURES**

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Attention is directed to "Precast Drainage Inlet" of these special provisions. Portland cement concrete drainage inlets will be measured and paid for by the unit of drainage inlet.

The contract unit price paid for drainage inlet includes full compensation for furnishing all labor, materials (including drainage inlet frames and grates and other miscellaneous metal), tools, equipment, and incidentals, and for doing all the work involved in forming and placing materials for inlet depressions, complete in place, including soil compaction or disposal of forming materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **GENERAL**

Shotcrete shall not be used as an alternative construction method for reinforced concrete members unless otherwise specified.

When a roughened concrete surface is shown on the plans, the existing concrete surface shall be roughened to a full amplitude of approximately 1/4 inch by abrasive blasting, water blasting, or mechanical equipment.

Neoprene strip shall be furnished and installed at abutment backwall joint protection at Abutments 1 and 2 in conformance with the details shown on the plans, the provisions in the Standard Specifications, and these special provisions.

Furnishing and installing neoprene strip shall conform to the requirements for strip waterstops as provided in Section 51-1.145, "Strip Waterstops," of the Standard Specifications, except that the protective board will not be required.

Materials for access opening covers in soffits of new cast-in-place concrete box girder bridges shall conform to the provisions for materials in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications.

Plastic pipe located at vertical drains used behind retaining walls, including horizontal or sloping drains down slopes and across sidewalk areas, shall be polyvinyl chloride (PVC) plastic pipe, Schedule 80, conforming to the provisions for pipe for edge drains and edge drain outlets in Section 68-3.02, "Materials," of the Standard Specifications. The vertical drain pipe shall be rigidly supported in place during backfilling operations.

Vertical, horizontal, radial, or normal dimensions shown on the Typical Section in the plans are for zero percent cross slope. At the Contractor's option, the Typical Section of superelevated concrete box girder structures with (1) sloping exterior girders, (2) a straight uninterrupted cross slope between edges of deck, and (3) a single profile grade line, may be rotated around the profile grade line in superelevation areas. The horizontal distances between the profile grade line and the edges of deck shall remain unchanged. The planned girder widths and slab thicknesses shall remain unchanged and the interior girder stems shall remain vertical at the planned locations.

### **FALSEWORK**

Falsework shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

In addition to the provisions in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications, the time to be provided for the Engineer's review of the working drawings for specific structures, or portions thereof, shall be a total of six (6) weeks.

The Contractor's engineer who signs the falsework drawings shall also certify in writing that the falsework is constructed in conformance with the approved drawings and the contract specifications prior to placing concrete. This certification shall include performing any testing necessary to verify the ability of the falsework members to sustain the stresses required by the falsework design. The engineer who signs the drawings may designate a representative to perform this certification. Where falsework contains openings for railroads, vehicular traffic, or pedestrians, the designated representative shall be qualified to perform this work, shall have at least 3 years of combined experience in falsework design or supervising falsework construction, and shall be registered as a Civil Engineer in the State of California. For other falsework, the designated representative shall be qualified to perform this work and shall have at least 3 years of combined experience in falsework design or supervising falsework construction. The Contractor shall certify the experience of the designated representative in writing and provide supporting documentation demonstrating the required experience if requested by the Engineer.

### **Welding and Nondestructive Testing**

Welding of steel members, except for previously welded splices and except for when fillet welds are used where load demands are less than or equal to 1,000 pounds per inch for each 1/8 inch of fillet weld, shall conform to AWS D1.1 or other recognized welding standard. The welding standard to be utilized shall be specified by the Contractor on the working drawings. Previously welded splices for falsework members are defined as splices made prior to the member being shipped to the project site.

Splices made by field welding of steel beams at the project site shall undergo nondestructive testing (NDT). At the option of the Contractor, either ultrasonic testing (UT) or radiographic testing (RT) shall be used as the method of NDT for each field weld and any repair made to a previously welded splice in a steel beam. Testing shall be performed at locations selected by the Contractor. The length of a splice weld where NDT is to be performed, shall be a cumulative weld length equal to 25 percent of the original splice weld length. The cover pass shall be ground smooth at the locations to be tested. The acceptance criteria shall conform to the requirements of AWS D1.1, Section 6, for cyclically loaded nontubular connections subject to tensile stress. If repairs are required in a portion of the weld, additional NDT shall be performed on the repaired sections. The NDT method chosen shall be used for an entire splice evaluation including any required repairs.

For all field welded splices, the Contractor shall furnish to the Engineer a letter of certification which certifies that all welding and NDT, including visual inspection, are in conformance with the specifications and the welding standard

shown on the approved working drawings. This letter of certification shall be signed by an engineer who is registered as a Civil Engineer in the State of California and shall be provided prior to placing any concrete for which the falsework is being erected to support.

For previously welded splices, the Contractor shall determine and perform all necessary testing and inspection required to certify the ability of the falsework members to sustain the stresses required by the falsework design. This welding certification shall (1) itemize the testing and inspection methods used, (2) include the tracking and identifying documents for previously welded members, (3) be signed by an engineer who is registered as a Civil Engineer in the State of California, (4) and shall be provided prior to erecting the members.

### **COST REDUCTION INCENTIVE PROPOSALS FOR CAST-IN-PLACE PRESTRESSED BOX GIRDER BRIDGES**

Except as provided herein, cast-in-place prestressed box girder bridges shall be constructed in conformance with the details shown on the plans and the provisions in Section 50, "Prestressing Concrete," and Section 51, "Concrete Structures," of the Standard Specifications.

If the Contractor submits cost reduction incentive proposals for cast-in-place prestressed box girder bridges, the proposals shall be in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications and these special provisions.

The Engineer may reject any proposal which, in the Engineer's judgment, may not produce a structure which is at least equivalent to the planned structure.

At the time the cost reduction incentive proposal (CRIP) is submitted to the Engineer, the Contractor shall also submit 4 sets of the proposed revisions to the contract plans, design calculations, and calculations from an independent checker for all changes involved in the proposal, including revisions in camber, predicted deck profile at each construction stage, and falsework requirements to the Department. When notified in writing by the Engineer, the Contractor shall submit up to 12 sets of the CRIP plan revisions and calculations to the Department for final approval and use during construction. The calculations shall verify that all requirements are satisfied. The CRIP plans and calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California.

The CRIP plans shall be either 11" x 17", or 22" x 34" in size. Each CRIP plan sheet and calculation sheet shall include the Department assigned designations for the contract number, bridge number, full name of the structure as shown on the contract plans, and District-County-Route-Post Mile. Each CRIP plan sheet shall be numbered in the lower right hand corner and shall contain a blank space in the upper right hand corner for future contract sheet numbers.

Within 3 weeks after final approval of the CRIP plan sheets, one set of the corrected good quality prints on 20-pound (minimum) bond paper, 22" x 34" in size, of all CRIP plan sheets prepared by the Contractor for each CRIP shall be furnished to the Department.

Each CRIP shall be submitted prior to completion of 25 percent of the contract working days and sufficiently in advance of the start of the work that is proposed to be revised by the CRIP to allow time for review by the Engineer and correction by the Contractor of the CRIP plans and calculations without delaying the work. The Contractor shall allow a minimum of 8 weeks for the review of a CRIP. In the event that several CRIPs are submitted simultaneously, or an additional CRIP is submitted for review before the review of a previously submitted CRIP has been completed, the Contractor shall designate the sequence in which the CRIPs are to be reviewed. In this event, the time to be provided for the review of any proposal in the sequence shall be not less than the review time specified herein for that proposal, plus 2 weeks for each CRIP of higher priority which is still under review.

Should the review not be complete by the date specified in the Contractor's CRIP, or such other date as the Engineer and Contractor may subsequently have agreed to in writing and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review of CRIP plans and calculations, an extension of time commensurate with the delay in completion of the work thus caused will be granted as provided in Section 8-1.07, "Liquidated Damages," of the Standard Specifications except that the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications shall not apply.

Permits and approvals required of the Department have been obtained for the structures shown on the plans. Proposals which result in a deviation in configuration may require new permits or approvals. The Contractor shall be responsible for obtaining the new permits and approvals before the Engineer will reach a decision on the proposal. Delays in obtaining permits and approvals will not be reason for granting an extension of contract time.

All proposed modifications shall be designed in conformance with the bridge design specifications and procedures currently employed by the Department. The proposal shall include all related, dependent or incidental changes to the structure and other work affected by the proposal. The proposal will be considered only when all aspects of the design changes are included for the entire structure. Changes, such as but not limited to, additional reinforcement and changes in location of reinforcement, necessary to implement the CRIP after approval by the Engineer, shall be made at the Contractor's expense.

Modifications may be proposed in (1) the thickness of girder stems and deck slabs, (2) the number of girders, (3) the deck overhang dimensions as specified herein, (4) the amount and location of reinforcing steel, (5) the amount and location of prestressing force in the superstructure, and (6) the number of hinges, except that the number of hinges shall not be increased. The strength of the concrete used may be increased but the strength employed for design or analysis shall not exceed 6,000 psi.

Modifications proposed to the minimum amount of prestressing force which must be provided by full length draped tendons are subject to the provisions in "Prestressing Concrete" of these special provisions.

No modifications will be permitted in (1) the foundation type, (2) the span lengths or (3) the exterior dimensions of columns or bridge superstructure, except that the overhang dimension from face of exterior girder to the outside edge of roadway deck may be uniformly increased or decreased by 25 percent on each side of the box girder section. Fixed connections at the tops and bottoms of columns shown on the plans shall not be eliminated.

The Contractor shall be responsible for determining construction camber and obtaining the final profile grade as shown on the plans.

The Contractor shall reimburse the Department for the actual cost of investigating CRIPs for cast-in-place prestressed box girder bridges submitted by the Contractor. The Department will deduct this cost from any moneys due, or that may become due the Contractor under the contract, regardless of whether or not the proposal is approved or rejected.

## **10-1.47 BRIDGE DECK SURFACE TEXTURE**

### **GENERAL**

This work includes the longitudinal texturing of new bridge decks including approach slabs.

### **CONSTRUCTION**

#### **General**

Texture the deck surfaces longitudinally using grinding and grooving as specified below.

After receiving surface texture, portions of surfaces that do not meet the friction requirements of Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications shall be ground or grooved parallel to the centerline in conformance with the provisions of Section 42, "Groove and Grind Pavement," of the Standard Specifications until the friction criteria are met.

After receiving surface texture, portions of surfaces that do not meet the friction requirements of Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications shall be ground or grooved parallel to the centerline in conformance with the provisions of Section 42, "Groove and Grind Pavement," of the Standard Specifications until the friction criteria are met.

#### **Grinding and Grooving**

Place an additional 1/4 inch of sacrificial concrete cover on the bridge deck above the finished grade shown on the plans. Place embedments in the concrete based on the final profile grade elevations shown on the plans. Construct joint seals after completing grinding and grooving operations.

Grind and groove surfaces in the following sequence:

1. Comply with the smoothness and deck crack treatment requirements of Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications.
2. Grind the entire surface between the face of concrete barriers to within 18 inches of the toe of barrier under Section 42-2, "Grinding," of the Standard Specifications. Grinding must not reduce the concrete cover on reinforcing steel to less than 1 3/4 inches.
3. Groove the ground surfaces longitudinally, parallel to the centerline, under Section 42-1, "Grooving," of the Standard Specifications.

Full compensation for conforming to the above requirements shall be considered as included in the contract price paid per cubic yard for the structural concrete item requiring the texturing, and no additional compensation will be allowed therefor.

### **SLIDING BEARINGS**

Sliding bearings consisting of elastomeric bearing pads lubricated with grease and covered with sheet metal shall conform to the following requirements:

- A. Grease shall conform to the requirements of Society of Automotive Engineers AS 8660. A uniform film of grease shall be applied to the upper surface of the pads prior to placing the sheet metal.
- B. Sheet metal shall be commercial quality galvanized sheet steel. The sheet metal shall be smooth and free of kinks, bends, or burrs.
- C. Construction methods and procedures shall prevent grout or concrete seepage into the sliding bearing assembly.

### **ELASTOMERIC BEARING PADS**

Steel reinforced elastomeric bearing pads shall conform to the provisions in Section 51-1.12H(2), "Steel Reinforced Elastomeric Bearings," of the Standard Specifications.

### **MEASUREMENT AND PAYMENT**

Measurement and payment for concrete in structures shall conform to the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for roughening existing concrete surfaces to a full amplitude of approximately 1/4 inch, where shown on the plans, shall be considered as included in the contract price paid per cubic yard for structural concrete (bridge) and no separate payment will be made therefor.

Full compensation for furnishing and installing access opening covers in soffits of new cast-in-place box girder bridges shall be considered as included in the contract price paid per cubic yard for structural concrete (bridge) and no separate payment will be made therefor.

Full compensation for furnishing and installing plastic pipe located at vertical drains used behind bridge abutments, including horizontal or sloping drains down slopes and across sidewalk areas, including excavation and backfill involved in placing the plastic pipe, shall be considered as included in the contract price paid per cubic yard for the various items of concrete work involved and no separate payment will be made therefor.

## **10-1.48 PRECAST DRAINAGE INLET**

### **GENERAL**

#### **Summary**

This work includes furnishing and installing precast drainage inlets as an option to cast-in-place inlets.

Precast drainage inlet must comply with Section 51, "Concrete Structures," of the Standard Specifications.

#### **Definitions**

**Pipe:** Any shaped sealed conduit that conveys water into a drainage inlet under this section.

### **Submittals**

If oval or circular shape cross sections are to be provided, submit plans and calculations 10 days before installation demonstrating that inlet components comply with Bridge Design Practice-Section 6, "Underground Structures." Plans must be signed by an engineer who is registered as a civil engineer or structural engineer in the State.

If field repairs are required, submit field repair procedures and patching materials 10 days before making repairs.

### **Quality Control and Assurance**

#### **Tolerances**

Wall and slab thicknesses must not be less than dimensions shown on the plans by more than 5 percent or 3/16 inch, whichever is greater.

Reinforcement position must not vary more than 1/2 inch from position shown on the plans.

### **MATERIALS**

Precast drainage inlets must comply with rectangular horizontal cross sections shown on the plans. If oval or circular shape cross-sections are furnished, they must comply with ASSHTO M 199 or ASTM C 478.

Non-shrink grout must be packaged and dry. Combined materials must comply with ASTM C 1107.

Basin or inlet floors poured in the field must be minor concrete under Section 90-10, "Minor Concrete," of the Standard Specifications.

Joint sealant must comply with ASTM C 990 for butyl rubber sealants. Joint primer must be type recommended by joint seal manufacturer.

Sand bedding must comply with Section 19-3.025B, "Culvert Beddings," of the Standard Specifications.

Bonding agent must comply with ASTM C 1059, Type II (Non-redispersable).

### **CONSTRUCTION**

Non-shrink grout must be mixed to smooth consistency under grout manufacturer's instructions.

Precast drainage inlets must comply with reinforcement shown on the plans.

Install the type of precast drainage inlet openings shown on the plans for pipes, slotted drains, grated line drains or other sealed conduits penetrating inlet wall. Center pipe in the opening so that the gap around the outside of pipe is uniform dimension. Unless indicated otherwise on the plans, fill gap between pipe and drainage inlet wall opening with non-shrink grout.

Align precast drainage inlets as shown on the plans.

Keyed joints must be "matched fit" to ensure uniform alignment of wall sections and lids. Seal all keyed joint locations including walls, basin floor, and lid with preformed joint sealant made of butyl rubber material. Upper lid/wall joint may be sealed with grout instead of butyl rubber material. Clean joint surface before installing sealant. Use primer when moisture is present on joint surfaces. Use size and width of sealant recommended by sealant manufacturer for type of keyed joint furnished. Set joints together with sealant to create a uniform bearing surface without pressure points. Joint surfaces must be free of spalls, cracks, or fractures, and any imperfections that adversely affect joint function.

Flat precast drainage inlet floors must have field cast topping with 4:1 (horizontal:vertical) slope toward outlet pipe. Field cast topping must be 2-inch minimum thickness. Use bonding agent when placing field cast topping layer. Before applying bonding agent, clean surface of all loose debris, dust, oil, dirt, etc. Apply bonding agent under manufacturer's instructions. Key at inlet floor level is not required when floor is precast integrally with inlet wall.

### **Defects**

Rejection Criteria: In addition to requirements of Section 6, "Control of Materials," precast drainage inlet may be rejected if it exhibits any of the following defects as determined by the Engineer:

1. Fractures or cracks passing through wall exceeding 1/16 inch in width
2. Non-repairable honeycombed or open texture (spalls) areas greater than 6 square inches in area
3. Does not comply with reinforcement tolerances or required cross sectional area
4. Wall or lid is less than minimum thickness
5. Internal dimensions that are less than design dimensions by 1 percent or 1/2 inch whichever is greater
6. Any significant defect affecting performance, structural integrity, or both

### **Repairs**

Repair precast drainage inlet sections to correct handling damage or manufacturing imperfections. Repairs do not void requirements of these special provisions. The Department does not pay for repairs.

### **MEASUREMENT AND PAYMENT**

Precast drainage inlet units will be measured and paid for by the unit in the same manner as cast in place inlet units are measured and paid for.

Full compensation for grout, sand bedding, butyl rubber joint sealant, and bonding agent is included in the contract unit price paid for drainage inlet and no additional compensation will be allowed therefor.

Full compensation for non-shrink grout for sealing pipe, is included in the contract unit price paid for pipe as applicable, and no additional compensation will be allowed therefor.

### **10-1.49 TYPE 6 RETAINING WALL**

Type 6 retaining wall, consisting of a reinforced concrete footing and either a reinforced concrete stem or a reinforced concrete masonry unit stem, shall conform to the provisions in Section 51, "Concrete Structures," and Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

Wall stems may be constructed of reinforced concrete or reinforced concrete masonry units.

Hollow load-bearing concrete masonry units shall conform to the requirements in ASTM Designation: C 90, normal weight, and shall be of uniform color and size.

Cementitious material for grout and mortar shall conform to Section 90-2.01, "Cementitious Materials," of the Standard Specifications.

Hydrated lime shall conform to the requirements in ASTM Designation: C 207, Type S.

Mortar sand shall be commercial quality.

Caulking, for sealing expansion joints, shall be a nonsag polysulfide or polyurethane material conforming to the requirements in ASTM Designation: C 920.

Mortar for laying masonry units shall consist, by volume, of one part cementitious material, 0 to 0.5 parts hydrated lime, and 2.25 to 3 parts mortar sand. Sufficient water shall be added to make a workable mortar. Each batch of mortar shall be accurately measured and thoroughly mixed. Mortar shall be freshly mixed as required. Mortar shall not be retempered more than one hour after mixing.

Aggregate for grout used to fill masonry units shall consist of fine aggregate and coarse aggregate conforming to the provisions in Section 90-2.02, "Aggregates," of the Standard Specifications. At least 20 percent of the aggregate by weight shall be coarse aggregate. The Contractor shall determine the grading except that between 90 percent and 100 percent of the combined grading shall pass the 1/2-inch sieve.

At the option of the Contractor, grout for filling masonry units may be proportioned either by volume or weight. Grout shall contain only enough water to cause it to flow and fill the voids without segregation. The maximum amount of free water shall not exceed 0.7 times the weight of the cementitious material.

Grout proportioned by volume shall consist of at least one part cementitious material and 4.5 parts aggregate. Aggregate volumes shall be based on a loose, air-dry condition.

Grout proportioned by weight shall contain at least 590 pounds of cementitious material per cubic yard.

Concrete masonry unit construction shall be true and plumb. Recesses in the units for horizontal reinforcement shall be provided.

Cleanout openings shall be provided at the bottoms of all cells where the height of wall is in excess of 4 feet. The cleanouts shall be sealed before filling with grout, after inspection.

Mortar joints shall be approximately 3/8 inch wide. Units shall be laid with full mortar coverage of the face in both the vertical and horizontal joints, except where weep holes are specified. Vertical joints shall be shoved tight. Exposed joints shall be concave, tooled smooth.

All cells in the hollow unit masonry shall be filled solidly with grout. All grout shall be consolidated at the time of pouring by puddling or vibrating. The top lift of grout shall be placed approximately one inch below the top of the units, to provide for a mortar cap. The mortar cap shall conform to the provisions for mortar.

Splashing, staining, or spotting on the exposed face of the wall stem shall be removed.

Pay quantities of the reinforced concrete masonry unit stem for Type 6 retaining walls will be determined by the square foot of completed wall stem, including the cap, measured along the horizontal length and the vertical height from the top of footing to the top of the wall.

The contract price paid per square foot for retaining wall stem (Type 6) shall include full compensation for furnishing all labor, materials (including stem and footing reinforcement, concrete for the footing, and rock fascia treatment), tools, equipment, and incidentals, and for doing all the work involved in constructing the reinforced concrete masonry unit retaining wall stem, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## **10-1.50 STRUCTURE APPROACH SLABS (TYPE EQ)**

### **GENERAL**

#### **Summary**

This work includes constructing reinforced concrete approach slabs, structure approach drainage systems, and treated permeable base.

Reinforced concrete approach slabs must comply with Section 51, "Concrete Structures," of the Standard Specifications.

#### **Submittals**

Furnish a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the geocomposite drain certifying that the drain complies with these special provisions. The Certificate of Compliance must be accompanied by a flow capability graph for the geocomposite drain showing flow rates and the externally applied pressures and hydraulic gradients. The flow capability graph must be stamped with the verification of an independent testing laboratory.

Notify the Engineer of the type of treated permeable base to be furnished at least 30 days before the start of placement. Once you have notified the Engineer of the selection, the type to be furnished must not be changed without a prior written request to do so and approval thereof by the Engineer.



## **MATERIALS**

### **Concrete**

Concrete for structure approach slabs must contain not less than 675 pounds of cementitious material per cubic yard and must either:

1. Cure for not less than 5 days before opening to public traffic, or
2. Comply with "Rapid Strength Concrete for Structures" of these special provisions.

### **Drainage Pads**

Concrete for use in drainage pads must be minor concrete, except the concrete must contain not less than 505 pounds of cementitious material per cubic yard.

### **Geocomposite Drain**

Geocomposite drain must consist of a manufactured core not less than 0.25 inch thick nor more than 2 inches thick with one or both sides covered with a layer of filter fabric that will provide a drainage void. The drain must produce a flow rate through the drainage void of at least 2 gallons per minute per foot of width at a hydraulic gradient of 1.0 and a minimum externally applied pressure of 3,500 psf.

The manufactured core must be one of the following:

1. Preformed grid of embossed plastic
2. Mat of random shapes of plastic fibers
3. Drainage net consisting of a uniform pattern of polymeric strands forming 2 sets of continuous flow channels
4. System of plastic pillars and interconnections forming a semirigid mat

The core material and filter fabric must be capable of maintaining the drainage void for the entire height of geocomposite drain. Filter fabric must be integrally bonded to the side of the core material with the drainage void.

### **Filter Fabric**

Filter fabric must comply with the specifications for Class A filter fabric in Section 88-1.02, "Filtration," of the Standard Specifications.

### **Plastic Pipe**

Plastic pipe shall conform to the provisions for pipe for edge drains and edge drain outlets in Section 68-3, "Edge Drains," of the Standard Specifications.

### **Treated Permeable Base**

Treated permeable base under structure approach slabs must be an asphalt treated permeable base or a cement treated permeable base as specified in Section 29, "Treated Permeable Bases," of the Standard Specifications.

Steel angles, plates, and bars at the concrete barrier joints must comply with Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications.

Hardboard and expanded polystyrene must comply with Section 51-1.12D, "Sheet Packing, Preformed Pads, and Board Fillers," of the Standard Specifications.

## **CONSTRUCTION**

### **Geocomposite Drain**

Install the geocomposite drain with the drainage void and the filter fabric facing the embankment. The fabric facing the embankment side must overlap a minimum of 3 inches at all joints and wrap around the exterior edges a minimum of 3 inches beyond the exterior edge. If additional fabric is needed to provide overlap at joints and wraparound at edges, the added fabric must overlap at least 6 inches and be attached to the fabric on the geocomposite drain.

Place core material manufactured from impermeable plastic sheeting having non-connecting corrugations with the corrugations approximately perpendicular to the drainage collection system.

If the fabric on the geocomposite drain is torn or punctured, replace the damaged section completely or repair it by placing a piece of fabric that is large enough to cover the damaged area and provide a 6-inch overlap.

If asphalt treated permeable base is placed around the slotted plastic pipe at the bottom of the geocomposite drain, it must be placed at a temperature of not less than 180 °F nor more than 230 °F.

#### **Filter Fabric**

Place filter fabric immediately after grading and compacting the subgrade to receive the filter fabric.

Align, handle, and place filter fabric in a wrinkle-free manner under the manufacturer's recommendations.

Adjacent borders of the filter fabric must be overlapped from 12 inches to 18 inches or stitched. The preceding roll must overlap the following roll in the direction the material is being spread or must be stitched. When the fabric is joined by stitching, it must be stitched with yarn of a contrasting color. The size and composition of the yarn must be as recommended by the fabric manufacturer. The number of stitches per 1 inch of seam must be 5 to 7.

Equipment or vehicles must not be operated or driven directly on the filter fabric.

#### **Treated Permeable Base**

Construct treated permeable base under Section 29, "Treated Permeable Bases," of the Standard Specifications and these special provisions.

Place asphalt treated permeable base at a temperature of not less than 200 °F nor more than 250 °F. Do not use material stored in excess of 2 hours in the work.

Asphalt treated permeable base may be spread in 1 layer. Compact the base with a vibrating shoe type compactor or a roller weighing at least 1.5 tons but not more than 5 tons. Begin compacting the base as soon as the mixture has cooled sufficiently to support the weight of the equipment without undue displacement.

Cement treated permeable base may be spread in 1 layer. Compact the base with a vibrating shoe type compactor or with a steel-drum roller weighing at least 1.5 tons but not more than 5 tons. Compaction must begin within one-half hour of spreading and must consist of 2 complete coverages of the cement treated permeable base.

#### **Finishing Approach Slabs**

Finish and treat the top surface of approach slabs under Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications. Edges of slabs must be edger finished.

Cure approach slabs with pigmented curing compound (1) under the specifications for curing structures in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

#### **Sealing Joints**

Type AL joint seals must comply with Section 51-1.12F, "Sealed Joints," of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods.

The pourable seal between the steel angle and concrete barrier must comply with the requirements for Type A and AL seals in Section 51-1.12F(3), "Materials and Installation," of the Standard Specifications.

The sealant may be mixed by hand-held power-driven agitators and placed by hand methods. Immediately before placing the seal, thoroughly clean the joint, including abrasive blast cleaning of the concrete surfaces, so that all foreign material and concrete spillage are removed from all joint surfaces. Joint surfaces must be dry at the time the seal is placed.

## **MEASUREMENT AND PAYMENT**

Structural concrete, approach slab (Type EQ) will be measured and paid for in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for the structure approach drainage system including geocomposite drain, plastic pipe, and drainage pads, treated permeable base, filter fabric, woven tape fabric, miscellaneous metal, pourable seals, epoxy-coated bar reinforcement transverse joint seals at sleeper slabs, waterstops, and sliding joints shall be considered as included in the contract price paid per cubic yard for structural concrete (approach slab, Type EQ) and no additional compensation will be allowed therefor.

### **10-1.51 DRILL AND BOND DOWELS**

Drilling and bonding dowels shall conform to the details shown on the plans, the provisions in Section 83-2.02D(1), "General," of the Standard Specifications, and these special provisions.

Anchor bolt dowels shall conform to the provisions for miscellaneous metal (retaining wall) of these special provisions.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Unless otherwise provided, anchor bolt dowels to be bonded into drilled holes will be paid for as miscellaneous metal (retaining wall).

Unless otherwise provided, drilling and bonding dowels will be measured and paid for by the linear foot determined by the number and the required depth of holes as shown on the plans or as ordered by the Engineer.

The contract price paid per linear foot for drill and bond dowel shall include full compensation for furnishing all labor, materials (except anchor bolt dowels), tools, equipment, and incidentals, and for doing all the work involved in drilling the holes, including coring through reinforcement when approved by the Engineer, and bonding the dowels, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.52 PRESSURE GROUT DOWELS**

Pressure grouting dowels shall include placing dowels, and filling the holes with pressurized grout, as shown on the plans and in conformance with these special provisions.

Dowels to be placed in the drilled holes shall conform to the provisions for bar reinforcement in "Reinforcement" of these special provisions.

Dowels to be pressure grouted in drilled holes will be paid for as bar reinforcing steel (bridge).

Grout shall conform to the requirements of either ASTM Designation: C 1107 or ASTM Designation: C 845, Type K, and shall provide a minimum compressive strength of 5000 psi at 28 days when tested by California Test 551. The grout shall be mixed in accordance with the manufacturer's recommendations. Water shall conform to the provisions for water in Section 90-2.03, "Water," of the Standard Specifications.

Admixtures shall not contain more than 500 parts per million of chlorides as Cl, when tested by California Test 422, and shall not contain more than 2500 parts per million of sulfates as SO<sub>4</sub>, when tested by California Test 417.

After dowel placement, the ends of the drilled hole containing the dowel shall be sealed and the vent tube and injection feed tube shall be placed. The tubes shall be placed in the hole so that the air vents and the hole to be completely filled with grout. Sufficient pressure shall be used so that the hole is free of voids. Grout shall be pumped into the holes and continually wasted until air and water are ejected and there are no visible slugs.

Grout or water shall not flow into any waterway, or other drainage facilities.

Pressure grouting dowels will be measured and paid for by the linear foot. The cored concrete will be measured along the centerline of the hole.

Full compensation for furnishing all labor, materials, except dowels, tools, equipment, and incidentals, and for doing all work involved in pressure grouting the holes, shall be considered as included in the contract price paid per linear foot for 3" drilled hole and no separate payment will be made therefor.

#### **10-1.53 SEALING JOINTS**

Joints in concrete bridge decks and joints between concrete structures and concrete approach slabs must be sealed in conformance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications, and these special provisions.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the Standard Specifications.

#### **10-1.54 ARCHITECTURAL TREATMENT**

This work includes constructing architectural treatment for concrete surfaces for Green Valley Road Bridge, Retaining Wall No. 1, and Retaining Wall No.3. Shotcrete finishes for concrete surfaces shall conform to the details shown on the plans, the provisions in Section 51, "Concrete Structures," and Section 53 "Shotcrete," of the Standard Specifications, and these special provisions.

Architectural textures listed below are required at concrete surfaces shown on the plans:

The architectural treatment at Retaining Wall No. 1 and Retaining Wall No. 3 shall be a sculpted shotcrete finish simulating the strata lines, of the local geology.

The architectural treatment at the bridge abutment wingwalls shall be a textured shotcrete finish, as described below.

Attention is directed to 'Prepare and Stain Concrete' of these special provisions.

#### **SHOTCRETE SCULPTING**

Experience in shotcrete sculpting and staining is highly desirable and will be an important factor in determining the Contractor's qualifications to perform the architectural treatment. The Contractor shall furnish evidence of at least 10 years experience to the Engineer, including, but not limited to, project references, dates, names, phone numbers and color photos.

The layout of strata lines shall only be performed on walls fully constructed from top to bottom of wall including the shotcrete apron. This also applies to the full length of the wall. No sectional layout, sculpting, or staining work will be allowed as the wall is constructed in sections.

The layout of strata lines throughout the shotcrete surface shall be performed in 2 stages. The Contractor shall notify the Engineer not less than 3 days prior to the first stage. The first stage shall consist of applying high visibility paint to the wall face to illustrate the strata lines patterns as shown on the plans. The same personnel who will sculpt the wall face shall perform the layout of the primary and secondary strata lines. The first stage shall be approved by the Engineer prior to beginning the second stage. The second stage shall consist of installing reinforcing support parallel to the primary strata lines as shown on the plans.

After the second stage is approved by the Engineer, shotcrete shall be applied as shown on the plans and in conformance with "Shotcrete", of these special provisions. The sculpting personnel shall direct the amount of shotcrete to be applied during the sculpting operation to provide the desired finished architectural detail and relief.

## FORM LINERS

Form liners shall be used for textured concrete surfaces and shall be installed in conformance with the manufacturer's recommendations, unless other methods of forming textured concrete surfaces are approved by the Engineer. Form liners shall be manufactured from an elastomeric material or a semi-elastomeric polyurethane material by a manufacturer of commercially available concrete form liners. No substitution of other types of formliner material will be allowed. Form liners shall leave crisp, sharp definition of the architectural surface. Recurring textural configurations exhibited by repeating, recognizable shadow patterns shall be prevented by proper casting of form liner patterns. Textured concrete surfaces with such recurring textural configurations shall be reworked to remove such patterns as approved by the Engineer or the concrete shall be replaced.

Form liners shall have the following properties:

Description	ASTM Designation:	Range
Elastomeric material		
Shore A hardness	D 2240	20 to 65
Tensile strength (psi)	D 412	130 to 900
Semi-elastomeric polyurethane		
Shore D hardness	D 2240	55 to 65
Tensile strength (psi)	D 2370	2600 minimum

Cuts and tears in form liners shall be sealed and repaired in conformance with the manufacturer's recommendations. Form liners that are delaminated from the form shall not be used. Form liners with deformations to the manufactured surface caused by improper storage practices or any other reason shall not be used.

Form liners shall extend the full length of texturing with transverse joints at 8 foot minimum spacing. Small pieces of form liners shall not be used. Grooves shall be aligned straight and true. Grooves shall match at joints between form liners. Joints in the direction of grooves in grooved patterns shall be located only in the depressed portion of the textured concrete. Adjoining liners shall be butted together without distortion, open cracks, or offsets at the joints. Joints between liners shall be cleaned before each use to remove any mortar in the joint.

Adhesives shall be compatible with the form liner material and with concrete. Adhesives shall be approved by the liner manufacturer. Adhesives shall not cause swelling of the liner material.

## RELEASING FORM LINERS

Products and application procedures for form release agents shall be approved by the form liner manufacturer. Release agents shall not cause swelling of the liner material or delamination from the forms. Release agents shall not stain the concrete or react with the liner material. For reliefs simulating fractured concrete or wood grain surfaces the application method shall include the scrubbing method using a natural bristle scrub brush in the direction of grooves or grain. The release agent shall coat the liner with a thin film. Following application of form release agent, the liner surfaces shall be cleaned of excess amounts of agent using compressed air. Buildup of form release agent caused by the reuse of a liner shall be removed at least every 5 uses.

Form liners shall release without leaving particles or pieces of liner material on the concrete and without pulling or breaking concrete from the textured surface. The concrete surfaces exposed by removing forms shall be protected from damage.

## CURING

Concrete surfaces with architectural texture shall be cured only by the forms-in-place methods. Seals and curing compounds shall not be used.

### **Shotcrete Preparing And Staining**

Shotcrete preparing and staining shall conform to "Prepare and Stain Concrete" of these special provisions.

### **PAYMENT**

The contract price paid per square foot for architectural treatment (sculpted shotcrete) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing architectural treatment (sculpted shotcrete) at Retaining Walls No. 1 and 3, complete in place, including any test panels, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sum price paid for architectural treatment (textured shotcrete) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing architectural treatment (textured shotcrete) at the bridge abutment wingwalls, complete in place, including any test panels, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.55 REINFORCEMENT**

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

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

When joining new reinforcing bars to existing reinforcement, sample splices shall be made using only the deformation pattern of the new reinforcement to be spliced.

Reinforcement shown on the plans to be galvanized shall be galvanized in conformance with the requirements in ASTM Designation: A 767/A 767M, Class 1, except that chromating will not be required.

Within areas where galvanized reinforcement is required, tie wire and bar chairs or other metallic devices used to secure or support the reinforcement shall be galvanized, plastic coated, or epoxy coated to prevent corrosion of the devices or damage to the galvanized reinforcement.

Galvanized surfaces that are abraded or damaged caused by shipping, handling, or installation shall be repaired as specified in Section 75-1.05, "Galvanizing," of the Standard Specifications.

### **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 and these special provisions. Concrete driveways shall be considered minor structures in which full compensation for welded wire reinforcement or bar reinforcing steel required for concrete driveways will be considered as included in the contract price paid per cubic yard for minor concrete (driveway) and no additional compensation will be allowed therefor.

Full compensation for galvanizing steel reinforcement shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.

### **10-1.56 ROADSIDE SIGNS**

Roadside signs shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the County of El Dorado Design and Improvement Standards Manual, revised March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual, the MUTCD, the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

Sign substrate material shall be 0.080-inch thick sheet aluminum.

Roadside signs shall include Culvert Delineator, per Caltrans Standard Plan A73B.

Sign panel fastening hardware shall be per California Department of Transportation standard plan RS2 except that 5/16" hexhead bolt will be replaced with a 5/16" carriage bolt. The washer directly behind the carriage bolt will be a 7/16" metal washer. The top bolt of each panel will be fastened with a Hawkins M2G-VP56N theft proof nut. The fiber washer will be replaced with a neoprene washer.

Strap and saddle bracket sign fastening hardware shall be per California Department of Transportation standard plan RS4.

Where object markers are required to be mounted on the roadside sign post, they shall be considered to be sign panels for purposes of payment.

Wood posts: Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate.

Metal Posts: Posts are to be hot rolled flanged channel galvanized per ASTM A123 and the provisions in Section 75-1.05, "Galvanizing," of the Standard Specifications, finish and intended to be used as supports of signs.

Material: Posts shall be produced from ASTM Designation A36.

Weight: The weight of the sign post before holes are punched shall be 2.00 lbs/ft as specified. The weight tolerance shall be plus or minus 3½%.

Length: The length of the sign post shall be with a tolerance of plus or minus 1.00 inch. One end to be tapered for easy installation.

Punching: Posts shall have a minimum of 6 feet of punched 0.375" diameter holes at 1.00" on center. First holes to be 1.00" from top of post and bottom pointed.

Object markers, sign panels and posts for roadside signs shall be provided by the Contractor and shall conform to these special provisions.

Type N (CA), Type P (CA), and Type R (CA) marker panels mounted on a post with a roadside sign shall be considered to be sign panels and will not be paid for as markers.

## **SHEET ALUMINUM**

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

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

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

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

Base plate for standard route marker shall be die cut.

## **RETROREFLECTIVE SHEETING**

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

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

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

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

## **PROCESS COLOR AND FILM**

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

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

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

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

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

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

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

## **SINGLE SHEET ALUMINUM SIGN**

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

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

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

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



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

#### **MEASUREMENT AND PAYMENT**

The contract unit prices paid per for Roadside Sign (both 1 and 2 post) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in fabricating, furnishing, and installing the signs, including removable sign panel frame and fastening hardware, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing and installing protective overlay on signs shall be considered as included in the contract prices paid for Roadside Sign (both 1 and 2 post) and no separate payment will be made therefor.

#### **10-1.57 SHOTCRETE**

Shotcrete shall conform to the specifications in Section 51, "Concrete Structures," and Section 53, "Shotcrete," of the Standard Specifications and these special provisions.

Shotcrete shall completely encase reinforcement and other obstructions shown on the plans.

Attention is directed to the section, "Order of Work," in these special provisions regarding furnishing preconstruction shotcrete test panels.

Except for finish coats, shotcrete shall be applied by the wet-mix process only.

Finish coats, applied by the dry-mix process, may be used only when approved by the Engineer.

Shotcrete shall have a minimum compressive strength of 4000 psi and 3600 psi at 28 days for permanent and temporary soil nail wall respectively. No shotcrete work shall be performed before verification by the Engineer of the required compressive strength.

Splicing of reinforcing bars No. 7 or larger in shotcrete shall be by butt splicing only.

The Contractor shall be responsible for obtaining and testing all required preconstruction and production test cores. Coring and testing shall be performed in the presence of the Engineer. The Engineer shall be notified a minimum of 24 hours before the Contractor performs any coring or testing.

All cores shall be obtained and tested for compressive strength in conformance with the specifications in ASTM Designation: C 42/C 42M. Cores used for determining compressive strength shall be free of bar reinforcement or other obstructions. The testing shall be performed at an independent testing facility approved by the Engineer. A copy of the test results shall be furnished to the Engineer within 5 days following completion of testing. Test cylinders specified in Section 90-9 "Compressive Strength" of the Standard Specifications will not be required for shotcrete.

All test panels shall become the property of the Contractor and shall be disposed of in conformance with the specifications in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

#### **PRECONSTRUCTION REQUIREMENTS**

Before performing shotcrete work, the Contractor shall construct at least 3 preconstruction shotcrete test panels for each mixture being considered.

The nozzleperson shall have a minimum of 3000 hours experience as a nozzleperson on projects with a similar application.

At least 15 days before constructing any shotcrete test panels, the Contractor shall submit, in conformance with specifications in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, a Quality Control Plan (QCP) for the proposed method of shotcrete placement. The plan shall include:

1. The number and qualifications of nozzlepersons available to place shotcrete, the number of nozzlepersons on the project site at any time during the shotcrete placement, description of their work schedule, and the procedures for avoiding fatigue of any nozzleperson.
2. The proposed method of placing shotcrete, including, but not limited to, application rates, details of any proposed construction joints and their locations, and methods for achieving the required thickness and surface finish.
3. The procedure for curing shotcrete surfaces.
4. The description of a debris containment system, to be used during the cleaning of bar reinforcing steel and concrete and placing of shotcrete, as required to provide for public safety.

The Engineer shall have 15 days to review and approve the QCP submittal after a complete plan has been received. No construction of shotcrete test panels shall be performed until the QCP is approved by the Engineer. Should the Engineer fail to complete the review within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in approving the QCP, the delay will be considered a right of way delay in conformance with the specifications in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Preconstruction shotcrete test panels shall be constructed by the nozzlepersons and application crew scheduled to do the work, using equipment, materials, mixing proportions, ambient temperatures and procedures proposed for the work. The preconstruction shotcrete test panels shall conform to the following:

1. One shotcrete test panel, of the size determined by the Contractor, shall be unreinforced and shall have 3 cores taken from it and tested for compressive strength. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores. The test panel shall be identified and submitted to the Engineer with the test results including a description of the mixture, proportions, and ambient temperature.
2. One shotcrete test panel shall have the same (1) thickness, (2) bar size and quantity of bar reinforcement or other obstructions, and (3) positioning of bar reinforcement or obstructions as the most heavily reinforced section of shotcrete to be placed. The test panel shall be square with the length of the sides equal to at least 3 times the thickness of the most heavily reinforced section of shotcrete to be placed, but not less than 30 inches. After a minimum 7 days of cure, the test panel shall be broken by the Contractor, in the presence of the Engineer, into pieces no larger than 10 inches in greatest dimension. The surfaces of the broken pieces shall be dense and free of laminations and sand pockets, and shall verify the bar reinforcement or other obstructions are completely encased.
3. Both test panels shall be cured under conditions similar to the actual work.
4. At the option of the Contractor, cores to be used for determining the compressive strength may be taken from the reinforced test panel described above instead of making a separate unreinforced test panel as described above. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring or contains bar reinforcement or other obstructions, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores. If cores are taken from the reinforced test panel, the panel shall not be broken into pieces, as described above, until it has cured for a minimum of 14 days.

The requirements for constructing preconstruction shotcrete test panels may be eliminated, when approved by the Engineer, if a test panel report and certified compressive strength test data are furnished from a State highway project with a similar application of approximately equal thickness, including similar quantities and placement of reinforcement or other obstructions. The proposed nozzleperson shall have constructed the test panel described in the test panel report. The test panel report shall list the names of the application crew, equipment used, materials, mixing proportions, ambient temperatures and procedures used to make the test panels. The certified compressive strength test data shall be for cores taken from the same test panels.

## **PLACING**

An air blowpipe shall be used during shotcrete placement to remove rebound, overspray, and other debris from the areas to receive shotcrete.

Construction joints shall be tapered and shall conform to the specifications in Sections 51-1.13, "Bonding," of the Standard Specifications.

All overspray and rebound shall be removed before final set and before placement of shotcrete on adjacent surfaces.

Rebound or any other material which has already exited the nozzle shall not be reused.

Shotcrete shall be cured in conformance with the specifications in Section 90-7.03, "Curing Structures," of the Standard Specifications.

When a finish coat is to be used, all loose, uneven or excess material, glaze, and rebound shall be removed by brooming, scraping, or other means and the surface left scarified. Surface deposits which take a final set shall be removed by abrasive blasting. Before placing the finish coat, the receiving surface shall be washed down with an air-water blast.

Shotcrete extending into the space shown on the plans for cast-in-place concrete shall be removed.

## **TESTING AND ACCEPTANCE**

At least 3 production shotcrete test cores shall be taken from each 50 cubic yards or portion thereof of shotcrete placed each day. The cores shall be 3 inches in diameter. The location where cores are to be taken will be designated by the Engineer. Test cores shall be identified by the Contractor, and a description of the core location and mixture, including proportions, shall be submitted to the Engineer with the test cores, immediately after coring. Cored holes shall be filled with mortar in conformance with the specifications in Section 51-1.135, "Mortar," of the Standard Specifications.

Upon receipt of the cores, the Engineer will perform a visual examination to determine acceptance, as described below. Within 48 hours after receipt, the Engineer will return the cores to the Contractor for compressive strength testing.

The compressive strength test shall be performed using the shotcrete production test cores described above. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring, the core shall be discarded, and the compressive strength shall be the average strength of the remaining cores.

The basis of acceptance for production shotcrete test cores shall be (1) that the core is dense and free of laminations and sand pockets, and shows the reinforcement or other obstructions are completely encased and (2) the same as specified for test cylinders in the 4th and 5th paragraphs of Section 90-9.01, "General," of the Standard Specifications.

If any production test core shows signs of defective shotcrete as described in (1) above, the shotcrete represented by that test core 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 shotcrete placed in the work are acceptable.

The surface finish of the shotcrete shall conform to the specifications in Section 51-1.18, "Surface Finishes," of the Standard Specifications.

## **MEASUREMENT AND PAYMENT**

Full compensation for the Quality Control Plan, constructing and breaking test panels, furnishing and testing cores and patching cored holes shall be considered as included in the contract price paid per cubic yard for shotcrete, and no additional compensation will be allowed therefor.

Bar reinforcement in shotcrete will be paid for as bar reinforcing steel (retaining wall).

### **10-1.58 PREPARE AND STAIN CONCRETE**

This work shall consist of preparing and staining concrete surfaces where shown on the plans in conformance with the provisions in Section 59-6, "Painting Concrete," of the Standard Specifications and these special provisions.

Concrete stain shall be a water-based solution of metallic salts that penetrate and react with concrete to produce insoluble, abrasion-resistant color deposits. The stain shall contain dilute acid to etch concrete surfaces so that the staining ingredients can penetrate the concrete.

The completed architectural texture stained concrete surfaces shall closely resemble the texture, color, and pattern of the natural stone and rock features visible in the project vicinity.

A test panel at least 4' x 4' shall be completed and approved at a location approved by the Engineer before beginning work on architectural texture or staining concrete. Colors of stains used for stained concrete shall be from Federal Standard 595. The test panel shall be constructed, finished, and stained with the materials, tools, equipment, personnel, and methods to be used in constructing, finishing, and staining the concrete surfaces. Additional test panels may be ordered by the Engineer until the desired finish, texture, and color are obtained.

The test panel approved by the Engineer shall be used as the standard of comparison in determining acceptability of architectural texture and staining for concrete surfaces.

The Contractor shall submit a copy of the stain manufacturer's recommendations and written application instructions to the Engineer not less than 7 days before applying concrete stain to test panels.

The Contractor shall seal joints between concrete surfaces to be stained and metal surfaces that are galvanized or painted with a polysulfide or polyurethane sealing compound conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use M. The color of the sealant shall match the color of the stain used from Federal Standard 595.

Immediately before commencing work, the Contractor shall test concrete surfaces to be stained for acceptance of stain in conformance with the manufacturer's recommendations. Areas that resist accepting stain shall be cleaned as approved by the Engineer.

The Contractor shall apply the concrete stain in conformance with the manufacturer's recommendations and these special provisions. The stain shall be applied uniformly, working to avoid excessive rundown. The stain shall be worked into the concrete surface in circular motions with a nylon-bristled brush. Drips, puddles, or other irregularities shall be worked into the concrete.

After the last coat of stain has dried, the Contractor shall rinse stained surfaces with water and wet scrub surfaces with a stiff bristled nylon brush until the rinse water runs clear.

The Contractor shall protect adjacent surfaces during concrete staining operations.

Prepare and stain concrete will be measured by the square foot.

The contract price paid per square foot for prepare and stain concrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing of and applying stain to concrete surfaces, complete in place, including construction of test panels, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.59 ANTI-GRAFFITI COATING**

This work includes applying anti-graffiti coating to concrete surfaces.

Comply with Section 59-6, "Painting Concrete," of the Standard Specifications.

Submit manufacturer's application and removal instructions 7 days before starting work.

## **MATERIALS**

Anti-graffiti coating must:

1. Be a nontoxic, sacrificial, nonflammable, water-based coating designed for protecting concrete from graffiti
2. Be compatible with the concrete surface treatment
3. Have a clear matte finish when dry
4. Be removable with a hot pressure washer

## **CONSTRUCTION**

Test concrete surfaces for acceptance of coating under the manufacturer's recommendations before coating. Areas that resist accepting coating must be cleaned and retested.

Apply anti-graffiti coating under the manufacturer's recommendations in at least 2 even coats.

## **MEASUREMENT AND PAYMENT**

The contract lump sum price paid for anti-graffiti coating includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and applying anti-graffiti coating to concrete surfaces, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.60 UNDERDRAIN**

Underdrains at bridge abutments and wing walls and retaining walls shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications and these special provisions.

Filter fabric shall conform to the provisions in Section 88-1.02, "Filtration," of the Standard Specifications and these special provisions. Filter fabric shall be Class A.

Welded steel covers conforming to the provisions in Section 68-1.023, "Underdrain Outlets and Risers," of the Standard Specifications shall be installed on underdrains terminating underground.

Permeable material used at bridge abutments and wing walls and at retaining walls shall be placed in horizontal layers and thoroughly consolidated along with and by the same methods specified for structure backfill in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications. Ponding and jetting of permeable material or structure backfill adjacent to permeable material will not be permitted.

At the option of the Contractor, Class 1 or Class 2 permeable material shall be used. Filter fabric shall be placed between Class 1 permeable material and backfill. No filter fabric will be required with Class 2 permeable material.

At the option of the Contractor, permeable material may be substituted for structure backfill material when the required width of backfill material adjacent to the neat lines of the permeable material as shown on the plans is approximately one foot or less. Full compensation for underdrain pipe, permeable material, and filter fabric when required shall be considered as included in the contract price paid per square foot of Earth Retaining Structure (Gabion MSE Retaining Wall No. 1) and per cubic yard for Gabion (Retaining Wall No. 3) and no additional compensation will be allowed therefor.

### **10-1.61 WELDED STEEL PIPE CASING (BRIDGE)**

Welded steel pipe casings through bridges and under approach slabs shall be of the size shown and shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications and these special provisions.

Unless otherwise shown on the project plans, casings shall be installed at each abutment, and casings shall be extended to the greater of: (1) 5 feet beyond the approach slab, (2) 5 feet beyond the end of the adjacent wingwall, or (3) 20 feet beyond the abutment.

## **WORKING DRAWINGS**

Working drawings for temporary support of casing pipe at the abutments shall be submitted for approval in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings" of the Standard Specifications.

## **MATERIALS**

### **Casing pipe**

Casing pipe shall be welded steel pipe conforming to the provisions in Section 70-1.02B, "Welded Steel Pipe," of the Standard Specifications, except that the pipe shall be treated in accordance with the following requirements, prior to shipping. Exterior surfaces of welded steel pipe shall be cleaned and coated in conformance with the requirements in ANSI/AWWA C213 or at the option of the Contractor, cleaned, primed, and coated in accordance with specifications of ANSI/AWWA C214.

### **Pipe wrapping tape**

Wrapping tapes for pipe in contact with the ground shall be a pressure sensitive polyvinyl chloride or polyethylene tape having thickness of 50 mils, minimum.

## **CONSTRUCTION**

If a blockout is provided in the bridge abutment wall for casing pipe, the space between the casing pipe and bridge abutment wall shall be filled with mortar conforming to the provisions in Section 51-1.135, "Mortar" of the Standard Specifications.

Openings for utilities through bridge superstructure concrete shall either be formed or shall consist of pipe sleeves.

### **Wrapping and coating pipe**

Damaged coating on steel pipe casing in contact with earth shall be wrapped as follows:

- A. Pipe to be wrapped shall be thoroughly cleaned and primed as recommended by the tape manufacturer.
- B. Tapes shall be tightly applied with 1/2 uniform lap, free from wrinkles and voids to provide not less than a 100—mil thickness.
- C. Field joints and fittings for wrapped pipe shall be covered by double wrapping 50—mil thick tape. Wrapping at joints shall extend a minimum of 6 inches over adjacent pipe coverings. Width of tape for wrapping fittings shall not exceed 2 inches. Adequate tension shall be applied so tape will conform closely to contours of joint.

Where a welded steel pipe casing passes through the abutment wall, the welded steel pipe casing shall be additionally wrapped with 2 layers of 15—pound asphalt-felt building paper, securely taped or wired in place.

## **MEASUREMENT AND PAYMENT**

Measurement and payment for welded steel pipe casing (bridge) for each size listed in the Engineers Estimate shall conform to the provisions in Sections 70-1.04, "Measurement" and 70-1.05, "Payment" of the Standard Specifications.

Full compensation for furnishing and installing steel hangers, steel brackets, steel cover plates, mortar and building paper, casing, concrete supports, and other fittings shall be considered as included in the contract prices paid per linear foot for the sizes of welded steel pipe casing (bridge) involved, and no additional compensation will be allowed therefor.

### **10-1.62 INLET DEPRESSION**

This work consists of constructing inlet depressions around drainage inlets.

Portland cement concrete used in the construction of inlet depressions placed in the shoulder areas of roadways shall conform to the requirements for portland concrete cement shoulders in Section 51, "Concrete Structures," of the Standard Specifications.

Where portland cement concrete pavement is to be placed around or next to inlet depressions, the inlet depressions shall not be constructed to final grade until after the pavement has been constructed adjacent to the inlet depression.

Portland cement concrete for inlet depression shall be placed on prepared base material compacted to not less than 95 percent relative compaction. After placement to the lines and grades shown on the plans, the surface shall be finished with a float and troweled smooth. Concrete adjacent to isolation joints shall be finished with an edger. The surface of the concrete shall then be broom finished to create a surface having a coefficient of friction of not less than 0.30 as determined by California Test 342. If water is necessary, the water shall be applied to the surface immediately in advance of the brooming. The concrete shall be cured as provided in Section 90-7.02, "Curing Pavement," of the Standard Specifications.

The contract unit price paid for inlet depressions includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in forming and placing materials for inlet depressions, complete in place, including soil compaction or disposal of forming materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10-1.63 GABIONS**

Gabions shall be constructed as shown at Retaining Wall No. 3 on the plans and in conformance with these special provisions.

Gabions shall consist of wire mesh, cubical-celled or mattress-styled baskets that are filled on the project site with hard, durable rock.

Standard gabion sizes and the overall plan and profile dimensions of the gabion structures shall be as shown on the plans. Each standard gabion size shall be divided into 36-inch long cells by diaphragm panels. The width, height or length of the standard gabions shall not vary more than 5 percent from the dimensions specified in these special provisions or as shown on the plans.

Empty gabion baskets shall be assembled individually and joined successively. Individual gabion mesh panels (base, front, ends, back, diaphragms, and lid) and successive gabions shall be assembled so that the strength and flexibility along the joints is comparable to a single panel.

**MATERIALS**

All materials for the gabions and gabion assembly shall conform to the provisions in these special provisions. Each shipment of gabion baskets to the project site shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

**Mesh**

At the Contractor's option, either twisted mesh or welded mesh shall be used, in conformance with Table 1 and Table 2 herein. For each standard gabion size, the same mesh style shall be used for the base, front, ends, back, diaphragms, and lid panels. Individual wires of either the twisted-mesh style or the welded-mesh style shall conform to the definitions and requirements in ASTM Designation: A 641/A 641M.

Mattress-style gabion baskets that are 12 inches and 18 inches high shall be manufactured from either 11-gage welded mesh or twisted mesh. Cubical-celled gabion baskets that are 36 inches high by 36 inches wide shall be fabricated from 11-gage twisted mesh or welded mesh gages between 11-gage and 9-gage, inclusive.

Table 1

CUBICAL-CELLED FACILITIES	
USA WIRE GAGE	MESH STYLE
11 Min to 9 Max	Welded Mesh

Table 2

MATTRESS-STYLE FACILITIES	
USA WIRE GAGE	MESH STYLE
11	Twisted Mesh
11	Welded Mesh

**GABION MESH MATERIAL PROPERTIES**

Characteristic	Test Designation	Requirement
Minimum tensile strength	ASTM A 370	60 ksi
Wire Size	USA Steel Wire Gage	9
Wire Diameter	ASTM A 641/A 641M	0.148 in.
(Minimum)	ASTM A 641/A 641M	0.144 in.
Galvanizing, Zinc	ASTM A 641/A 641M, Class 3 and ASTM A 90/A 90M	0.85 oz/ft <sup>2</sup>

Twisted-mesh wires shall form a uniform hexagonal pattern and shall be formed with a nonraveling twist. The area of the hexagonal opening shall not exceed the dimensions shown on the plans. Twisted-mesh gabion panels shall be manufactured from 11 gage wires with 9 gage selvage wires.

Welded-mesh wires shall form a grid pattern as shown on the plans. Welds shall be made by resistance welding. Welds and panels shall conform to the requirements in ASTM Designation: A 185, except weld shears shall be 600 pounds minimum for 11 gage wires and 800 pounds minimum for 9 gage wires. Resistance welding after coating the wire with zinc will be acceptable if there are no large splashes, flakes or flashes of zinc at the weld.

**Joints**

Standard tie wire and standard spiral binder shall conform to the definitions and requirements in ASTM Designation: A 641/A 641M and shall conform to the following provisions:

Characteristic	Test Designation	Requirement
Minimum Tensile Strength	ASTM A 370	60 ksi
Tie Wire		
Wire Size (Minimum)	USA Steel Wire Gage	13.5
Wire Diameter	ASTM A 641/A 641M	0.086 in.
(Minimum)	ASTM A 641/A 641M	0.082 in.
Zinc Coating	ASTM A 641/A 641M, Class 3 and ASTM A 90/A 90M	0.70 oz/ft <sup>2</sup>
Spirals		
Wire Size (Maximum)	USA Steel Wire Gage	9
Wire Diameter	ASTM A 641/A 641M	0.148 in.
(Minimum)	ASTM A 641/A 641M	0.144 in.
Zinc Coating	ASTM A 641/A 641M, Class 3 and ASTM A 90/A 90M	0.85 oz/ft <sup>2</sup>

Spiral binders shall have a 3-inch separation between continuous, successive loops.

Alternative fasteners shall have the configurations, wire diameters, and other dimensions shown on the plans. Alternative fasteners shall conform to the definitions and requirements in ASTM Designation: A 764 for "Metallic Coated Carbon Steel Wire, Coated at Size and Drawn to Size for Mechanical Springs." Interlocking fasteners shall conform to Tensile Requirement Class I, Finish 2 and shall have a Class 3 zinc coating. Overlapping fasteners shall conform to Tensile Requirement Class II, Finish 1 and shall have a Class 3 zinc coating.

**Internal Connecting Wire**

Internal connecting wires shall be 13.5-gage minimum. Each wire shall conform to the minimum requirements for standard tie wire in these special provisions and shall be installed in conformance with the provisions in these special provisions and as shown on the plans. Alternatively, at the Contractor's option, preformed stiffeners may be substituted for internal connecting wires. Preformed stiffener wire shall meet the requirements specified for standard tie wire and shall be installed in conformance with these special provisions and the manufacturer's recommendations.

**Rock Slope Protection Fabric**

Rock slope protection fabric for use with gabions shall conform to the provisions for Class 8 fabric in Section 88-1.06, "Channel and Shore Protection," of the Standard Specifications and these special provisions.



**Rock**

Rock for filling gabions, which are greater than or equal to 18 inches in height, shall vary in size and shall conform to the following:

Screen Size (inches)	Percentage Passing
12	100
4	0-5

Rock for filling gabions, which are equal to 12 inches in height, shall vary in size and shall conform to the following:

Screen Size (inches)	Percentage Passing
8	100
4	0-5

Rock shall conform to the material provisions for rock slope protection in Section 72-2.02, "Materials," of the Standard Specifications.

The minimum unit weight of a rock-filled gabion shall be 110 pounds per cubic foot. Verification of the 110 pounds per cubic foot shall be performed when ordered by the Engineer. Verification shall be performed on the smallest standard gabion size to be used on the project. The rock supplied for the project shall be used for verification. Filling shall be done using the same method intended for actual construction. The weight of a rock-filled gabion shall be determined using available certified scales. The volume for calculating the unit weight shall be determined on the theoretical volume of the standard gabion which is rock-filled and weighed.

**GRADING, EXCAVATION AND BACKFILL**

Areas where gabions are to be placed shall be constructed to the lines and grades shown on the plans and as determined by the Engineer. Excavation or backfill for achieving the required grades shall conform to the provisions for structure excavation and backfill in Section 19, "Earthwork," of the Standard Specifications.

**ROCK SLOPE PROTECTION FABRIC PLACEMENT**

Rock slope protection fabric shall be placed in conformance with the provisions in Section 72-2.025, "Rock Slope Protection Fabric" of the Standard Specifications. Rock slope protection fabric shall be placed on the subgrade, backslope, and sides of excavations. If earth fill is to be placed over the gabions, rock slope protection fabric shall be placed on top of the gabions, before placing the earth fill.

**CONSTRUCTION**

Gabions shall be assembled individually as empty units. Each gabion shall be manufactured with the necessary panels, properly spaced and secured, so that the panels can be rotated into position at the construction site with no additional tying of the rotation joint. The panels and diaphragms shall be rotated into position and joined along the vertical edges.

For twisted mesh, the joint shall be constructed using alternating double and single half hitches (locked loops) of 13.5-gage standard tie wire at 4-inch nominal spacing. Joints shall not be constructed with simple spiraling (looping without locking) of the standard tie wires.

When standard tie wire is used as a joint connector for welded mesh, the joint shall be constructed using alternating double and single half hitches (locked loops) in every mesh opening along the joint. When 9 gage spiral binders are used, the spiral shall be placed so that the spiral binder passes through each mesh opening along the joint. Both ends of all 9 gage spiral binders shall be crimped to secure the spiral in place.

Temporary fasteners may be used to hold panels wherever gabion-to-gabion joints will be constructed. Temporary fasteners may remain in place.

At the Contractor's option, interlocking fasteners or overlapping fasteners may be used for assembly of either the twisted-mesh or welded-mesh gabions. A fastener shall be placed in each mesh opening along the joint (a minimum of 10 fasteners per 40 inches).

#### **ASSEMBLY OF SUCCESSIVE GABION BASKETS (GABION-TO-GABION JOINTS)**

Gabion baskets shall be set in place. Individually constructed gabion baskets shall then be joined successively to the next gabion baskets with 13.5-gage tie wire or 9 gage standard spiral binder before filling the basket with rock. The 13.5-gage standard tie wire or 9 gage standard spiral binder shall secure, in one pass, all selvage or end wires of the panels of all adjacent baskets along the joint.

When forming successive gabion-to-gabion joints with alternative fasteners, there shall be one alternative fastener in each mesh opening. The alternative fastener shall contain and secure all the wires along the joint.

Gabion baskets shall be joined along the front, back, and ends, including the tops and bottoms of the adjacent gabions.

#### **ASSEMBLY OF MULTIPLE LAYERED GABIONS**

Multi-layered gabion configurations shall be stepped and staggered as shown on the plans or as designated by the Engineer.

When constructing multi-layered gabion configurations, each layer of gabions shall be joined to the underlying layer along the front, back, and ends.

#### **ASSEMBLY OF SHEAR KEY GABIONS**

Shear key gabions, or counterforts, shall be spaced as shown on the plans. Shear key gabions shall be tied to adjacent gabions in the manner specified for "Assembly of Successive Gabion Baskets (Gabion-to-Gabion Joints)" of these special provisions.

#### **ASSEMBLY OF TRANSITIONAL GABIONS**

To match the geometry of the planned gabion configuration, or to meet specific conditions, panels shall be folded, cut and fastened as shown on the plans or as directed by the Engineer.

#### **FILLING WITH ROCK**

Before filling each gabion basket with rock, all kinks and folds in the wire fabric shall be straightened and all successive gabions shall be properly aligned.

Rock shall be placed in the baskets to provide proper alignment, avoid bulges in the wire mesh, and provide a minimum of voids. All exposed rock surfaces shall have a smooth and neat appearance. Sharp rock edges shall not project through the wire mesh.

Internal connecting wires or preformed stiffeners shall be used to produce a flat, smooth external surface, when constructing with 18-inch or 36-inch high gabions. If the Engineer determines that there is excessive bulging or dimpling of the outside panels, the unit shall be reconstructed at the Contractor's expense.

When filling 36-inch high gabions, rock shall be placed in 3 nominal 12-inch layers to allow placement of the 13.5-gage internal connecting wires. The wires shall be fastened as shown on the plans. Alternatively, preformed stiffeners may be installed at the one-third points in conformance with the recommendations of the manufacturer, to produce a smooth external surface.

When filling 18-inch high gabions, 2 nominal 9-inch layers of rock shall be placed to allow placement of a set of internal connecting wires or preformed stiffeners. The configuration of wires shall be similar to those used on the 36-inch high gabions, except there shall be only one set of internal connecting wires instead of the 2 sets of internal connecting wires or preformed stiffeners.

The last layer of rock shall slightly overfill the gabion baskets so that the lid will rest on rock when the lid is closed.

#### **CLOSURE OF LIDS**

Lids shall be tied along the front, ends, and diaphragms in conformance with the provisions in "Assembly of Successive Gabion Baskets (Gabion-to-Gabion Joints)" of these special provisions.

#### **MEASUREMENT**

Gabions will be measured by the cubic yard as determined from the dimensions shown on the plans or the dimensions directed by the Engineer and gabions placed in excess of these dimensions will not be paid for.

#### **PAYMENT**

The contract price paid per cubic yard for Gabion (Retaining Wall No. 3) shall include full compensation for furnishing all labor, materials (including gabion baskets, rock and rock slope protection fabric), tools, equipment, and incidentals, and for doing all the work involved in constructing gabions, complete, in place, including structure excavation and backfill, drainage system as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.64 MISCELLANEOUS METAL (RETAINING WALL)**

Miscellaneous metal (retaining wall) shall conform to the provisions for miscellaneous bridge metal in Section 75, "Miscellaneous Metal," of the Standard Specifications and these special provisions.

Attention is directed to "Welding" of these special provisions.

#### **10-1.65 CORRUGATED METAL PIPE**

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

Attention is directed to "Earthwork" and "Controlled Low Strength Material" of these special provisions regarding structure backfill for pipe culverts.

Asphaltic mastic coating or polymeric sheet coating substituted for bituminous coating shall be placed on the outside and inside surfaces of the pipe.

Corrugated steel pipe shall be fabricated from zinc-coated steel sheet.

#### **10-1.66 OVERSIDE DRAIN**

Hot mix asphalt overside drains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications.

#### **10-1.67 SLOPE PROTECTION**

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications.

Slope protection shall be backfilled with native earth materials between the voids of the angular rock and compacted to 85% using hand-tamping equipment. Full compensation for furnishing all native earth materials, placing, and compacting within the slope protection shall be included in the contract price paid per cubic yard of rock slope protection, and no additional compensation will be allowed therefor.

#### **10-1.68 CHAIN LINK FENCE**

Chain link fence and gate shall be Type CL-4 and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications. Chain link fence and gate shall be black in color.

### **10-1.69 MARKERS AND DELINEATORS**

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and delineators on flexible posts shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

### **10-1.70 METAL BEAM GUARD RAILING**

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

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

Line posts shall be wood. Blocks shall be wood.

Metal beam guard railing elements and required backup plates, terminal sections, end caps, and return caps shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

#### **TRANSITION RAILING (TYPE WB)**

Transition railing (Type WB) shall be furnished and installed in conformance with details shown on the plans, the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

The 10-gage rail elements shall conform to the requirements of Class B, Type 1 thrie beam guard railing as shown in AASHTO Designation: M 180. End caps shall conform to the requirements of Class A, Type 1 thrie beam guard railing as shown in AASHTO Designation: M 180.

Surplus excavated material remaining after the transitional railing (Type WB) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

Attention is directed to the plans and "Terminal System (Type SRT)" of these special provisions. Pay limits for transition railing (Type WB) shall extend to the start of the modified terminal system (Type SRT).

The contract unit price paid for transition railing (Type WB) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing transition railing (Type WB), complete in place, including drilling holes for wood posts, driving posts, backfill, and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **TERMINAL SYSTEM (TYPE FLEAT)**

Terminal system (Type FLEAT) shall be a Flared Energy Absorbing Terminal 350 manufactured by Road Systems, Inc., located in Big Spring, Texas, and shall include items detailed for terminal system (Type FLEAT) shown on the plans. The Flared Energy Absorbing Terminal 350 can be obtained from the distributor, Universal Industrial Sales, P.O. Box 699, Pleasant Grove, UT 84062, telephone (801) 785-0505 or from the distributor, Gregory Highway Products, 4100 13<sup>th</sup> Street, S.W., Canton, OH 44708, telephone (330) 477-4800.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems furnished conform to the contract plans and specifications, conform to

the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Terminal systems shall be installed in conformance with the manufacturer's installation instructions and these requirements. Each terminal system installed shall be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

The soil tubes shall be, at the Contractor's option, driven with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted. Wood posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 149° F or less. The edges of the wood posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

The contract unit price paid for terminal system (Type FLEAT) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing terminal system (Type FLEAT), complete in place, including excavation, backfill and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **TERMINAL SYSTEM (TYPE SRT)**

Terminal system (Type SRT) shall be a modified SRT-350 Slotted Rail Terminal as manufactured by Trinity Industries, Inc., and shall include items detailed for terminal system (Type SRT) shown on the plans. The SRT-350 Slotted Rail Terminal can be obtained from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, telephone (800) 772-7976. The modified system shall be compatible with the shop-curved rail segment(s) as shown on the plans. The pay limits for terminal system (Type SRT) will vary by location and shall only include the end steel strut section and associated components (steel foundation tubes, slot guards, cable anchor and bracket, etc.), and 3/4 wrap end section.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems furnished conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Terminal systems shall be installed in conformance with the manufacturer's installation instructions and these requirements. Each terminal system installed shall be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

For terminal system (Type SRT), the steel foundation tubes with soil plates attached shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 149° F or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

The contract unit price paid for terminal system (Type SRT) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing terminal system (Type SRT), complete in place, including excavation, backfill and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10-1.71 METAL BRIDGE RAILING**

Tubular handrailing shall conform to the provisions in Section 83-1, "Railings," of the Standard Specifications.

**10-1.72 CABLE RAILING**

Cable railing shall conform to the provisions in Section 83-1, "Railings," of the Standard Specifications.

**10-1.73 CONCRETE BARRIER**

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

**10-1.74 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING**

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

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

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

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

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

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

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

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein.

**THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)**

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

Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification No. PTH-02SPRAY.

Retroreflectivity of the sprayable traffic stripes shall conform to the requirements in ASTM Designation: D 6359-99. White sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>. Yellow sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the sprayable thermoplastic traffic stripes.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Sprayable thermoplastic material shall be applied to the pavement at a minimum thickness of 0.039-inch and a minimum rate of 0.13-lb/ft. The minimum application rate is based on a solid stripe of 4 inches in width.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 351° F and 401° F, unless a different temperature is recommended by the manufacturer.

Sprayable thermoplastic traffic stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Sprayable thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 4-inch wide yellow stripes, will be measured as one traffic stripe.

The contract price paid per linear foot for thermoplastic traffic stripe shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.75 PAVEMENT MARKERS**

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

**SECTION 11 (BLANK)**

**SECTION 12 (BLANK)**

**SECTION 13 (BLANK)**

**SECTION 14 (BLANK)**

**APPENDIX A**  
**to the contract documents for**  
**Green Valley Road at Weber Creek Bridge Replacement Project**  
**Contract No. PW 13-30685 / CIP No. 77114**

**AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS**



**AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS  
 UPDATED OCTOBER 19, 2012  
 SECTION 0 GLOBAL REVISIONS  
 (Issued 01-20-12)**

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

Term	Interpretation	Conditions
AC	HMA	1. Where AC means asphalt concrete 2. Except where existing AC is described
Asphalt concrete	Hot mix asphalt	Except where existing asphalt concrete is described
Class 1 concrete	Concrete containing not less than 675 pounds of cementitious material per cubic yard	--
Class 2 concrete	Concrete containing not less than 590 pounds of cementitious material per cubic yard	--
Class 3 concrete	Concrete containing not less than 505 pounds of cementitious material per cubic yard	--
Class 4 concrete	Concrete containing not less than 420 pounds of cementitious material per cubic yard	--
Clause providing an option to use either a class concrete or minor concrete	Use minor concrete	--
Clause referring to a delay as a right-of-way delay	Delay under Section 8-1.09, "Delays"	--
Contact joint	Construction joint	--
Controlling operation	Controlling activity	--
Engineer's Estimate	Verified Bid Item List	--
Engineering fabrics	Geosynthetics	--
Notice to Contractors	Notice to Bidders	--
Partial payments	Progress payments	Except in Section 9-1.07D, "Mobilization"
PCC pavement	Concrete pavement	Except where existing PCC pavement is described
Portland cement concrete pavement	Concrete pavement	Except where existing portland cement concrete pavement is described
Project information	Supplemental project information	Except in "Contract Project Information Signs"
Reference to a working day or non-working day under Section 8-1.06, "Time of Completion"	Working day as defined in Section 1-4.02, "Glossary"	--
Section 9-1.015	Section 9-1.01C	--
Section 86, "Signal, Lighting and Electrical Systems"	Section 86, "Electrical Systems"	--
Section 86-2.08, "Conductors"	Section 86-2.08, "Conductors and Cables"	--
Section 86-5.01A(5), "Installation Details"	Section 86-5.01A(4),	--



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

## **1-2 REFERENCES**

### **1-2.01 REFERENCES**

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

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

A reference within parentheses to a law or regulation is included in the contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist.

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

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

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

## 1-3 ABBREVIATIONS AND MEASUREMENT UNITS

### 1-3.01 ABBREVIATIONS

#### Abbreviations

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

### 1-3.02 MEASUREMENT UNITS

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

### 1-4 DEFINITIONS

#### 1-4.01 GENERAL

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

#### 1-4.02 GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**contract item:** Bid item.

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

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

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

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

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

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

**Director:** Department's Director.

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

**Disadvantaged Business Enterprise:** Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

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

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

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

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

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

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

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

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

**holiday:**

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

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

**idle equipment:** Equipment:

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

**informal-bid contract:** Contract that has "Informal Bid Authorized by Pub Cont Code §10122" on the cover of the Notice to Bidders and Special Provisions.

**Information Handout:** Supplemental project information furnished to bidders as a handout.

**laboratory:** Laboratory authorized by the Department to test materials.

**liquidated damages:** Amount prescribed in the specifications, pursuant to the authority of Pub Cont Code § 10226, to be paid to the State or to be deducted for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

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

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

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

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

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

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

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

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

**permitted biological activities:** Monitoring, surveying, or other practices that require a take permit and project specific permission from U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or Memorandum of Understanding with Department of Fish and Game.

**plans:** Official project plans and Standard Plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the plans.

In the above definition, the following terms are defined as follows:

**Standard Plans:** Standard Plans issued by the Department.

**project plans:** Specific details and dimensions peculiar to the work supplemented by the Standard Plans insofar as the same may apply.

**protective radius:** Minimum distance between construction activities and regulated species.

**regulated species:** Any species protected by one or any combination of the following:

1. Federal Endangered Species Act of 1973, 16 USC §1531 et seq.
2. California Endangered Species Act, Fish & Game Code §§2050–2115.5
3. Fish & Game Code §§1600–1616
4. National Environmental Policy Act, 42 USC §4321 et seq.
5. California Environmental Quality Act, Pub Res Code § 21000 et.seq.
6. Other law or regulation that governs activities that affect species or their habitats.

**roadbed:** Area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or pavement is placed. Where

the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.

**roadway:** Highway portion included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

**routine biological activities:** Biological monitoring, surveying, or other activity that does not require a take permit from the U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or Memorandum of Understanding with Department of Fish and Game.

**service-approved biologist:** Biologist whose activities must be approved by a state or federal agency as provided in PLACs.

**shoulder:** Roadway portion contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**small tool:** Tool or piece of equipment not listed in Labor Surcharge and Equipment Rental Rates that has a replacement value of \$500 or less.

**special provisions:** Specific clauses setting forth conditions or requirements peculiar to the work and supplementary to these Standard Specifications. The Department's publication titled "Labor Surcharge And Equipment Rental Rates" is part of the special provisions.

**specifications:** Directions, provisions, and requirements contained in these Standard Specifications, Amendments to the Standard Specifications, and the special provisions. Where the term "these specifications" or "these Standard Specifications" is used in this book, it means the provisions set forth in this book.

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

**Structure Design:** Offices of Structure Design of the Department.

**subbase:** Layer of specified material of planned thickness between a base and the basement material.

**subgrade:** Roadbed portion on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

**substructure:** Bridge portions below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges are portions of the substructure.

**superstructure:** Bridge portion except the bridge substructure.

**supplemental project information:** Information relevant to the project, specified as supplemental project information, and made available to bidders.

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

**take:** Legal definition regarding harm to listed species as defined in 16 USC §1532 and Fish & Game Code § 86.

**take permit:** Permit granted by the US Fish and Wildlife Service or by the NOAA Fisheries that allows take of federal listed species under 16 USC §1539 or by the Department of Fish & Game that allows take of state listed species under to Fish & Game Code § 2081.

**traffic lane:** Portion of a traveled way for the movement of a single line of vehicles.

**traveled way:** Portion of the roadway for the movement of vehicles, exclusive of shoulders.

**total bid:** Sum of the item totals as verified by the Department; original contract price.

**withhold:** Money temporarily or permanently taken from progress payment. Withholds are not retentions under Pub Cont Code § 7107.

**work:** All the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments, or extensions to it made by contract change order or other written orders of the Engineer.

**working day:** Time measure unit for work progress. A working day is any day except:

1. Saturdays and holidays
2. A day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:
  - 2.1. Adverse weather-related conditions that cause you to dismiss the crew
  - 2.2. Maintaining traffic under the contract
  - 2.3. The Engineer's direction to suspend the controlling activities for reasons unrelated to your performance
  - 2.4. An unanticipated event not caused by either party such as:
    - 2.4.1. Act of God (Pub Cont Code § 7105)
    - 2.4.2. Act of a public enemy
    - 2.4.3. Epidemic



- 2.4.4. Fire
- 2.4.5. Flood
- 2.4.6. Governor-declared state of emergency
- 2.4.7. Landslide
- 2.4.8. Quarantine restriction

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

- 2.5.1. Industry or area-wide labor strike
- 2.5.2. Material shortage
- 2.5.3. Freight embargo
- 2.5.4. Jurisdictional requirement of a law enforcement agency
- 2.5.5. Workforce labor dispute of a utility or non-highway facility owner resulting in a utility or non-highway facility reconstruction not described and not solely for the Contractor's convenience

## 1-5 DISTRICTS

### District Composition and Office Addresses

District	Counties	Location Address	Mailing Address
1	Del Norte (DN), Humboldt (Hum), Lake (Lak), Mendocino (Men)	1656 UNION ST EUREKA, CA	PO BOX 3700 EUREKA CA 95502
2	Lassen (Las), Modoc (Mod), Plumas (Plu), Shasta (Sha), Siskiyou (Sis), Tehama (Teh), Trinity (Tri)	1657 RIVERSIDE DR REDDING, CA	PO BOX 496073 REDDING CA 96049-6073
3	Butte (But), Colusa (Col), El Dorado (ED), Glenn (Gle), Nevada (Nev), Placer (Pla), Sacramento (Sac), Sierra (Sie), Sutter (Sut), Yolo (Yol), Yuba (Yub)	703 B ST MARYSVILLE, CA	703 B ST MARYSVILLE CA 95901
4	Alameda (Ala), Contra Costa (CC), Marin (Mrn), Napa (Nap), San Francisco (SF), San Mateo (SM), Santa Clara (SCI), Solano (Sol), Sonoma (Son)	111 GRAND AVE OAKLAND, CA	PO BOX 23660 OAKLAND CA 94623-0660
5	Monterey (Mon), San Benito (SBt), San Luis Obispo (SLO), Santa Barbara (SB), Santa Cruz (SCr)	50 HIGUERA ST SAN LUIS OBISPO, CA	50 HIGUERA ST SAN LUIS OBISPO CA 93401-5415
6	Fresno (Fre), Kern (Ker), Kings (Kin), Madera (Mad), Tulare (Tul)	1352 W. OLIVE AVE FRESNO, CA	PO BOX 12616 FRESNO CA 93728-2616
7	Los Angeles (LA), Ventura (Ven)	100 S. MAIN ST LOS ANGELES	100 S MAIN ST LOS ANGELES CA 90012
8	Riverside (Riv), San Bernardino (SBd)	464 W 4TH ST SAN BERNARDINO, CA	464 W 4TH ST SAN BERNARDINO CA 92401-1400
9	Inyo (Iny), Mono (Mno)	500 S MAIN ST BISHOP, CA	500 S MAIN ST BISHOP CA 93514-3423
10	Alpine (Alp), Amador (Ama), Calaveras (Cal), Mariposa (Mpa), Merced (Mer), San Joaquin (SJ), Stanislaus (Sta), Tuolumne (Tuo)	1976 E CHARTER WAY STOCKTON, CA	PO BOX 2048 STOCKTON CA 95201
11	Imperial (Imp), San Diego (SD)	4050 TAYLOR ST SAN DIEGO, CA	4050 TAYLOR ST SAN DIEGO CA 92110-2737
12	Orange (Ora)	3347 MICHELSON DR STE 100 IRVINE, CA	3347 MICHELSON DR STE 100 IRVINE CA 92612-0661

A project with work in District 1, 2, or 3 is a North Region project. For Districts 1, 2, and 3, interpret each reference to the district office as the North Region office. The North Region office address is the District 3 address.

**1-6 WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS**

**Web Sites, Addresses, and Telephone Numbers**

Agency, Department Unit, or Reference	Web Site	Address	Telephone No.
Bidders' Exchange	<a href="http://www.dot.ca.gov/hq/esc/oe/bidex">www.dot.ca.gov/hq/esc/oe/bidex</a>	MSC 26 BIDDERS' EXCHANGE DEPARTMENT OF TRANSPORTATION 1727 30TH ST SACRAMENTO CA 95816-7005	(916) 227-6259
Department	<a href="http://www.dot.ca.gov">www.dot.ca.gov</a>		
Department of General Services, Office of Small Business and DVBE Services	<a href="http://www.pd.dgs.ca.gov/smbus/default.htm">www.pd.dgs.ca.gov/smbus/default.htm</a>	OFFICE OF SMALL BUSINESS AND DVBE SERVICES DEPARTMENT OF GENERAL SERVICES 707 3RD ST WEST SACRAMENTO CA 95605-2811	(800) 559-5529 (916) 375-4940
Department of Industrial Relations	<a href="http://www.dir.ca.gov">www.dir.ca.gov</a>		
Department of Industrial Relations, Division of Apprenticeship Standards		455 GOLDEN GATE AVENUE SAN FRANCISCO, CA 94102	
Division of Accounting, Office of External Accounts Payable	<a href="http://www.dot.ca.gov/hq/asc/oap/payments/contact.htm#compets1">http://www.dot.ca.gov/hq/asc/oap/payments/contact.htm#compets1</a>	MAJOR CONSTRUCTION PAYMENT AND INFORMATION UNIT OFFICE OF EXTERNAL ACCOUNTS PAYABLE DIVISION OF ACCOUNTING DEPARTMENT OF TRANSPORTATION P.O. BOX 168043 SACRAMENTO, CA 95816-8043	(916) 227-9013
Office Engineer		MSC 43 OFFICE ENGINEER DEPARTMENT OF TRANSPORTATION 1727 30TH ST SACRAMENTO CA 95816-7005	
Office Engineer--All Projects Currently Advertised	<a href="http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php">http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php</a>		
Offices of Structure Design, Documents Unit		MSC 9-4/4I DOCUMENTS UNIT OFFICES OF STRUCTURE DESIGN DEPARTMENT OF TRANSPORTATION 1801 30TH ST SACRAMENTO CA 95816-7006	(916) 227-0716
Publication Distribution Unit		PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DRIVE SACRAMENTO CA 95815-3800	

Transportation Laboratory		MATERIALS AND ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227-7000
Department's Pre-Qualified Products List	<a href="http://www.dot.ca.gov/hq/esc/approved_products_list">http://www.dot.ca.gov/hq/esc/approved_products_list</a>		

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**SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS**  
**(Issued 01-20-12)**

**Replace Section 2 with:**  
**SECTION 2 BIDDING**

**2-1.01 GENERAL**

Section 2, "Bidding," includes specifications related to bid eligibility and the bidding process.

**2-1.02 BID INELIGIBILITY**

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submit a bid
2. Subcontract for a part of the work
3. Supply materials

**2-1.03 BID DOCUMENTS**

**2-1.03A General**

Standard Specifications and Standard Plans may be viewed at the Department's Web site and may be purchased at the Publication Distribution Unit.

Special provisions, Amendments to the Standard Specifications, and project plans may be viewed at the Bidders' Exchange. To obtain bid books, submit a request to the Bidders' Exchange. For an informal-bid contract, you may also obtain special provisions, Amendments to the Standard Specifications, and project plans at the Bidders' Exchange.

**2-1.03B Supplemental Project Information**

Logs of test borings attached to the project plans are supplemental project information. The Department makes other supplemental information available as specified in the special provisions.

If an Information Handout or cross sections are available:

1. You may view them at the Office Engineer--All Projects Currently Advertised Web site
2. For an informal-bid contract, you may obtain them at the Bidders' Exchange street address

If rock cores are available for inspection, you may view them by sending a request to [Coreroom@dot.ca.gov](mailto:Coreroom@dot.ca.gov). If other supplemental project information is available for inspection, you may view it by phoning in a request. Make your request at least 7 days before viewing. Include in your request:

1. District-County-Route
2. Contract number
3. Viewing date
4. Contact information, including telephone number.

For rock cores, also include the bridge number in your request.

If bridge as-built drawings are available:

1. For a project in District 1 through 6 or 10, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357
2. For a project in District 7, 8, 9, 11, or 12, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357, and they are available at the Office of Structure Maintenance and Investigations, Los Angeles, CA, telephone (213) 897-0877

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust dimensions of the work to fit existing conditions.

## **2-1.04–2-1.10 RESERVED**

### **2-1.11 JOB SITE AND DOCUMENT EXAMINATION**

Examine the job site and bid documents.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

### **2-1.12 BID DOCUMENT COMPLETION**

#### **2-1.12A General**

Complete forms in the Bid book.

Except for the bid item number and the percentage of each item subcontracted, do not fax submittals.

#### **2-1.12B Bid Item List and Bid Comparison**

Submit a bid based on the work item quantities the Department shows in the Bid Item List.

For a lump sum based bid, the Department compares bids based on the total price.

For a unit price based bid, the Department compares bids based on the sum of the item totals.

For a cost plus time based bid, the Department compares bids based on the sum of the item totals and the total bid for time. If your bid for time exceeds the number of working days described in the Notice to Bidders, your bid is nonresponsive.

#### **2-1.12C Subcontractor List**

In the Subcontractor List, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.)

The Subcontractor List must show the name, address, and work portions to be performed by each subcontractor listed. Show work portion by bid item number, description, and percentage of each bid item subcontracted.

On the Subcontractor List you may either submit each subcontracted bid item number and corresponding percentage with your bid or fax these numbers and percentages to (916) 227-6282 within 24 hours after bid opening. Failure to do so results in a nonresponsive bid.

### **2-1.13 BIDDER'S SECURITY**

Submit your bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Bidder's bond signed by a surety insurer who is licensed in California

Make checks and bonds payable to the Department of Transportation.

If using a bidder's bond, you may use the form in the Bid book. If you do not use the form in the Bid book, use a form containing the same information.

**2-1.14 BID SUBMITTAL**

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

**2-1.15 BID WITHDRAWAL**

An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid.

After the bid opening time, you cannot withdraw a bid.

**2-1.16 BID OPENING**

The Department publicly opens and reads bids at the time and place described in the Notice to Bidders.

**2-1.17 BID REJECTION**

The Department may reject:

1. All bids
2. A nonresponsive bid

**2-1.18 BID RELIEF**

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the Office Engineer. For Relief of Bid Request form, go to:

[http://www.dot.ca.gov/hq/esc/oe/contractor\\_info/relief.pdf](http://www.dot.ca.gov/hq/esc/oe/contractor_info/relief.pdf)

**2-1.19 SUBMITTAL FAILURE HISTORY**

The Department considers a bidder's past failure to submit documents required after bid opening in determining a bidder's responsibility.

**2-1.20 BID RIGGING**

Section 2-1.20, "Bid Rigging," applies to a Federal-aid contract.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available Monday through Friday between 11:00 a.m. and 8:00 p.m. and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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**SECTION 3 AWARD AND EXECUTION OF CONTRACT  
(Issued 10-19-12)**

**Replace Section 3 with:**

**SECTION 3 CONTRACT AWARD AND EXECUTION**

**3-1.01 SCOPE**

Section 3, "Contract Award and Execution," includes specifications related to contract award and execution.

**3-1.02 CONTRACT AWARD**

Submit any bid protest to the Office Engineer.

If the Department awards the contract, the award is made to the lowest responsible bidder within the number of days shown in the following table:

<b>Contract Award Period</b>	
Days (after bid opening)	Project Estimated Cost shown in the Notice to Bidders
30	< \$200 million
60	≥ \$200 million

The Department may extend the specified award period if the bidder agrees.

You may request to extend the award period by faxing a request to (916) 227-6282 before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

**3-1.03 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

The successful bidder must furnish:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least 50 percent of the total bid.

The Department furnishes the successful bidder with the bond forms.

**3-1.04 CONTRACTOR LICENSE**

For a Federal-aid contract, the Bidder must be properly licensed (Pub Cont Code § 10164) from contract award through contract acceptance.

For a non-Federal-aid contract:

1. The Bidder must be properly licensed from bid opening through contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

**3-1.05 INSURANCE POLICIES**

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 7-1.12, "Indemnification and Insurance." Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.

3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

### **3-1.06 FORM FHWA-1273**

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.50A.

### **3-1.07–3-1.08 RESERVED**

### **3-1.09 CONTRACT EXECUTION**

The successful bidder must sign the contract and return it, including the attached form FHWA-1273, to the Office Engineer along with:

1. Contract bonds
2. Documents identified in Section 3-1.05, "Insurance Policies"

For an informal-bid contract, the Office Engineer must receive these documents before the 5th business day after the bidder receives the contract. For all other contracts, the Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

The following is a copy of the Contract form:





STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. \_\_\_\_\_

This contract is entered into between the State of California's Department of Transportation and the Contractor named below:

\_\_\_\_\_  
CONTRACTOR'S NAME

The parties agree to comply with the terms of the following exhibits that are by this reference made a part of this contract.

- Exhibit A - Bid book dated \_\_\_\_\_
- Exhibit B - Notice to Bidders and Special Provisions dated \_\_\_\_\_
- Exhibit C - Project Plans approved \_\_\_\_\_
- Exhibit D - Standard Specifications dated \_\_\_\_\_
- Exhibit E - Standard Plans dated \_\_\_\_\_
- Exhibit F - Addenda \_\_\_\_\_

Exhibits A, B, C, and F are those exhibits identified with the same contract number as this contract.

**This contract has been executed by the following parties:**

\_\_\_\_\_  
**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
FEDERAL EMPLOYER IDENTIFICATION NUMBER	LICENSE NUMBER

\_\_\_\_\_  
**DEPARTMENT OF TRANSPORTATION**

BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	

**This contract has been certified as complying with the State Contract Act:**

BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**3-1.10 BIDDERS' SECURITIES**

The Department keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect (Pub Cont Code § 10184).

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**SECTION 4 SCOPE OF WORK**  
**(Issued 06-05-09)**

**Add to Section 4-1.01:**

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

**Add:**

**4-1.015 PROJECT DESCRIPTION**

Construct the work described in the special provisions and on project plans and by the bid items. The special provisions, project plans, and bid item descriptions set forth the specifications that apply.

**Replace Section 4-1.03 with:**

**4-1.03 CHANGES**

**4-1.03A General**

The Department may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Contract Change Order.

A Contract Change Order is approved when the Department signs the Contract Change Order.  
 Submit detailed cost data for a payment adjustment for:

1. Request for a payment adjustment for a bid item
2. Payment adjustment resulting from a change of more than 25 percent in the bid item's quantity if requested

If ordered, start the work before receipt of an approved Contract Change Order.  
 You may protest a Contract Change Order.

**4-1.03B Increased or Decreased Quantities**

The Department adjusts payment for changed quantities and eliminated items under Section 9-1.05, "Changed Quantity Payment Adjustments."

**4-1.03C Changes in Character of Work**

The Department adjusts payment for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications
3. No approved Contract Change Order addresses the payment

The Department adjusts the payment under Section 9-1.06, "Work-Character Changes."

**4-1.03D Extra Work**

The Department classes new and unforeseen work as extra work if the Engineer determines that the work is not covered by any of the various items for which there is a bid price or by combinations of those items. If portions of this

work are covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans or specifications.

**Add:**

**4-1.035 VALUE ENGINEERING**

**4-1.035A General**

Reserved

**4-1.035B Value Engineering Change Proposal**

You may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Department and other agencies

The VECP must not impair the project's essential functions or characteristics, such as:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the contract specifications and drawing details for performing the work and the proposed changes.
2. Itemization of contract specifications and drawing details that would be changed.
3. Detailed cost estimate for performing the work under the existing contract and under the proposed change. Determine the estimates under Section 9-1.03, "Force Account Payment."
4. Deadline for the Engineer to decide on the changes.
5. Bid items affected and resulting quantity changes.

The Department is not required to consider a VECP. If a VECP is similar to a change in the plans or specifications being considered by the Department at the time the proposal is submitted or if the proposal is based on or similar to drawings or specifications adopted by the Department before Contract award, the Department does not accept the VECP and may make these changes without VECP payments.

Until the Department approves a change order incorporating the VECP or parts of it, continue to perform the work under the contract. If the Department does not approve a change order before the deadline stated in the VECP or other date you subsequently stated in writing, the VECP is rejected. The Department does not adjust time or payment for a rejected VECP.

The Department decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Department may require you to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Department considers the VECP and deducts the agreed cost.

If the Department accepts the VECP or parts of it, the Department issues a change order that:

1. Incorporates changes in the contract necessary to implement the VECP or the parts adopted
2. Includes the Department's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Department to pay you 50 percent of the estimated net savings

In determining the estimated net construction-cost savings, the Department excludes your VECP preparation cost and the Department's VECP investigation cost, including parts paid by you.

If a VECP providing for a reduction in working days is accepted by the Department, 50 percent of the reduction is deducted from contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Department, the Department pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing contract and the proposed change, including estimates of the traffic volumes and congestion.

The Department may apply an accepted VECP for general use on other contracts.

If an accepted VECP is adopted for general use, the Department pays only the contractor who first submitted the VECP and only to the contracts awarded to that contractor before the submission of the accepted VECP.

If the Department does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

#### **4-1.035C Value Analysis Workshop**

Section 4-1.035C, "Value Analysis Workshop," applies to a non-building-work contract with a total bid of over \$5 million.

You may request a value analysis workshop by submitting a request after contract approval.

The Department offers a value analysis workshop to:

1. Identify value enhancing opportunities
2. Consider changes to the contract that will reduce the total cost of construction, construction activity duration, or traffic congestion without impairing the essential functions specified for a VECP in Section 4-1.035B, "Value Engineering Change Proposal."

If the request is authorized, you and the Engineer:

1. Schedule a value analysis workshop
2. Select a facilitator and workshop site
3. Agree to other workshop administrative details

The workshop must be conducted under the methods described in the Department's Value Analysis Team Guide available at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator must be a certified value specialist as recognized by the Society of American Value Engineers.

The Department reimburses you for 1/2 of the workshop cost. The workshop cost is the sum of the workshop-facilitator cost and the workshop-site cost. The Department determines the workshop cost based on the facilitator and workshop-site invoice prices minus any available or offered discounts. The Department does not pay you for any other associated costs.

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### **SECTION 5 CONTROL OF WORK (Issued 06-01-11)**

**Add:**

**5-1.005 GENERAL**

Failure to comply with any specification part is a waiver of your right to an adjustment of time and payment related to that part.

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

The Engineer furnishes the following in writing:

1. Approvals
2. Authorizations
3. Certifications
4. Decisions
5. Notifications
6. Orders
7. Responses

The Contractor must furnish the following in writing:

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

The Department rejects a form if it has any error or any omission.

Convert foreign language documents to English.

Use contract administration forms available at the Department's Web site.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

**Add to 5-1.01:**

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

**Add:**

**5-1.011 PROTESTS**

You may protest an Engineer's decision by submitting an RFI under Section 5-1.145, "Requests for Information."

**Add:**

**5-1.012 PARTNERING**

**5-1.012A General**

The Department strives to work cooperatively with all contractors; partnering is our way of doing business. The Department encourages project partnering among the project team, made up of significant contributors from the Department and the Contractor, and their invited stakeholders.

For a project with a total bid greater than \$1 million, professionally facilitated project partnering is encouraged.

For a project with a total bid greater than \$10 million, professionally facilitated project partnering is required.

In implementing project partnering, you and the Engineer manage the contract by:

1. Using early and regular communication with involved parties
2. Establishing and maintaining a relationship of shared trust, equity, and commitment
3. Identifying, quantifying, and supporting attainment of mutual goals
4. Developing strategies for using risk management concepts

5. Implementing timely communication and decision making
6. Resolving potential problems at the lowest possible level to avoid negative impacts
7. Holding periodic partnering meetings and workshops as appropriate to maintain partnering relationships and benefits throughout the life of the project
8. Establishing periodic joint evaluations of the partnering process and attainment of mutual goals

Partnering does not void any contract part.

The Department's "Field Guide to Partnering on Caltrans Construction Projects" current at the time of bid is available to the project team as reference. This guide provides structure, context, and clarity to the partnering process requirements. This guide is available at the Department's Partnering Program website:

<http://www.dot.ca.gov/hq/construc/partnering.html>

In implementing project partnering, the project team must:

1. Create a partnering charter that includes:
  - 1.1. Mutual goals, including core project goals and may also include project-specific goals and mutually supported individual goals.
  - 1.2. Partnering maintenance and close-out plan.
  - 1.3. Dispute resolution plan that includes a dispute resolution ladder and may also include use of facilitated dispute resolution sessions.
  - 1.4. Team commitment statement and signatures.
2. Participate in monthly partnering evaluation surveys to measure progress on mutual goals and may also measure short-term key issues as they arise.
3. Evaluate the partnering facilitator on Forms CEM-5501 and CEM-5502. The Engineer provides the evaluation forms to the project team and collects the results. The Department makes evaluation results available upon request. Facilitator evaluations must be completed:
  - 3.1. At the end of the initial partnering workshop on Form CEM-5501.
  - 3.2. At the end of the project close-out partnering workshop on Form CEM-5502.
4. Conduct a project close-out partnering workshop.
5. Document lessons learned before contract acceptance.

#### **5-1.012B Partnering Facilitator, Workshops, and Monthly Evaluation Surveys**

The Engineer sends you a written invitation to enter into a partnering relationship after contract approval. Respond within 15 days to accept the invitation and request the initial and additional partnering workshops. After the Engineer receives the request, you and the Engineer cooperatively:

1. Select a partnering facilitator that offers the service of a monthly partnering evaluation survey with a 5-point rating and agrees to follow the Department's "Partnering Facilitator Standards and Expectations" available at the Department's Partnering Program website
2. Schedule initial partnering workshop
3. Determine initial workshop site and duration
4. Agree to other workshop administrative details

Additional partnering workshops and sessions are encouraged throughout the life of the project as determined necessary by you and the Engineer, recommended quarterly.

#### **5-1.012C Training in Partnering Skills Development**

For a project with a total bid of \$25 million or greater, training in partnering skills development is required.

For a project with a total bid between \$10 million and \$25 million, training in partnering skills is optional.

You and the Engineer cooperatively schedule the training session and select a professional trainer, training site, and 1 to 4 topics from the following list to be covered in the training:

1. Active Listening
2. Building Teams
3. Change Management
4. Communication
5. Conflict Resolution
6. Cultural Diversity
7. Dealing with Difficult People
8. Decision Making
9. Effective Escalation Ladders
10. Emotional Intelligence
11. Empathy
12. Ethics
13. Facilitation Skills
14. Leadership
15. Partnering Process and Concepts
16. Project Management
17. Project Organization
18. Problem Solving
19. Running Effective Meetings
20. Time Management
21. Win-Win Negotiation

Before the initial partnering workshop, the trainer conducts a 1-day training session in partnering skills development for the Contractor's and the Engineer's representatives. This training session must be a separate session from the initial partnering workshop and must be conducted locally. The training session must be consistent with the partnering principles under the Department's "Field Guide to Partnering on Caltrans Construction Projects."

Send at least 2 representatives to the training session. One of these must be your assigned representative as specified in Section 5-1.06, "Superintendence," of the Standard Specifications.

#### **5-1.012D Payment**

The Department pays you for:

1. 1/2 of partnering workshops and sessions based on facilitator and workshop site cost
2. 1/2 of monthly partnering evaluation survey service cost
3. Partnering skills development trainer and training site cost

The Department determines the costs based on invoice prices minus any available or offered discounts. The Department does not pay markups on these costs.

The Department does not pay for wages, travel expenses, or other costs associated with the partnering workshops and sessions, monthly partnering evaluation surveys, and training in partnering skills development.

#### **Add:**

#### **5-1.015 RECORDS**

##### **5-1.015A General**

Reserved

##### **5-1.015B Record Retention**

Retain project records from bid preparation through:

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

For at least 3 years after the later of these, retain cost records, including records of:

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

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

#### **5-1.015C Record Inspection, Copying, and Auditing**

Make your records available for inspection, copying, and auditing by State representatives for the same time frame specified under Section 5-1.015B, "Record Retention." The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier when the audit is to start.

#### **5-1.015D Cost Accounting Records**

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Work performed by change order other than extra work. Distinguish this work by:
  - 2.1. Bid item prices
  - 2.2. Force account
  - 2.3. Agreed price
3. Extra work. Distinguish extra work by:
  - 3.1. Bid item prices
  - 3.2. Force account
  - 3.3. Agreed price
  - 3.4. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and corresponding vendor's invoice copies
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
  - 6.1. Size
  - 6.2. Type
  - 6.3. Identification number
  - 6.4. Hours operated

#### **5-1.015E Extra Work Bills**

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

Within 7 days after performing the work, submit extra work bills using the Department's Internet extra work billing system.



The Contractor submitting and the Engineer approving an extra work bill using the Internet force account work billing system is the same as each party signing the bill.

The Department provides billing system:

1. Training within 30 days of your written request
2. Accounts and user identification to your assigned representatives after a representative has received training

Each representative must maintain a unique password.

**Replace Section 5-1.04 with:**

**5-1.04 CONTRACT COMPONENTS**

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

If a discrepancy exists:

1. The governing ranking of contract parts in descending order is:
  - 1.1. Special provisions
  - 1.2. Project plans
  - 1.3. Revised Standard Plans
  - 1.4. Standard Plans
  - 1.5. Amendments to the Standard Specifications
  - 1.6. Standard Specifications
  - 1.7. Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

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

**Add:**

**5-1.055 SUBCONTRACTING**

**5-1.055A General**

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

If you violate Pub Cont Code § 4100 et seq., the Department may exercise the remedies provided under Pub Cont Code § 4110. The Department may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators.

Each subcontract must comply with the contract.

The Department encourages you to include a dispute resolution process in each subcontract.

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

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

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

**Replace Section 5-1.07 with:**

**5-1.07 LINES AND GRADES**

The Engineer places stakes and marks under Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

Submit your request for Department-furnished stakes:

1. On a Request for Construction Stakes form. Ensure:
  - 1.1. Requested staking area is ready for stakes
  - 1.2. You use the stakes in a reasonable time
2. A reasonable time before starting an activity using the stakes

Establish priorities for stakes and note priorities on the request.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

**Replace Section 5-1.10 with:**

**5-1.10 EQUIPMENT**

Clearly stencil or stamp at a clearly visible location on each piece of equipment except hand tools an identifying number and:

1. On compacting equipment, its make, model number, and empty gross weight that is either the producer's rated weight or the scale weight
2. On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and producer's rated capacity

Submit a list:

1. Describing each piece of equipment
2. Showing its identifying number

Upon request, submit producer's information that designates portable vehicle scale capacities.

For proportioning materials, use measuring devices, material plant controllers, and undersupports complying with Section 9-1.01B, "Weighing Equipment and Procedures."

Measuring devices must be tested and approved under California Test 109 in the Department's presence by any of the following:

1. County Sealer of Weights and Measures
2. Scale Service Agency
3. Division of Measurement Standards Official

The indicator over-travel must be at least 1/3 of the loading travel. The indicators must be enclosed against moisture and dust.

Group measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

**Replace Section 5-1.116 with:**

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

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

Promptly notify the Engineer if you find either of the following:

1. Physical conditions differing materially from either of the following:

- 1.1. Contract documents
  - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to notify the Engineer promptly, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

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

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

You may protest the Engineer's decision.

#### **Replace Section 5-1.14 with:**

#### **5-1.14 COST REDUCTION INCENTIVE**

Comply with Section 4-1.035B, "Value Engineering Change Proposal."

#### **Add:**

#### **5-1.145 REQUESTS FOR INFORMATION**

Submit an RFI upon recognition of any event or question of fact arising under the Contract.

The Engineer responds to the RFI within 5 days. Proceed with the work unless otherwise ordered. You may protest the Engineer's response by:

1. Submitting an Initial Potential Claim Record within 5 days after receipt of the Engineer's response
2. Complying with Section 5-1.146, "Potential Claims and Dispute Resolution"

#### **Add:**

#### **5-1.146 POTENTIAL CLAIMS AND DISPUTE RESOLUTION**

##### **5-1.146A General**

Minimize and mitigate impacts of potentially claimed work or event.

For each potential claim, assign an identification number determined by chronological sequencing and the 1st date of the potential claim.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record
2. Supplemental Potential Claim Record
3. Full and Final Potential Claim Record

Failure to comply with this procedure is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure
2. Bar to arbitration (Pub Cont Code § 10240.2)

### **5-1.146B Initial Potential Claim Record**

Submit an Initial Potential Claim Record within 5 days of the Engineer's response to the RFI or within 5 days from the date when a dispute arises due to an act or failure to act by the Engineer. The Initial Potential Claim Record establishes the claim nature and circumstances. The claim nature and circumstances must remain consistent.

The Engineer responds within 5 days of the date of the Initial Potential Claim Record. Proceed with the potentially claimed work unless ordered.

Within 20 days of a request, provide access to the project records determined necessary by the Engineer to evaluate the potential claim.

### **5-1.146C Supplemental Potential Claim Record**

Within 15 days of submitting the Initial Potential Claim Record, submit a Supplemental Potential Claim Record including:

1. Complete nature and circumstances causing the potential claim or event
2. Contract specifications supporting the basis of a claim
3. Estimated claim cost and an itemized breakdown of individual costs stating how the estimate was determined
4. TIA

The Engineer evaluates the Supplemental Potential Claim Record and furnishes you a response within 20 days of submittal. If the estimated cost or effect on the scheduled completion date changes, update the Supplemental Potential Claim Record information as soon as the change is recognized and submit this information.

### **5-1.146D Full and Final Potential Claim Record**

Notify the Engineer within 10 days of the completion date of the potentially claimed work. The Engineer approves this completion date or notifies you of a revised date.

Within 30 days of the completion of the potentially claimed work, submit a Full and Final Potential Claim Record including:

1. A detailed factual account of the events causing the potential claim, including:
  - 1.1. Necessary dates
  - 1.2. Locations
  - 1.3. Work items affected by the potential claim
2. The Contract documents supporting the potential claim and a statement of the reasons these parts support entitlement
3. If a payment adjustment is requested, an itemized cost breakdown. Segregate costs into the following categories:
  - 3.1. Labor, including:
    - 3.1.1. Individuals
    - 3.1.2. Classifications
    - 3.1.3. Regular and overtime hours worked
    - 3.1.4. Dates worked
  - 3.2. Materials, including:
    - 3.2.1. Invoices
    - 3.2.2. Purchase orders
    - 3.2.3. Location of materials either stored or incorporated into the work
    - 3.2.4. Dates materials were transported to the job site or incorporated into the work
  - 3.3. Equipment, including:
    - 3.3.1. Detailed descriptions, including make, model, and serial number
    - 3.3.2. Hours of use
    - 3.3.3. Dates of use

3.3.4. Equipment rates at the rental rate listed in Labor Surcharge and Equipment Rental Rates in effect when the affected work related to the claim was performed

4. If a time adjustment is requested:

- 4.1. Dates for the requested time.
- 4.2. Reasons for a time adjustment.
- 4.3. Contract documentation supporting the requested time adjustment.
- 4.4. TIA. The TIA must demonstrate entitlement to a time adjustment.

5. Identification and copies of your documents and copies of communications supporting the potential claim, including certified payrolls, bills, cancelled checks, job cost reports, payment records, and rental agreements
6. Relevant information, references, and arguments that support the potential claim

The Department does not consider a Full and Final Potential Claim Record that does not have the same nature, circumstances, and basis of claim as those specified on the Initial Potential Claim Record and Supplemental Potential Claim Record.

The Engineer evaluates the information presented in the Full and Final Potential Claim Record and furnishes you a response within 30 days of its receipt unless the Full and Final Potential Claim Record is submitted after Contract acceptance; in which case, a response may not be furnished. The Engineer's receipt of the Full and Final Potential Claim Record must be evidenced by postal return receipt or the Engineer's written receipt if delivered by hand.

#### **5-1.146E Dispute Resolution**

Comply with Section 5-1.15, "Dispute Resolution."

#### **Add:**

### **5-1.15 DISPUTE RESOLUTION**

#### **5-1.15A General**

Section 5-1.15, "Dispute Resolution," applies to a contract with 100 or more working days.

The dispute resolution process is not a substitute for the submitting an RFI or a potential claim record.

#### **5-1.15B Dispute Resolution Advisor**

Section 5-1.15B, "Dispute Resolution Advisor," applies to a contract with a total bid from \$3 million to \$10 million.

A dispute resolution advisor, hereinafter referred to as "DRA," is chosen by the Department and the Contractor to assist in the resolution of disputes.

The DRA shall be established by the Department and the Contractor within 30 days of contract approval.

The Department and the Contractor shall each propose 3 potential DRA candidates. Each potential candidate shall provide the Department and the Contractor with their disclosure statement. The disclosure statement shall include a resume of the potential candidate's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract.

The Department and the Contractor shall select one of the 6 nominees to be the DRA. If the Department and the Contractor cannot agree on one candidate, the Department and the Contractor shall each choose one of the 3 nominated by the other. The final selection of the DRA will be decided by a coin toss between the two candidates.

The Department and the Contractor shall complete and adhere to the Dispute Resolution Advisor Agreement. No DRA meeting shall take place until the Dispute Resolution Advisor Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If DRA needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRA recommendations are nonbinding.

The Contractor shall not use the DRA for disputes between subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRA replacement is selected in the same manner as the original selection. The appointment of a replacement DRA will begin promptly upon determination of the need for replacement. The Dispute Resolution Advisor Agreement shall be amended to reflect the change of the DRA.

Failure of the Contractor to participate in selecting DRA will result in the withhold of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRA withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in choosing the DRA and no interest will be due the Contractor.

The State and the Contractor shall bear the costs and expenses of the DRA equally.

The DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting either at the start of the project or for a dispute. A member serving on more than one State DRA or Dispute Resolution Board, regardless the number of meetings per day shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel, and incidentals for each day or portion thereof that the DRA is at an authorized DRA meeting.

No additional compensation will be made for time spent by the DRA to review and research activities outside the official DRA meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRA, has been specifically agreed to in advance by the State and Contractor. Time away from the project that has been specifically agreed to in advance by the Department and the Contractor will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services.

The State will provide conference facilities for DRA meetings at no cost to the Contractor.

The Contractor shall make direct payments to the DRA for participation in authorized meetings and approved hourly rate charges from invoices submitted.

The State will reimburse the Contractor for the State's share of the costs.

There will be no markups applied to expenses associated with the DRA, either by the DRA or by the Contractor when requesting payment of the State's share of DRA expenses. Regardless of the DRA recommendation, neither party will be entitled to reimbursement of DRA costs from the other party.

The Contractor shall submit extra work bills and include invoices with original supporting documents for reimbursement of the State's share.

The cost of technical services will be borne equally by the State and Contractor. There will be no markups for these costs.

A copy of the "Dispute Resolution Advisor Agreement" to be executed by the Contractor, State and the DRA is as follows:

**DISPUTE RESOLUTION ADVISOR AGREEMENT**

\_\_\_\_\_  
(Contract Identification)

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

**THIS DISPUTE RESOLUTION ADVISOR AGREEMENT, hereinafter called "AGREEMENT"**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," \_\_\_\_\_ hereinafter called the "CONTRACTOR," and \_\_\_\_\_, the Dispute Resolution Advisor, hereinafter called the "DRA."

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

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

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

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

**SECTION I DESCRIPTION OF WORK**

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRA. The DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRA shall perform the services necessary to participate in the DRA's actions as designated in Section III, Scope of Work.

**SECTION II DRA QUALIFICATIONS**

The DRA shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation. In addition, it is desirable for the DRA to have served on several State Dispute Resolution Boards (DRB).

No DRA shall have prior direct involvement in this contract. No DRA shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

The DRA shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

**SECTION III SCOPE OF WORK**

The Scope of Work of the DRA includes, but is not limited to, the following:

**A. PROCEDURES**

The DRA shall meet with the parties at the start of the project to establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRA established procedures shall only be implemented upon approval by the parties. Subsequent meetings shall be held only to hear disputes between the parties.

The DRA shall not meet with, or discuss contract issues with individual parties.

The State shall provide the DRA with the contract and all written correspondence regarding the dispute between the parties and, if available, the Contractor's supplemental potential claim record, and the Engineer's response to the supplemental potential claim record.

The parties shall not call the DRA who served on this contract as a witness in arbitration proceedings, which may arise from this contract.

The DRA shall have no claim against the STATE or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRA's opinions.

## **B. DISPUTE MEETING**

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

If the CONTRACTOR requests a dispute meeting with the DRA, the Contractor must simultaneously notify the STATE. Upon being notified of the need for a dispute meeting, the DRA shall review and consider the dispute. The DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

Only the STATE's Area Construction Engineer, Resident Engineer, and Structure Representative and the CONTRACTOR's or subcontractor's, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

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

At the dispute meeting the DRA may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation. However, the DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRA questions and requests.

There shall be no testimony under oath or cross-examination, during DRA dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRA in conformance with the rules and regulations established at the first meeting between the DRA and parties. These established rules and regulations need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRA as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered.

### **1. TRADITIONAL DISPUTE MEETING:**

The following procedure shall be used for the traditional dispute meeting:

- a. Within 5 days after receiving the STATE's written response to the CONTRACTOR's supplemental potential claim record, the CONTRACTOR shall refer the dispute to the DRA, if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRA, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRA what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- b. The parties shall each be afforded an opportunity to be present and to be heard by the DRA, and to offer evidence. Either party furnishing written evidence or documentation to the DRA must furnish copies of such information to the other party a minimum of 10 days prior to the date the DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRA may deem



necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRA. The DRA shall not consider evidence not furnished in conformance with the terms specified herein.

- c. Upon receipt by the DRA of a written referral of a dispute, the DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than 25 days after receipt of the written referral unless otherwise agreed to by all parties.
- d. The DRA shall furnish a written report to both parties. The DRA may request clarifying information of either party within 5 days after the DRA dispute meeting. Requested information shall be submitted to the DRA within 5 days of the DRA request. The DRA shall complete its report and submit it to the parties within 10 days of the DRA dispute meeting, except that time extensions may be granted at the request of the DRA with the written concurrence of both parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRA as pertinent to the dispute, and the DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. The DRA's written opinion shall stand on its own, without attachments or appendices.
- e. Within 10 days after receiving the DRA's report, both parties shall respond to the DRA in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRA's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRA recommendation. Immediately after responses have been received from both parties, the DRA shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRA's report from the DRA prior to responding to the report. The DRA shall consider any clarification request only if submitted within 5 days of receipt of the DRA's report, and if submitted simultaneously in writing to both the DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. The DRA shall respond, in writing, to requests for clarification within 5 days of receipt of such requests.
- f. Either party may seek a reconsideration of the DRA's recommendation. The DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 10 day time limit specified for response to the DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.
- g. If the parties are able to settle their dispute with the aid of the DRA's report, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 30 days of the acceptance by both parties of the settlement, either party may request the DRA to make a recommendation regarding compensation.

## **2. INFORMAL DISPUTE MEETING**

An informal dispute meeting shall be convened, only if, the parties and the DRA agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

- a. The parties shall furnish the DRA with one copy of pertinent documents requested by the DRA that are or may become necessary for the DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRA.
- b. After the dispute meeting has concluded, the DRA shall deliberate in private the same day, until a response to the parties is reached or as otherwise agreed to by the parties.
- c. The DRA then verbally delivers its recommendation with findings to the parties.
- d. After the recommendation is presented, the parties may ask for clarifications.
- e. Occasionally the DRA, on complex issues, may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRA may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
- f. If the parties are able to settle their dispute with the aid of the DRA's opinion, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties.
- g. The DRA will not be bound by its oral recommendation in the event that a dispute is later heard by the DRA in a traditional dispute meeting.

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

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

Once established, the DRA shall be in operation until the day the Director accepts the contract. The DRA shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE or as agreed to by the parties.

#### **SECTION V PAYMENT**

The DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, either at the start of the project or for a dispute. A member serving on more than one State DRA or DRB, regardless the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for onsite time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by the DRA to review and research activities outside the official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRA), has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The State will provide administrative services such as conference facilities to the DRA.

##### **A. PAYMENT PROCESSING**

The CONTRACTOR shall make direct payments to the DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by the DRA, and technical services.

The DRA may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to the DRA until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

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

The DRA and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

#### **SECTION VI ASSIGNMENT OF TASKS OF WORK**

The DRA shall not assign the work of this AGREEMENT.

#### **SECTION VII TERMINATION OF DRA**

The DRA may resign after providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. The DRA may be terminated, by either party, for failing to fully comply at all times with all required employment or financial disclosure conditions of DRA membership in conformance with the terms of the contract and this AGREEMENT. Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and the DRA.

#### **SECTION VIII LEGAL RELATIONS**

The parties hereto mutually understand and agree that the DRA in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRA from and against all claims, damages, losses, and

expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRA.

**SECTION IX CONFIDENTIALITY**

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRA, which documents and records are marked "Confidential - for use by the DRA only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRA findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRA. However, the parties understand that such documents may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

**SECTION X DISPUTES**

Disputes between the parties arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between the parties or through the administrative process provided in the contract shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications. Disputes between the DRA and the parties that cannot be resolved by negotiation and mutual concurrence shall be resolved in the appropriate forum.

**SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party, including the DRA, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

**SECTION XII FEDERAL REVIEW AND REQUIREMENTS**

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

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

**SECTION XIII CERTIFICATION OF CONTRACTOR, DRA, AND STATE**

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

DRA

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

Title: \_\_\_\_\_

CONTRACTOR

CALIFORNIA DEPARTMENT  
OF TRANSPORTATION

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### **5-1.15C Dispute Resolution Board**

Section 5-1.15C, "Dispute Resolution Board," applies to a contract with a total bid of over \$10 million.

The Dispute Resolution Board, hereinafter referred to as "DRB," is a three member board established by the Department and Contractor to assist in the resolution of disputes.

The DRB shall be established by the Department and the Contractor within 45 days after contract approval.

The DRB shall consist of one member selected by the Department and approved by the Contractor, one member selected by the Contractor and approved by the Department, and a third member selected by the first 2 members and approved by both the Department and the Contractor.

The Department and Contractor shall provide the other written notification for approval of the name of their DRB nominee along with the nominee's disclosure statement.

Disclosure statements shall include a resume of the nominee's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract. Objections to nominees shall be based on a specific breach or violation of nominee responsibilities or on nominee qualifications. The Department or the Contractor may, on a one-time basis, object to the other's nominee without specifying a reason and this person shall not be selected for the DRB. Another person shall then be nominated within 15 days.

The 2 DRB members shall proceed with the selection of the third DRB member immediately after receiving written notification from the Department of their selection. The 2 DRB members shall provide their recommendation simultaneously to the parties within 15 days. The third member shall provide disclosure statement to the first 2 DRB members, to the Department, and the Contractor. The professional experience of the third DRB member shall complement that of the first 2 DRB members. The third DRB member shall be subject to mutual approval of the Department and the Contractor. If the 2 DRB members cannot agree on the third nominee, they shall submit a list of nominees to the Department and the Contractor for final selection and approval.

If the Department and the Contractor cannot agree on the third DRB member, or if the first 2 DRB members are unable to agree upon a recommendation, the Department and the Contractor shall select 6 names from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 of the State Contract Act. The 2 DRB members shall then select one of the 6 names by a blind draw.

The 3 DRB members shall appoint one member as a chairperson to provide leadership for the DRB's activities. The chairperson shall be approved by the Department and the Contractor. In the event of an impasse, the third DRB member shall become the chairperson.

The Department and Contractor shall complete and adhere to the Dispute Resolution Board Agreement. No DRB meeting shall take place until the Dispute Resolution Board Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If the DRB needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRB recommendations are nonbinding.

The Contractor shall not use the DRB for disputes between the subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRB member replacements are selected in the same manner as the original selection. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement. The Dispute Resolution Board Agreement shall be amended to reflect the change in the DRB.

Failure of the Contractor to participate in establishing the DRB will result in the withholding of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRB withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in establishing the DRB and no interest will be due the Contractor.

The Department and the Contractor shall bear the costs and expenses of the DRB equally.

Each DRB member shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting either at the start of the project, for scheduled progress, or dispute meetings. A member serving on more than one Department DRB or Dispute Resolution Advisor (DRA), regardless of the number of meetings per day shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel, and incidentals for each day or portion thereof that the DRB member is at an authorized DRB meeting.

No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRB, has been specifically agreed to in advance by the Department and Contractor. Time away from the project, which has been specifically agreed to in advance by the Department and Contractor, will be

compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services.

The Department will provide conference facilities for DRB meetings at no cost to the Contractor.

The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member.

The Department will reimburse the Contractor for the Department's share of the costs.

There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the Department's share of DRB expenses. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

The Contractor shall submit extra work bills and include evidence of every payment to each DRB member in the form of a cancelled check or bank statement within 30 days of payment.

The cost of technical services requested by the DRB will be borne equally by the State and Contractor. There will be no markups for these costs.

A copy of the "Dispute Resolution Board Agreement" to be executed by the Department, Contractor, and the 3 DRB members after approval of the contract follows:

**DISPUTE RESOLUTION BOARD AGREEMENT**

\_\_\_\_\_  
(Contract Identification)

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

**THIS DISPUTE RESOLUTION BOARD AGREEMENT, hereinafter called "AGREEMENT"**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," \_\_\_\_\_ hereinafter called the "CONTRACTOR," and the Dispute Resolution Board, hereinafter called the "DRB" consisting of the following members:

\_\_\_\_\_,  
(DRB Member)

\_\_\_\_\_,  
(DRB Member)

and \_\_\_\_\_  
(DRB Chairperson)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

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

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties; and

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

**SECTION I DESCRIPTION OF WORK**

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The DRB is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRB shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRB shall perform the services necessary to participate in the DRB's actions as designated in Section III, Scope of Work.

**SECTION II DRB QUALIFICATIONS**

DRB members shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation.

No DRB member shall have prior direct involvement in this contract. No DRB member shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRBs and DRAs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRB members shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

### **SECTION III SCOPE OF WORK**

The scope of work of the DRB includes, but is not limited to, the following:

#### **A. PROCEDURES**

The DRB shall establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRB established procedures shall only be implemented upon approval of the parties.

The DRB Chairperson shall schedule progress and dispute meetings and any other DRB activities.

The parties shall not call on any of the DRB members, who served on this contract, as a witness in arbitration proceedings, which may arise from this contract.

DRB members shall have no claim against the STATE or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRB's opinions.

During progress or dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties. Discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

#### **B. PROGRESS MEETINGS**

DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Scheduled progress meetings may be waived, if the parties are in agreement, when the only work remaining is plant establishment work. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the STATE's representative of the status of the work as the STATE views it.
5. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
6. A brief description by the CONTRACTOR's and the STATE's representative of potential claims and disputes that have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past potential claims and disputes.

The STATE's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

#### **C. DISPUTE MEETING**

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

Either the STATE or the CONTRACTOR may request a dispute meeting with the DRB. The requesting party shall simultaneously notify the other party of each dispute meeting request. Upon being notified of the need for a dispute meeting, the DRB shall review and consider the dispute. The DRB shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

No DRB dispute meeting shall take place later than 30 days prior to acceptance of the contract.

Only the STATE's Area Construction Engineer, Resident Engineer, and Structure Representative and the CONTRACTOR's or subcontractor's, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

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

At the dispute meeting the DRB may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation. However, the DRB shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRB questions and requests.

There shall be no testimony under oath or cross-examination, during DRB dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with the procedures established at the first meeting between the DRB and the parties. These established procedures need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by two or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB shall make every effort to reach a unanimous decision.

#### **1. TRADITIONAL DISPUTE MEETING:**

The following procedure shall be used for the traditional dispute meeting:

- a. Within 21 days after receiving the STATE's written response to the CONTRACTOR's supplemental potential claim record, the CONTRACTOR shall refer the dispute to the DRB if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRB, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- b. The parties shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.
- c. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties.
- d. The DRB may request clarifying information of either party within 10 days after the dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request.
- e. The DRB shall furnish a written report to the parties with its conclusion(s) and recommendation(s). The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of the parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the dispute, and the DRB's interpretation and reasoning in arriving at its conclusion(s) and recommendation(s) and, if appropriate, recommends guidelines for determining



compensation. The DRB's written opinion shall stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.

- f. Within 30 days after receiving the DRB's report, the parties shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or a written response requesting the DRB reconsider their recommendation, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
- g. Either party may seek a reconsideration of the DRB's recommendation. The DRB shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 30 day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.
- h. If the parties are able to settle their dispute with the aid of the DRB's report, the STATE and the CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the settlement, either party may request the DRB to make a recommendation regarding compensation.

## **2. INFORMAL DISPUTE MEETING**

An informal dispute meeting shall be convened, only if, the parties and the DRB agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

- a. The parties shall furnish the DRB with one copy of pertinent documents requested by the DRB that are or may become necessary for the DRB to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRB.
- b. After the dispute meeting has concluded, the DRB members shall deliberate in private the same day until a response to the parties is reached or as otherwise agreed to by the parties.
- c. The DRB then verbally delivers its recommendation with findings, including minority opinion, if any, to the parties.
- d. After the recommendation is presented, the parties may ask for clarifications.
- e. Occasionally the DRB may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRB may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
- f. If the parties are able to settle their dispute with the aid of the DRB's opinion, the STATE and the CONTRACTOR shall promptly accept and implement the settlement of the parties.
- g. The DRB will not be bound by its verbal recommendation in the event that a dispute is later heard by the DRB in a traditional dispute meeting.

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

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

DRB members shall not begin work under the terms of this AGREEMENT, until authorized in writing by the STATE or as agreed to by the parties. Once established, the DRB shall be in operation until the Director accepts the contract. If the contract is terminated in accordance with Section 8-1.08, "Termination of Control," of the Standard Specifications, the DRB will be dissolved.

**SECTION V PAYMENT**

Each DRB member shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, either at start of project, or a scheduled progress or a dispute meeting. A member serving on more than one State DRB or DRA, regardless of the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB member to review and research activities outside the official DRB meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRB, has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The State will provide administrative services such as conference facilities to the DRB.

**A. PAYMENT PROCESSING**

The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by each DRB member, and technical services.

DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and the CONTRACTOR.

**B. INSPECTION OF COSTS RECORDS**

DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States federal government, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**SECTION VI ASSIGNMENT OF TASKS OF WORK**

DRB members shall not assign the work of this AGREEMENT.

**SECTION VII TERMINATION OF A DRB MEMBER**

DRB members may resign after providing not less than 15 days written notice of their resignation to the STATE and the CONTRACTOR. A DRB member may be terminated, by either party, for failing to comply at all times with all required employment or financial disclosure conditions of DRB membership in conformance with the terms of the contract and this AGREEMENT.

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor appointed members for the removal of the third member.
- D. Upon resignation of a member.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the 2 parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Resolution Board Agreement shall be amended to reflect the change of a DRB member.

Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and DRB members.

**SECTION VIII LEGAL RELATIONS**

The parties hereto mutually understand and agree that each DRB member in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

**SECTION IX CONFIDENTIALITY**

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

**SECTION X DISPUTES**

Disputes between the parties arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications. Disputes between the DRB and either party, which cannot be resolved by negotiation and mutual concurrence, shall be resolved in the appropriate forum.

**SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

**SECTION XII FEDERAL REVIEW AND REQUIREMENTS**

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB that do not become part of the project records.

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

**SECTION XIII CERTIFICATION OF CONTRACTOR, DRB, AND STATE**

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

DRB MEMBER

DRB MEMBER

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

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

Title: \_\_\_\_\_

Title : \_\_\_\_\_

DRB CHAIRPERSON

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

Title : \_\_\_\_\_

CONTRACTOR

CALIFORNIA DEPARTMENT  
OF TRANSPORTATION

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Add:**

**5-1.16–5-17 (BLANK)**

**Add:**

**5-1.18 PROPERTY AND FACILITY PRESERVATION**

**5-1.18A General**

Preserve property and facilities, including:

1. Adjacent property
2. Department's instrumentation
3. ESAs
4. Lands administered by other agencies
5. Railroads and railroad equipment
6. Roadside vegetation not to be removed
7. Utilities
8. Waterways

Immediately report damage to the Engineer.

If you cause damage, you are responsible.

Install sheet piling, cribbing, bulkheads, shores, or other supports necessary to support existing facilities or support material carrying the facilities.

Dispose of temporary facilities when they are no longer needed.

If you damage plants not to be removed:

1. Dispose of them outside the right of way unless the Engineer allows you to reduce them to chips and spread the chips within the highway at locations designated by the Engineer
2. Replace them

Replace plants with plants of the same species.

Replace trees with 24-inch-box trees.

Replace shrubs with No. 15 container shrubs.

Replace ground cover plants with plants from flats. Replace *Carpobrotus* ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.

If a plant establishment period is specified, replace plants before the start of the plant establishment period; otherwise, replace plants at least 30 days before Contract acceptance.

Water each plant immediately after planting and saturate the backfill soil around and below the roots or ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

The Department may make a temporary repair to restore service to a damaged facility.

If working on or adjacent to railroad property, do not interfere with railroad operations.

For an excavation on or affecting railroad property, submit work plans showing the system to be used to protect railroad facilities. Allow 65 days for the Engineer's review of the plans. Do not perform work based on the plans until the Engineer notifies you they are accepted.

**5-1.18B Nonhighway Facilities (Including Utilities)**

The Department may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility. The Department may authorize facility owners and their agents to enter the highway to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 3 business days before you contact the regional notification center under Govt Code § 4216 et seq. Failure to contact the notification center prohibits excavation.

Before starting work that could damage or interfere with underground infrastructure, locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters, or junction boxes.



2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide insurance coverage specified for coverage before contract acceptance.

The contract bonds must be in full force and effect until the later of:

1. Expiration of guarantee period
2. Completion of corrective work

If a warranty specification conflicts with Section 6-1.075, "Guarantee," comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you a request to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 days of starting emergency repair work

If you fail to perform work as specified, the Department may perform the work and bill you.

**In Section 6-1.08 delete the 2nd paragraph.**

**Add:**

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

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

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

Production includes:

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

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

**Add:**

**6-1.087 BUY AMERICA (PUB RES CODE § 42703(d))**

Furnish crumb rubber to be incorporated into the work that is produced in the United States and is derived from waste tires taken from vehicles owned and operated in the United States.

For crumb rubber to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies only crumb rubber manufactured in the United States and derived from waste tires taken from vehicles owned and operated in the United States is used.

**In Section 6-2.01 delete the 4th paragraph.**

**In Section 6-2.01 replace the 7th paragraph with:**

Upon the Contractor's written request, the Department tests materials from an untested local source. If satisfactory material from that source is used in the work, the Department does not charge the Contractor for the tests; otherwise, the Department deducts the test cost.

**In Section 6-2.01 delete the 8th paragraph.**

**In Section 6-2.02 delete the 3rd paragraph.**

**In Section 6-2.02 in the 7th paragraph, replace the 2nd sentence with:**

The Department deducts the charges for the removed material.

**In Section 6-2.03 in the 3rd paragraph, replace the 5th sentence with:**

No allowance or additional compensation will be made for lost time or for delay in completing the work due to moving the Contractor's plant from the designated mandatory source to the alternative mandatory source, other than a time adjustment as specified in Section 8-1.09, "Delays."

**In Section 6-3.01 delete the 4th paragraph.**

**In Section 6-3.01 in the 6th paragraph, delete the 1st sentence.**

**In Section 6-3.01 add:**

As used in Section 6-3.01, "Testing," tests are tests to assure the quality and to determine the acceptability of the work.

The Department deducts costs of testing work found to be noncompliant.

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**SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY  
(Issued 07-27-12)**



**Replace Section 7-1.01 with:**

**7-1.01 LAWS TO BE OBSERVED**

Comply with laws, regulations, orders, decrees, and PLACs applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, decree, or PLAC by you or your employees. Immediately report to the Engineer in writing a discrepancy or inconsistency between the contract and a law, regulation, order, decree, or PLAC.

**In Section 7-1.01A replace the 1st clause with:**

Work on the job site must comply with Labor Code §§ 1727 and 1770-1815 and 8 CA Code of Regs § 16000 et seq. Work includes roadside production and processing of materials.

**In Section 7-1.01A(2) in the 1st paragraph, replace item 3 with:**

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor must diligently take corrective action to stop or rectify the failure, including withholding sufficient funds due the subcontractor for work performed on the public works project.

**In Section 7-1.01A(2), replace the 2nd paragraph with:**

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement must notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not withhold sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor must withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor must pay any money withheld from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor must pay all moneys withheld from the subcontractor to the Department. The Department withholds these moneys pending the final decision of an enforcement action.

**In Section 7-1.01A(2) replace 7th paragraph with:**

Changes in general prevailing wage determinations apply to the contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

**In Section 7-1.01A(3) replace the 2nd paragraph with:**

The Department withholds the penalties specified in subdivision (g) of Labor Code § 1776 for noncompliance with the requirements in Section 1776.

**In Section 7-1.01A(3) replace the 4th paragraph with:**

The Department withholds for delinquent or inadequate payroll records (Labor Code § 1771.5). If the Contractor has not submitted an adequate payroll record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

**In Section 7-1.01A(3) delete the 5th paragraph.**

**Replace Section 7-1.01A(6) with:**

**7-1.01A(6) (Blank)**

**Replace Section 7-1.01A(7) with:**

**7-1.01A(7) (Blank)**

**Replace Section 7-1.01F with:**

**7-1.01F Environmental Stewardship**

Comply with Section 14.

**Replace Section 7-1.01I with:**

**7-1.01I (Blank)**

**In Section 7-1.02 in the 2nd paragraph, replace the 4th sentence with:**

Trucks used to haul treated base, portland cement concrete, or hot mix asphalt shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment.

**In Section 7-1.02 between the 4th and 5th paragraphs, add:**

Loads imposed on existing, new, or partially completed structures shall not exceed the load carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The compressive strength of concrete ( $f_c$ ) to be used in computing the load carrying capacity shall be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of  $f_c$  shown on the plans for that portion of the structure or 2.5 times the value of  $f_c$  (extreme fiber compressive stress in concrete at service loads) shown on the plans for portions of the structure where no  $f_c$  is shown

**Replace Section 7-1.04 with:**

**7-1.04 PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS**

**7-1.04A General**

Comply with PLACs. The Department makes PLAC changes under Section 4-1.03, "Changes."

**7-1.04B Before Award**

To make a change to a PLAC made available to you before award, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

**7-1.04C After Award**

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor.

To make a change to an after-award PLAC obtained by the Department, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

Obtain those PLACs to be issued to you and pay fees and costs associated with obtaining them. Submit copies of Contractor-obtained after-award PLACs for review.

**In Section 7-1.06 in the 1st paragraph, add:**

The Contractor's Injury and Illness Prevention Program shall be submitted to the Engineer. The program shall address the use of personal and company issued electronic devices during work. The use of entertainment and personal communication devices in the work zone shall not be allowed. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

**Replace Section 7-1.07 with:**

**7-1.07 Lead Compliance Plan**

Section 7-1.07 applies if a bid item for a lead compliance plan is included in the Contract.

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit the plan at least 7 days before starting any activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 State employees.

The contract lump sum price paid for lead compliance plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and implementing the plan as specified in this section.

**Replace Section 7-1.08 with:**

**7-1.08 PUBLIC CONVENIENCE**

Compliance with the provisions of this section does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, route traffic on new or existing paved surfaces.

Maintain convenient access to driveways, houses, and buildings. When the abutting property owner's access across the right of way line is to be eliminated or replaced under the contract, the existing access must not be closed until the replacement access facilities are usable. Construct temporary approaches to crossings and intersecting highways.

Provide a reasonably smooth and even surface for use by traffic at all time during excavation of roadways and construction of embankments. Before other grading activities, place fill at culverts and bridges to allow traffic to cross. If ordered, excavate roadway cuts in layers and construct embankments in partial widths at a time alternating construction from one side to the other and routing traffic over the side opposite the one under construction. Install or construct culverts on only 1/2 the width of the traveled way at a time; keep the traveled way portion being used by traffic open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading or placing any subsequent layer, bring the surface of the roadbed to a smooth and even condition, free of humps and depressions and satisfactory for the use of the public.

After subgrade preparation for a specified layer of material has been completed, repair any damage to the roadbed or completed subgrade, including damage due to use by the public.

While subgrade and paving activities are underway, allow the public to use the shoulders. If half-width paving methods are used, allow the public to use the side of the roadbed opposite the one under construction. If enough width is available, keep open a passageway wide enough to accommodate at least 2 lanes of traffic at locations where subgrade and paving activities are underway. Shape shoulders or reshape subgrade as necessary to accommodate traffic during subgrade preparation and paving activities.

Apply water or dust palliative for the prevention or alleviation of dust nuisance.

Install signs, lights, flares, temporary railing (Type K), barricades and other facilities to direct traffic. Furnish flaggers whenever necessary to direct the movement of the public through or around the work.

You will be required to pay the cost of replacing or repairing all facilities installed under extra work for the convenience or direction or warning of the public which are lost while in your custody, or are damaged by your operations to such an extent as to require replacement or repair.

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

**Replace Section 7-1.09 with:**

**7-1.09 PUBLIC SAFETY**

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your operations create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Except as ordered, at locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls.

Use of signs, lights, flags, or other protective devices must conform with the California MUTCD and as ordered. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs or traffic control devices.

Keep existing traffic signals and highway lighting in operation. Other entities perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Providing, maintaining, and removing the covers on construction area signs is paid as extra work under Section 4-1.03D, "Extra Work."

Install temporary illumination in a manner which the illumination and the illumination equipment does not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic must be performed in a manner that will not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area, must slow down gradually in advance of the location of the turnoff to give traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying public traffic, your vehicles and equipment must yield to public traffic.

Immediately remove hauling spillage from roadway lanes or shoulders open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to public traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in accordance with the California MUTCD and as ordered. Signs must comply with the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and curing water for concrete. Extend overhead protection for pedestrians not less than 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the American with Disabilities Act of 1990 (ADA).

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of public traffic.

Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the contract for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval pursuant to Section 5-1.02, "Plans and Working Drawings." The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard and the necessary warning devices must be furnished and installed and protective measures taken by you. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Install temporary railing (Type K) or other approved protection system under the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily Unprotected Permanent Obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage Areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the provisions of these Standard Specifications and the special provisions
4. Height Differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Temporary railing (Type K) does not need to be installed where excavations within 15 feet from edge of an open traffic lane are:

1. Covered with steel plates or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. In side slopes, where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Protected by existing barrier or railing

Offset the approach end of temporary railing (Type K) a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure in place temporary railing (Type K) before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of traveled way, and approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of traveled way, and approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when:

1. Performing work behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except temporary railing (Type K)

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the line of cones or delineators is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices the same as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

### **Replace Section 7-1.11 with:**

#### **7-1.11 PRESERVATION OF PROPERTY**

Comply with Section 5-1.18, "Property and Facility Preservation."

**Replace Section 7-1.12 with:**

**7-1.12 INDEMNIFICATION AND INSURANCE**

The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.05, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

**7-1.12A Indemnification**

The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.12A Claims) arising out of or in connection with the Contractor's performance of this contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. State inspection is not a waiver of full compliance with these requirements.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determine that the Contractor is not liable. The Contractor shall respond within 30 days to the tender of any Claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the State reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

**7-1.12B Insurance**

**7-1.12B(1) General**

Nothing in the contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

**7-1.12B(2) Casualty Insurance**

The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:

1. The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
2. All insurance shall be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.15.

**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				
≤\$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$10,000,000				
≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000
1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.				

The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table.

For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.

The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time the Contractor started work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor that occurred during the course of the work; or
3. To the extent prohibited by Insurance Code Section 11580.04

Additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

#### **7-1.12B(4)(c) Contractor's Insurance Policy is Primary**

The policy shall stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and shall not be called upon to contribute with this insurance.

#### **7-1.12B(5) Automobile Liability Insurance**

The Contractor shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.12B(4)(b) also applies to automobile liability.

#### **7-1.12B(6) Policy Forms, Endorsements, and Certificates**

The Contractor shall provide its General Liability Insurance under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

#### **7-1.12B(7) Deductibles**

The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 7-1.12B, "Insurance."

#### **7-1.12B(8) Enforcement**

The Department may assure the Contractor's compliance with its insurance obligations. Ten days before an insurance policy lapses or is canceled during the contract period, the Contractor shall submit to the Department evidence of renewal or replacement of the policy.

If the Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Contractor or terminate the Contractor's control of the work in accordance with Section 8-1.08, "Termination of Control."

The Contractor is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

Minimum insurance coverage amounts do not relieve the Contractor for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this contract.

#### **7-1.12B(9) Self-Insurance**

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State.



If the Contractor uses a self-insurance program or self-insured retention, the Contractor shall provide the State with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the contract is the Contractor's acknowledgement that the Contractor will be bound by all laws as if the Contractor were an insurer as defined under Insurance Code Section 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code Section 22.

**Replace Section 7-1.125 with:**

**7-1.125 Legal Actions Against the Department**

If legal action is brought against the Department over compliance with a State or Federal law, rule, or regulation applicable to highway work, then:

1. If the Department, in complying with a court order, prohibits you from performing work, the resulting delay is a suspension related to your performance, unless the Department terminates the contract.
2. If a court order other than an order to show cause or the final judgment in the action prohibits the Department from requiring you to perform work, the Department may delete the prohibited work or terminate the contract.

**In Section 7-1.13 delete the 5th and 6th paragraphs.**

**Add:**

**7-1.50 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS**

**7-1.50A General**

Section 7-1.50, "Federal Laws for Federal-Aid Contracts," includes specifications required in a Federal-aid construction contract and applies to a Federal-aid contract.

A copy of form FHWA-1273 is included in Section 7-1.50B, "FHWA-1273." The training and promotion section of section II refers to training provisions as if they were included in the special provisions. The Department specifies the provisions in section 7-1.11D of the Standard Specifications. If a number of trainees or apprentices is required, the Department specifies the number in the special provisions. Interpret each FHWA-1273 clause shown in the following table as having the same meaning as the corresponding Department clause:

**FHWA-1273 Nondiscrimination Clauses**

FHWA-1273 section	FHWA-1273 clause	Department clause
Training and Promotion	In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.	If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.
Records and Reports	If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.	If the Contract requires on-the-job training, collect and report training data.

**7-1.50B FHWA-1273**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**7-1.50C Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in Section 7-1.50C, "Female and Minority Goals," female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**Minority Utilization Goals**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA:	

	SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9   28.3  21.5  19.0  19.7  24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9  18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**7-1.50D Training**

Section 7-1.50D, "Training," applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the Department:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of Section 7-1.50D, "Training," is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Department reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with Section 7-1.50D, "Training"

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under Section 7-1.50D, "Training."

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**SECTION 8 PROSECUTION AND PROGRESS**  
(Issued 06-05-09)



**Replace Section 8 with:**  
**SECTION 8 PROSECUTION AND PROGRESS**

**8-1.01 (BLANK)**

**8-1.02 ASSIGNMENT**

No third-party agreement relieves you or your surety of your responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any contract part without prior written consent from the Department.

If you assign the right to receive contract payments, the Department accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described in the contract. The Department may use withheld payments for work completion whether payments are assigned or not.

**8-1.025 PRECONSTRUCTION CONFERENCE**

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. You may begin work before the preconstruction conference.

Be prepared to discuss the following topics and documents:

Topics	Document
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
DBE and DVBE	Final utilization reports
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used
Materials on hand	Request for Payment for Materials on Hand
Measurements	--
Partnering	Field Guide to Partnering on Caltrans Construction Projects
Quality control	QC plans
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days
Subcontracting	Subcontracting Request
Surveying	Survey Request
Traffic control	Traffic contingency plan and traffic control plans
Utility work	--
Weight limitations	--
Water pollution control	SWPPP or WPCP
Work restrictions	PLACs
Working drawings	--

**8-1.03 BEGINNING OF WORK**

Begin work within 15 days after receiving notice that the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department. Submit a written notice 72 hours before beginning work. If the project has more than one location of work, submit a separate notice for each location.

You may begin work before receiving the notice of contract approval if you:

1. Deliver the signed contract, bonds, and evidence of insurance to the Department
2. Submit 72-hour notice
3. Obtain an encroachment permit from the Department
4. Are authorized by the Department to begin
5. Perform work at your own risk
6. Perform work under the contract

The Engineer does not count working days for days worked before contract approval.

If the contract is approved, work already performed that complies with the contract is authorized.

If the contract does not get approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former or equivalent condition at your expense.

The Department does not adjust time for beginning before the approval date.

#### **8-1.04 PROGRESS SCHEDULE**

##### **8-1.04A General**

Reserved

##### **8-1.04B Critical Path Method Schedule**

The following definitions apply to critical path method schedules:

**activity:** Task, event, or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration, and one or more logic ties.

**baseline schedule:** The initial schedule showing the original work plan beginning on the date of contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.

**controlling activity:** Construction activity that extends the scheduled completion date if delayed.

**critical path:** Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.

**critical path method (CPM):** Network based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

**revised schedule:** Schedule that incorporates a proposed or past change to logic or activity durations.

**scheduled completion date:** Planned project completion date shown on the current schedule.

**updated schedule:** Current schedule developed from the accepted baseline and any subsequent accepted updated or revised schedules through regular monthly review to incorporate actual past progress.

Before or at the preconstruction conference, submit a CPM baseline schedule.

Submit a monthly updated schedule that includes the status of work completed to date and the work yet to be performed as planned.

On each schedule, show:

1. Planned and actual start and completion date of each work activity, including applicable:
  - 1.1. Submittal development
  - 1.2. Submittal review and approval
  - 1.3. Material procurement
  - 1.4. Contract milestones and constraints
  - 1.5. Equipment and plant setup
  - 1.6. Interfaces with outside entities
  - 1.7. Erection and removal of falsework and shoring
  - 1.8. Test periods
  - 1.9. Major traffic stage change
  - 1.10. Final cleanup
2. Order that you propose to prosecute the work
3. Logical links between the time-scaled work activities
4. All controlling activities
5. Legible description of each activity
6. At least one predecessor and one successor to each activity, except for project start and project end milestones
7. Duration of not less than one working day for each activity
8. Start milestone date as the contract approval date

You may include changes on updated schedules that do not alter the critical path or extend the schedule completion date compared to the current schedule. Changes may include:

1. Adding or deleting activities
2. Changing activity constraints
3. Changing durations

#### 4. Changing logic

If any proposed change in planned work results in altering the critical path or extending the scheduled completion date, submit a revised schedule within 15 days of the proposed change.

For each schedule submittal:

1. Submit a plotted original, time-scaled network diagram on a sheet of at least 8.5" x 11" with a title block and timeline
2. If a computer program is used to make the schedule, submit a read-only compact disc or diskette containing the schedule data. Label the compact disc or diskette with:
  - 2.1. Contract number
  - 2.2. CPM schedule number and date produced
  - 2.3. File name

If there is no contract item for progress schedule (critical path method), full compensation for this work is included in the contract prices paid for the items of work involved, and no additional compensation will be allowed therefor.

### **8-1.05 TEMPORARY SUSPENSION OF WORK**

#### **8-1.05A General**

The Engineer may suspend work wholly or in part due to any of the following:

1. Conditions are unsuitable for work progress.
2. You fail to do any of the following:
  - 2.1. Fulfill the Engineer's orders.
  - 2.2. Fulfill a contract part.
  - 2.3. Perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur.

Upon the Engineer's written order of suspension, suspend work immediately. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety." Resume work when ordered.

#### **8-1.05B Suspensions Unrelated to Contractor Performance**

For a suspension unrelated to your performance, providing for a smooth and unobstructed passageway through the work during the suspension will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The days during a suspension unrelated to your performance are non-working days.

#### **8-1.05C Suspensions Related to Contractor Performance**

For a suspension related to your performance, the Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments.

The days during a suspension related to your performance are working days.

### **8-1.06 TIME OF COMPLETION**

The time to complete the work is specified in the special provisions.

The Engineer issues a Weekly Statement of Working Days by the end of the following week unless the contract is suspended for reasons unrelated to your performance.

The Weekly Statement of Working Days shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Work completion date computations, including working days remaining
4. Controlling activities

You may protest a Weekly Statement of Working Days.

## 8-1.07 LIQUIDATED DAMAGES

### 8-1.07A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of contract acceptance except as specified in Sections 8-1.07B, "Failure to Complete Work Parts within Specified Times," and 8-1.07C, "Failure to Complete Work Parts by Specified Dates."

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for all work, except plant establishment, are:

Liquidated Damages		
Total Bid		Liquidated Damages per Day
From over	To	
\$0	\$50,000	\$1,200
\$50,000	\$120,000	\$1,500
\$120,000	\$1,000,000	\$1,900
\$1,000,000	\$5,000,000	\$3,000
\$5,000,000	\$10,000,000	\$5,400
\$10,000,000	\$30,000,000	\$8,300
\$30,000,000	\$100,000,000	\$10,500
\$100,000,000	\$250,000,000	\$28,500

If all work, except plant establishment, is complete and the total number of working days has expired, liquidated damages are \$950 per day.

### 8-1.07B Failure to Complete Work Parts within Specified Times

The Department may deduct specified damages from payments for each day in completing a work part beyond the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

### 8-1.07C Failure to Complete Work Parts by Specified Dates

The Department may deduct specified damages from payments for each day in completing a work part beyond the specified completion date for the work part.

Damages for untimely work part completion may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely work part completion and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

### 8-1.07D Director Days

If the work is not completed within the working days, the Director may grant director days if it serves the State's best interest.

By granting director days, the Director adds working days to the contract. The Director may either grant enough days to eliminate the liquidated damages or fewer. In the latter case, the Department deducts liquidated damages for the remaining overrun in contract time. The Director may deduct the Department's engineering, inspection, and overhead costs incurred during the period of extension granted as director days.

## 8-1.08 TERMINATION OF CONTROL

The Department may terminate your control of the work for failure to do any of the following (Pub Cont Code § 10253):

1. Supply an adequate workforce

2. Supply material as described
3. Pay subcontractors (Pub Cont Code §10262)
4. Prosecute the work as described in the contract

The Department may also terminate your control for failure to maintain insurance coverage.

For a Federal-aid contract, the Department may terminate your control of the work for failure to include "Required Contract Provisions, Federal-Aid Construction Contracts" in subcontracts.

The Department gives you and your surety notice at least 5 days before terminating control. The notice describes the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department takes control of the work.

The Department may complete the work if the Department terminates your control or you abandon the project (Pub Cont Code § 10255). The Department determines the unpaid balance under Pub Cont Code § 10258 and the contract.

At any time before final payment of all claims, the Department may convert a termination of control to a termination of contract.

## **8-1.09 DELAYS**

### **8-1.09A General**

An excusable delay is a delay of a controlling activity beyond your control, not foreseeable when the work began such as:

1. Change in the work
2. Department action that is not part of the contract
3. Presence of an underground utility main not described in the contract or in a location different from that specified
4. Described facility reconstruction not reconstructed as described, by the utility owner by the date specified, unless the reconstruction is solely for your convenience
5. Department's failure to obtain timely access to the right-of-way
6. Department's failure to perform an action in the time specified

A critical delay is a delay that extends the schedule completion date.

To request a delay-related time or payment adjustment, submit an RFI.

### **8-1.09B Time Adjustments**

For an excusable critical delay, the Department may make a time adjustment. The Engineer uses information from the schedule to evaluate requests for time adjustments.

If requesting an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

If the Engineer requests, update the schedule to the last working day before the start of the delay.

### **8-1.09C Payment Adjustments**

The Department may make a payment adjustment for an excusable delay that affects your costs.

Only losses for idle equipment, idle workers, and equipment moving or transporting are eligible for delay-related payment adjustments.

The Engineer determines payment for idle time of equipment in the same manner as determinations are made for equipment used in the performance of force account work under Section 9-1.03, "Force Account," with the following exceptions:

1. Delay factor in the Labor Surcharge and Equipment Rental Rates applies to each equipment rental rate.
2. Daily number of payable hours equals the normal working hours during the delay, not to exceed 8 hours per day.
3. Delay days exclude non-working days.
4. Markups are not added.

The Engineer determines payment adjustment for idle workers under Section 9-1.03B, "Labor," but does not add markups.

The Engineer includes costs due to necessary extra equipment moving or transporting.

#### **8-1.10 (BLANK)**

#### **8-1.11 TERMINATION OF CONTRACT**

##### **8-1.11A General**

The Director may terminate the contract if it serves the State's best interest. The Department issues you a written notice, implements the termination, and pays you.

##### **8-1.11B Relief from Responsibility for Work**

On receiving a termination notice:

1. Stop work
2. Notify subcontractors and suppliers of the contract termination and stop contract-related work
3. Perform the Engineer-ordered work to secure the job site for termination
4. Remove equipment
5. If authorized, settle termination-related claims and liabilities involving subcontractors and suppliers; assign to the Department the rights, titles, or interests held by you with respect to these parties

##### **8-1.11C Responsibility for Materials**

On receiving a termination notice, protect unused material until:

1. You submit an inventory of materials already produced, purchased, or ordered but not yet used; include the location of the material.
2. The Engineer identifies materials that will be retained by the Department. Submit bills of sales or other records of material title.
3. The Engineer confirms that unused materials paid by progress payment and materials furnished by the State have been delivered and stored as ordered.
4. Titles are transferred for materials purchased by the Department.

Dispose of materials that will not be retained by the Department.

##### **8-1.11D Contract Acceptance after Termination**

The Engineer recommends contract acceptance after determining completion of:

1. Contract work ordered to be completed before termination
2. Other work ordered to secure the project before termination
3. Material delivery and title transfer

The Department pays you under Section 9-1.08, "Payment After Contract Acceptance."

##### **8-1.11E Payment Adjustment for Termination**

If the Department issues a termination notice, the Engineer determines payment for termination based on the following:

1. Direct cost for the work:
  - 1.1. Including mobilization, demobilization, securing the job site for termination, and losses from the sale of materials
  - 1.2. Not including the cost of materials you keep, profit realized from the sale of materials, the cost of material damaged by an occurrence as defined in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," and other credits.
2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
3. Allowance for profit not to exceed 4 percent of the cost of the work. Prove a likelihood of having made a profit had the contract not been terminated.



3. If shimming is necessary:
  - 3.1. Use securely attached metal shims or grout
  - 3.2. Do not use wedges to shim the supports
  - 3.3. Do not use shim material in excess of 3 inches
4. Install mechanical indicating elements level, plumb, and rigidly mounted on the concrete undersupports
5. For a hopper scale, rigidly attach hopper scale lever systems and mechanical indicating elements so no weight is lost from bending or support distortion

Each scale used to determine material payment quantities must be operated by a licensed weighmaster (Bus & Prof Code § 12700 et seq.).

Submit a public weighmaster's certificate or certified daily summary weigh sheets for each weighed material quantity. The Department may witness material weighing and check and compile the daily scale weight record.

Each vehicle operator must obtain weight or load slips from the weighmaster. Submit these records at the delivery point.

#### **9-1.01B(3) Procedures**

Daily, weigh empty vehicles used to haul material paid for by weight. Each vehicle must have a legible identification mark. The Department may verify material weight by having an empty and loaded vehicle weighed on any scale the Engineer designates.

For imported topsoil measured by volume, soil amendment, and mulch:

1. Each vehicle must allow a ready and accurate contents determination
2. Unless vehicles are of uniform capacity, each vehicle must have a legible identification mark showing its volume capacity
3. Load vehicles to at least the volume capacity
4. Level vehicle loads on arrival at the delivery point

If determining a quantity paid on a volume basis is impractical or if you request and the Engineer authorizes the request, the Engineer weighs the material and converts the result to a volume measurement. The Engineer determines the conversion factors and, if you agree, adopts this method of measurement.

#### **9-1.01C Final Pay Items**

The Department shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the verified Bid Item List quantity, regardless of actual quantity used unless dimensions are changed by the Engineer.

#### **9-1.01D Quantities of Aggregate and Other Roadway Materials**

The Engineer determines the weight of aggregate and other roadway materials that are being paid for by weight as shown and does not include the deducted weight of water in their payment quantities.



Material	Quantity Determination
Aggregate or other roadway material except as otherwise shown in this table	By deducting the weight of water in the material <sup>a</sup> in excess of 3 percent of the dry weight of the material from the weight of the material
Imported borrow, imported topsoil, aggregate subbase	By deducting the weight of water in the material <sup>a</sup> in excess of 6 percent of the dry weight of the material from the weight of the material
Straw	By deducting the weight of water in the material <sup>a</sup> in excess of 15 percent of the dry weight of the material from the weight of the material
Fiber <sup>b</sup>	Engineer does not deduct the weight of water
Aggregate base and aggregate for cement treated bases	As specified in Section 26, "Aggregate Bases," and Section 27, "Cement Treated Bases"

NOTE: Percentage of water is determined by California Test 226.

<sup>a</sup>At the time of weighing

<sup>b</sup>Weight of water in the fiber<sup>a</sup> must not exceed 15 percent of the dry weight of the fiber.

### 9-1.02 SCOPE OF PAYMENT

The Department pays you for furnishing the resources and activities required to complete the Contract work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes

Full compensation for work specified in Sections 1 through 9 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the verified Bid Item List
2. Work is specified as paid for as extra work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for each bid item specified by the description and measurement unit shown on the verified Bid Item List
2. For the price bid for each bid item shown on the verified Bid Item List or as changed by change order with a specified price adjustment

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative.

The Department pays for work performed by change order based on one or a combination of the following:

1. Bid item prices
2. Force account
3. Agreed price
4. Specialist billing

If the Engineer chooses to pay for work performed by change order based on an agreed price, but you and the Engineer cannot agree on the price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

The Department pays 10 percent annual interest for unpaid and undisputed:

1. Progress payments

2. After-acceptance payment except for claims

For these payments, interest starts to accrue 30 days after the 1st working day following the 20th day of the month payment is due. For extra work bills not submitted within 7 days after performing the work as specified in 5-1.015E, "Extra Work Bills," interest starts to accrue 60 days after the 1st working day following the 20th day of the month payment is due.

The Department pays 6 percent annual interest for unpaid and undisputed claims. Interest starts to accrue 61 days after the Department accepts a claim statement.

The Department pays 6 percent annual interest for awards in arbitration (Civ Code § 3289).

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

### **9-1.03 FORCE ACCOUNT PAYMENT**

#### **9-1.03A General**

For work paid by force account, the Engineer compares the Department's records to your daily force account work report. When you and the Engineer agree on the contents of the daily force account work reports, the Engineer accepts the report and the Department pays for the work. If the records differ, the Department pays for the work based only on the information shown on the Department's records.

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in Section 9-1.03, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit.

If an item's payment is adjusted for work-character changes, the Department excludes your cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

#### **9-1.03B Labor**

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
  - 1.1. Basic hourly wage
  - 1.2. Health and welfare
  - 1.3. Pension
  - 1.4. Vacation
  - 1.5. Training
  - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in Labor Surcharge and Equipment Rental Rates current during the work paid at force account for:
  - 2.1. Workers' compensation insurance
  - 2.2. Social security
  - 2.3. Medicare
  - 2.4. Federal unemployment insurance
  - 2.5. State unemployment insurance
  - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 35 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead

2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

### **9-1.03C Materials**

Material payment is full compensation for materials you furnish and use in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 15 percent markup is added.
2. Supplier discounts are subtracted whether you took them or not.
3. If the Engineer believes the material purchase prices are excessive, the Department pays the lowest current wholesale price for a similar material quantity.
4. If you procured the materials from a source you wholly or partially own, the determined cost is based on the lower of the:
  - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
  - 4.2. Current wholesale price for those materials
5. If you do not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1. During that period
  - 5.2. In the quantities used

### **9-1.03D Equipment Rental**

#### **9-1.03D(1) General**

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the site of work performed by change order using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If you want to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If you use the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in Labor Surcharge and Equipment Rental Rates:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership; but the Department uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business you do not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in Labor Surcharge and Equipment Rental Rates. You may submit cost information that helps the Engineer establish the rental rate; but the Department uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business you do not own.

2.2. The Engineer establishes a rate of \$10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The Department pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

#### **9-1.03D(2) Equipment On the Job Site**

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

When rented equipment on the job site is used to perform work at force account not required by the original contract work, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates if:

1. You submit a request to use rented equipment
2. Equipment is not available from your owned equipment fleet or from your subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. Engineer authorizes the equipment source and the rental rate before you use the equipment

The Department pays for fuel consumed during operation of rented equipment not included in the invoiced rental rate.

#### **9-1.03D(3) Equipment Not On the Job Site Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day

- Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the Department rounds up hours operated to the nearest 1/2-hour increment and pays based on the following table. The table does not apply when equipment is not operated due to breakdowns; in which case rental hours are the hours the equipment was operated.

<b>Equipment Rental Hours</b>	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

**9-1.03D(4) Equipment Not On the Job Site Not Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time:

- To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
- To load and unload equipment
- Equipment is operated to perform work paid by force account

For this equipment, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates subject to the following:

- Equipment is not available from your normal sources or from one of your subcontractors
- Proposed equipment rental rate is reasonable
- Engineer authorizes the equipment source and the rental rate before you use the equipment

**9-1.03D(5) Non-Owner-Operated Dump Truck Rental**

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

**9-1.04 EXTRA WORK PERFORMED BY SPECIALISTS**

If the Engineer determines that you or your subcontractors are not capable of performing specialty extra work, a specialist may be used. Itemize the labor, material, and equipment rental costs unless it is not the special service industry's established practice to provide itemization; in which case, the Engineer accepts current market-priced invoices for the work.

The Engineer may accept an invoice as a specialist billing for work performed at an off-job site manufacturing plant or machine shop.

The Engineer determines the cost based on the specialist invoice price minus any available or offered discounts plus a 10 percent markup.

### **9-1.05 CHANGED QUANTITY PAYMENT ADJUSTMENTS**

#### **9-1.05A General**

The unit prices specified in Section 9-1.05 are adjusted under Section 9-1.03, "Force Account."

#### **9-1.05B Increases of More Than 25 Percent**

If the total bid item quantity exceeds 125 percent of the quantity shown on the verified Bid Item List and if no approved Contract Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under Section 9-1.03, "Force Account," or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.
2. In determining the unit cost, the Engineer excludes the item's fixed costs. You have recovered the fixed costs in the payment for 125 percent shown on the verified Bid Item List.
3. After excluding fixed costs, the Engineer determines the item unit cost under Section 9-1.03, "Force Account."

If the payment for the number of units of a bid item in excess of 125 percent of the verified Bid Item List is less than \$5,000 at the unit price, the Engineer may not adjust the unit price unless you request it.

#### **9-1.05C Decreases of More Than 25 Percent**

If the total item pay quantity is less than 75 percent of the quantity shown on the verified Bid Item List and if no approved Contract Change Order addresses payment for the quantity less than 75 percent, you may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under Section 9-1.03, "Force Account" or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under Section 9-1.03, "Force Account."

The Department does not pay more than 75 percent of the item total in the verified Bid Item List.

#### **9-1.05D Eliminated Items**

If the Engineer eliminates an item, the Department pays your costs incurred before the Engineer's elimination notification date.

If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
2. The Department pays your cost for the material and its handling and becomes the material owner.

The Engineer determines the payment for the eliminated bid item under Section 9-1.03, "Force Account."

### **9-1.06 WORK-CHARACTER CHANGES**

The Department adjusts a bid item unit price based on the difference between the cost to perform the work as planned and the cost to perform the work as changed. The Engineer determines the payment adjustment under Section 9-1.03, "Force Account." The Department adjusts payment for only the work portion that changed in character.

### **9-1.07 PROGRESS PAYMENTS**

#### **9-1.07A General**

The Department pays you based on Engineer-prepared monthly progress estimates. Each estimate reflects:

1. Total work completed during the pay period
2. Extra work bills if:
  - 2.1. Submitted by the 15th of a month

- 2.2. Approved by the 20th of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims
8. Payment adjustments

Submit certification stating the work complies with the QC procedures. The Engineer does not process a progress estimate without a signed certification.

You may protest a progress payment.

#### **9-1.07B Schedule of Values**

Section 9-1.07B applies to a lump sum bid item for which a schedule of values is specified to be submitted.

The sum of the amounts for the work units listed in the schedule of values must equal the lump sum price bid for the bid item.

Obtain authorization of a schedule of values before you perform work shown on the schedule. The Department does not process a progress payment for the bid item without an authorized schedule of values.

Accept progress payments for overhead, profit, bond costs, and other fixed or administrative costs as distributed proportionally among the items listed except that for a contract with a bid item for mobilization, accept progress payments for bond costs as included in the mobilization bid item.

For changed quantities of the work units listed, the Department adjusts payments in the same manner as specified for changed quantities of bid items under Section 9-1.05, "Changed Quantity Payment Adjustments."

#### **9-1.07C Materials On Hand**

A material on hand but not incorporated into the work is eligible for progress payment if:

1. Listed in a special provision as eligible and is in compliance with other Contract parts
2. Purchased
3. An invoice is submitted
4. Stored within the State and you submit evidence that the stored material is subject to the Department's control
5. Requested on the Department-furnished form

#### **9-1.07D Mobilization**

Mobilization is eligible for partial payments if the Contract includes a bid item for mobilization. The Department makes the partial payments under Pub Cont Code § 10264. If the Contract does not include a mobilization bid item, mobilization is included in the payment for the various bid items.

The Department pays the item total for mobilization in excess of 10 percent of the total bid in the 1st payment after Contract acceptance.

#### **9-1.07E Withholds**

##### **9-1.07E(1) General**

The Department may withhold payment for noncompliance.

The Department returns the noncompliance withhold in the progress payment following correction of noncompliance.

Withholds are not retentions under Pub Cont Code § 7107 and do not accrue interest under Pub Cont Code § 10261.5.

Withholds are cumulative and independent of deductions.

Section 9-1.07E does not include all withholds that may be taken; the Department may withhold other payments as specified.

##### **9-1.07E(2) Progress Withholds**

The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised Contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised Contract working days and converting the quotient to a percentage.

The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

#### **9-1.07E(3) Performance Failure Withholds**

During each estimate period you fail to comply with a Contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include QC plans, schedules, traffic control plans, and water pollution control submittals.

For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

#### **9-1.07E(4) Stop Notice Withholds**

The Department may withhold payments to cover claims filed under Civ Code § 3179 et seq.

Stop notice information may be obtained from the Office of External Accounts Payable, Division of Accounting.

#### **9-1.07E(5) Penalty Withholds**

Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or private lawsuit. Penalties are also payments made or costs incurred in settling alleged violations of federal, state, or local laws, regulations, requirements, or PLACs. The cost incurred may include the amount spent for mitigation or correcting a violation.

If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds without notifying you.

Instead of the withhold, you may provide a bond equal to the highest estimated liability for any disputed penalties proposed.

#### **9-1.07E(6)–9-1.07E(10) Reserved**

#### **9-1.07F Retentions**

The Department does not retain moneys from progress payments due to the Contractor for work performed (Pub Cont Code § 7202).

#### **9-1.07G–9-1.07K Reserved**

### **9-1.08 PAYMENT AFTER CONTRACT ACCEPTANCE**

#### **9-1.08A General**

Reserved

#### **9-1.08B Payment Before Final Estimate**

After Contract acceptance, the Department pays you based on the Engineer-prepared estimate that includes withholds and the balance due after deduction of previous payments.

#### **9-1.08C Proposed Final Estimate**

The Engineer estimates the amount of work completed and shows the amount payable in a proposed final estimate based on:

1. Contract items
2. Payment adjustments
3. Work paid by force account or agreed price
4. Extra work



## 5. Deductions

Submit either a written final estimate acceptance or a claim statement no later than the 30th day after receiving the proposed final estimate. Evidence of the Contractor's receipt of the final estimate and the Engineer's receipt of the Contractor's written acceptance or claim statement is a delivery service's proof of delivery or Engineer's written receipt if hand delivered.

If you claim that the final estimate is less than 90 percent of your total bid, the Department adjusts the final payment to cover your overhead. The adjustment is 10 percent of the difference between the total bid and the final estimate. The Department does not make this adjustment on a terminated contract.

### **9-1.08D Final Payment and Claims**

#### **9-1.08D(1) General**

If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Department pays the amount due within 30 days. This final estimate and payment is conclusive except as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

#### **9-1.08D(2) Claim Statement**

##### **9-1.08D(2)(a) General**

For each claim, submit a claim statement showing only the identification number that corresponds to the Full and Final Potential Claim Record and the final amount of additional payment requested except:

1. If the final amount of requested payment differs from the amount requested in the Full and Final Potential Claim Record
2. For a claim for quantities, withholds, deductions, liquidated damages, or change order bills
3. For an overhead claim

If the final amount of requested payment differs from the amount requested in the Full and Final Potential Claim Record, submit:

1. Identification number that corresponds to the Full and Final Potential Claim Record
2. Final amount of additional payment requested
3. Basis for the changed amount
4. Contract documentation that supports the changed amount
5. Statement of the reasons the Contract documentation supports the claim

The Engineer notifies you of an omission of or a disparity in the exclusive identification number. Within 15 days of the notification, correct the omission or disparity. If the omission or disparity is not resolved after the 15 days, the Engineer assigns a new number.

For a claim for quantities, withholds, deductions, or change order bills submit:

1. Final amount of additional payment requested
2. Enough detail to enable the Engineer to determine the basis and amounts of the additional payment requested

##### **9-1.08D(2)(b) Overhead Claims**

Include with an overhead claim:

1. Final amount of additional payment requested
2. Independent CPA audit report

Failure to submit the audit report with an overhead claim with the claim statement is a waiver of the overhead claim and operates as a bar to arbitration on the claim (Pub Cont Code § 10240.2).

The Department deducts an amount for field and home office overhead paid on added work from any claim for overhead. The value of the added work equals the value of the work completed minus the total bid. The home office overhead deduction equals 5 percent of the added work. The field office overhead deduction equals 5-1/2 percent of the added work.

If you intend to pursue a claim for reimbursement for field or home office overhead beyond that provided expressly by the Contract:

1. Notify the Engineer within 30 days of receipt of the proposed final estimate of your intent to seek reimbursement for specific overhead costs beyond that provided by the Contract
2. Specifically identify each claim and each date associated with each claim from which you seek reimbursement for specific overhead costs beyond that provided by the Contract
3. Timely submit all other claims
4. Within 30 days of receipt of the proposed final estimate, submit an audit report prepared by an independent CPA
  - 4.1. The audit report must show calculations with supporting documentation of actual home office and project field overhead costs
  - 4.2. The calculations must specify the actual daily rates for both field and home office overhead for the entire duration of the project expressed as a rate per working day
  - 4.3. The start and end dates of the actual project performance period, number of working days, overhead cost pools, and all allocation bases must be disclosed in the calculations of your actual field and home office overhead daily rates
  - 4.4. Neither daily rate may include a markup for profit
5. Field overhead costs from which the daily rate is calculated must be:
  - 5.1. Allowable under 48 CFR 31
  - 5.2. Supported by reliable records
  - 5.3. Related solely to the project
  - 5.4. Incurred during the actual project performance period
  - 5.5. Comprised of only time-related field overhead costs
  - 5.6. Not a direct cost
6. Home office overhead costs from which the daily rate is calculated must be:
  - 6.1. Allowable under 48 CFR 31
  - 6.2. Supported by reliable records
  - 6.3. Incurred during the actual project performance period
  - 6.4. Comprised of only fixed home office overhead costs
  - 6.5. Not a direct cost

The actual rate of time-related overhead is subject to authorization by the Engineer.

The CPA's audit must be performed under the Attestation Standards published by the American Institute of Certified Public Accountants. The CPA's audit report must express an opinion whether or not your calculations of your actual field and home office overhead daily rates comply with Section 9-1.08D(2)(b), "Overhead Claims." The attest documentation prepared by the CPA in connection with the audit must be reproduced and submitted for review with the audit report.

The Department provides markups for all work paid by force account. Overhead for field and home office costs are included in the markups. Overhead claims in excess of Contract markups are not allowed under the Contract. If you seek reimbursement for costs not allowed under the Contract, the Department does not pay your cost of performing the independent CPA examination specified in section 9-1.08D(2)(b), "Overhead Claims," including preparation of the audit report.

#### **9-1.08D(2)(c) Declaration**

Submit a declaration that includes the following language with the claim statement:

I declare under penalty of perjury, according to the laws of the State of California, that the foregoing claims, with specific reference to the California False Claims Act (Govt Code § 12650 et seq.) and to the extent the project

contains federal funding, the U.S. False Claims Act (31 USC § 3729 et seq.), are true and correct, and that this declaration was signed on \_\_\_\_\_ (date) \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

**9-1.08D(2)(d) Waiver**

A claim is waived if:

1. Claim does not have a corresponding Full and Final Potential Claim Record identification number
2. Claim does not have the same nature, circumstances, and basis of claim as the corresponding Full and Final Potential Claim Record
3. Claim is not included in the claim statement
4. You do not comply with the claim procedures
5. You do not submit the declaration specified in 9-1.08D(2)(c), "Declaration"

**9-1.08D(3) Final Determination of Claims**

Failure to allow timely access to claim supporting data when requested waives the claim.

The Department's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the State within the meaning of the California False Claims Act.

If the Engineer determines that a claim requires additional analysis, the Engineer schedules a board of review meeting. Meet with the board of review and make a presentation supporting the claim.

After claim review completion by the Engineer or board of review, the Department makes the final determination of claims and furnishes it to the Contractor.

After the determination, the Engineer furnishes a final estimate to the Contractor and the Department pays the amount due within 30 days. The final estimate is conclusive as to the amount of work completed and the amount payable except as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

The Contractor's failure to comply with the claim procedures is a bar to arbitration under Pub Cont Code § 10240.2.

**9-1.09 CLERICAL ERRORS**

For 3 years after Contract acceptance, estimates and payments are open to correction and adjustment for clerical errors. Either the Department or the Contractor pays to the other the amount due except for clerical errors resulting in an adjustment less than \$200; in which case, no payment is made.

**9-1.10 ARBITRATION**

Pub Cont Code § 10240 through 10240.13 provides for the resolution of contract claims by arbitration.

Start arbitration by filing a complaint with the Office of Administrative Hearings in Sacramento (1 CA Code Regs § 1350). File the arbitration complaint no later than 90 days after receiving the Department's final written decision on a claim (Pub Cont Code § 10240.1).

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**SECTION 10 DUST CONTROL**  
**(Issued 02-06-09)**

**Replace Section 10 with:**  
**SECTION 10 (BLANK)**

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**SECTION 11 MOBILIZATION**  
**(Issued 06-05-09)**



1. The boundaries shown are approximate; the Department marks the exact boundaries on the ground
2. Do not enter the ESA unless authorized
3. If the ESA is breached, immediately:
  - 3.1. Secure the area and stop all operations within 60 feet of the ESA boundary
  - 3.2. Notify the Engineer
4. If the ESA is damaged, the Department determines what efforts are necessary to remedy the damage and who performs the remedy; you are responsible for remedies and charges.

**14-2 CULTURAL RESOURCES**

**14-2.01 GENERAL**

Reserved

**14-2.02 ARCHAEOLOGICAL RESOURCES**

If archaeological resources are discovered at the job site, do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the discovery area
3. Notify the Engineer

The Department investigates. Do not move archaeological resources or take them from the job site. Do not resume work within the discovery area until authorized.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find, or investigation or recovery of archeological materials, you will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

**14-2.03 ARCHAEOLOGICAL MONITORING AREA**

Section 14-2.03 applies if an AMA is described in the Contract.

The Department assigns an archaeological monitor to monitor job site activities within the AMA. Do not work within the AMA unless the archeological monitor is present.

The Engineer and the Department archaeological monitor conduct an AMA location field review with you at least 5 business days before start of work. The Department marks the exact boundaries of the AMA on the ground.

If temporary fence (Type ESA) or other enclosure for an AMA is described in the Contract, install temporary fence (Type ESA) or other enclosure to define the boundaries of the AMA during the AMA location field review.

At least 5 business days before starting work within an AMA, submit a schedule of days and hours to be worked for the Engineer's approval. If you require changes in the schedule, submit an update for the Engineer's approval at least 5 business days before any changed work day.

If archaeological resources are discovered within an AMA, comply with Section 14-2.02, "Archaeological Resources."

**14-2.04 HISTORIC STRUCTURES**

Reserved

**14-3 COMMUNITY IMPACTS AND ENVIRONMENTAL JUSTICE**

Reserved

**14-4 NATIVE AMERICAN CONCERNS**

Reserved

**14-5 AESTHETICS**

Reserved

## 14-6 BIOLOGICAL RESOURCES

### 14-6.01 GENERAL

Reserved

### 14-6.02 BIRD PROTECTION

Protect migratory and nongame birds, their occupied nests, and their eggs.

The Department anticipates nesting or attempted nesting from February 15 to September 1.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, and 50 CFR Pt 10 and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC §§ 1531 and 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If migratory or nongame bird nests are discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:

1. Stop all work within a 100-foot radius of the discovery.
2. Notify the Engineer.

The Department investigates. Do not resume work within the specified radius of the discovery until authorized.

When ordered, use exclusion devices, take nesting prevention measures, remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation, or perform any combination of these. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Prevent nest materials from falling into waterways.

Bird protection that causes a delay to the controlling activity is a condition unfavorable to the suitable prosecution of work as specified in Section 8-1.05, "Temporary Suspension of Work."

## 14-7 PALEONTOLOGICAL RESOURCES

If paleontological resources are discovered at the job site, do not disturb the material and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the area
3. Notify the Engineer

The Department investigates and modifies the dimensions of the protected area if necessary. Do not move paleontological resources or take them from the job site. Do not resume work within the specified radius of the discovery until authorized.

## 14-8 NOISE AND VIBRATION

### 14-8.01 GENERAL

Reserved

### 14-8.02 NOISE CONTROL

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 9 p.m. to 6 a.m.

Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

## 14-9 AIR QUALITY

### 14-9.01 AIR POLLUTION CONTROL

Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231).

Do not burn material to be disposed of.

**14-9.02 DUST CONTROL**

Prevent and alleviate dust by applying water, dust palliative, or both under Section 14-9.01.

Apply water under Section 17, "Watering."

Apply dust palliative under Section 18, "Dust Palliative."

If ordered, apply water, dust palliative, or both to control dust caused by public traffic. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

**14-10 SOLID WASTE DISPOSAL AND RECYCLING**

**14-10.01 SOLID WASTE DISPOSAL AND RECYCLING**

Submit an annual Solid Waste Disposal and Recycling Report between January 1 and 15 for each year work is performed under the Contract at any time during the previous calendar year. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 through December 31 of the previous calendar year.

Submit a final annual Solid Waste Disposal and Recycling Report within 5 business days after Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to Contract acceptance.

For each failure to submit a completed form, the Department withholds \$10,000.

**14-11 HAZARDOUS WASTE AND CONTAMINATION**

**14-11.01 GENERAL**

Reserved

**14-11.02 ASBESTOS AND HAZARDOUS SUBSTANCES**

Upon discovery, immediately stop working in and notify the Engineer of areas where asbestos or a hazardous substance is present if the:

- 1. Contractor reasonably believes the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code §§ 25316 and 25317
- 2. Presence is not described in the Contract
- 3. Substance has not been made harmless

**14-12 OTHER INTERAGENCY RELATIONS**

Reserved

**14-13 PAYMENT**

Payment for work specified in Section 14 is included in the payment for the bid items involved unless:

- 1. Bid item for the work is shown in the verified Bid Item List
- 2. Work is specified as paid for as extra work

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**SECTION 15 EXISTING HIGHWAY FACILITIES  
(Issued 05-01-09)**

**In Section 15-1.02 replace the 1st paragraph with:**

Existing facilities which are to remain in place shall be protected in conformance with the provisions in Sections 5-1.18, "Property and Facility Preservation," and 7-1.12, "Indemnification and Insurance."

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**SECTION 19 EARTHWORK**  
**(Issued 09-16-11)**

**Replace Section 19-1.02 with:**

**19-1.02 (BLANK)**

**Replace Section 19-1.03 with:**

**19-1.03 GRADE TOLERANCE**

Immediately prior to placing subsequent layers of material thereon, the grading plane shall conform to one of the following:

- A. When hot mix asphalt is to be placed on the grading plane, the grading plane at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.
- B. When subbase or base material to be placed on the grading plane is to be paid for by the ton, the grading plane at any point shall not vary more than 0.10 foot above or below the grade established by the Engineer.
- C. When the material to be placed on the grading plane is to be paid for by the cubic yard, the grading plane at any point shall be not more than 0.05 foot above the grade established by the Engineer.

**In Section 19-3.025C replace the 1st paragraph with:**

Cementitious material used in soil cement bedding shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

**In Section 19-3.025C replace the 4th paragraph with:**

The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Soil cement bedding shall contain not less than 282 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

**In Section 19-3.06 replace the 9th paragraph with:**

Unless otherwise shown on the plans or specified in these specifications or the special provisions, material for structure backfill to be compacted to a relative compaction of not less than 90 percent, except material to be placed behind retaining walls, shall consist of material free of rocks, broken concrete, other solid material exceeding 3 inches in greatest dimension, or organic or other unsatisfactory material.

**In Section 19-3.062 replace the 1st paragraph with:**

Slurry cement backfill shall consist of a fluid, workable mixture of aggregate, cementitious material, and water.

**In Section 19-3.062 replace the 5th paragraph with:**

Cementitious material shall conform to the provisions in Section 90-2.01, "Cementitious Materials." Supplementary cementitious material will not be required.

**In Section 19-3.062 replace the 8th paragraph with:**

The aggregate, cementitious material, and water shall be proportioned either by weight or by volume. Slurry cement backfill shall contain not less than 188 pounds of cementitious material per cubic yard. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.



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**SECTION 20 EROSION CONTROL AND HIGHWAY PLANTING**  
**(Issued 04-20-12)**

**Replace Section 20-2.03 with:**

**20-2.03 SOIL AMENDMENT**

Soil amendment must comply with the Food & Agri Code.

**In Section 20-2.10 delete the 8th, 9th, and 10th paragraphs.**

**In Section 20-3.04A delete the last paragraph.**

**In Section 20-4.026 replace the 3rd paragraph with:**

Oil or pelleted forms of pesticides for weed control shall not be used.

**Replace Section 20-4.055 with:**

**20-4.055 PRUNING**

Prune plants under ANSI A300 (Part 1) published by the Tree Care Industry Association.

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**SECTION 24 LIME STABILIZATION**  
**(Issued 06-05-09)**

**Replace Section 24 with:**

**SECTION 24 LIME STABILIZED SOIL**

**24-1.01 GENERAL**

**24-1.01A Summary**

Section 24 includes specifications for stabilizing soil by mixing lime and water with soil and compacting the mixture to the specified dimensions.

**24-1.01B Definitions**

**lime:** Quicklime made from high-calcium or dolomitic sources specified under ASTM C 51. For high-calcium quicklime, the calcium oxide content must be greater than 90 percent. For dolomitic quicklime, the calcium oxide content must be greater than 55 percent and the combined calcium oxide and magnesium oxide content must be greater than 90 percent.

**mellowing period:** The time between the initial and final mixing to promote initial chemical reactions between lime, water, and soil.

**24-1.01C Submittals**

From 30 to 180 days before use, submit one 10-pound sample of each lime product proposed and from each source.

Submit lime samples in airtight containers under ASTM C 50. Mark the sample date on the container. Include the MSDS and chemical and physical analysis with the submittal.

With the lime samples, submit a Certificate of Compliance from the pre-qualified lime source under Section 6-1.07, "Certificates of Compliance," with a statement certifying the lime furnished is the same as that pre-qualified.

Fifteen days before starting soil stabilization activities, submit for the Engineer's approval a laboratory to perform quality control tests. The laboratory must be qualified under the Department's Independent Assurance Program.

Before you apply lime in slurry form, submit the slurry's lime content for Engineer's approval 25 days before application.

Before performing quality control sampling and testing, submit the time and location the sampling and testing will occur. Submit quality control testing results within 24 hours of receiving the results.

Submit a weighmaster certificate or bill of lading with each load of lime delivered to the jobsite.

#### **24-1.01D Quality Control and Assurance**

##### **General**

Perform quality control testing in the presence of the Engineer.

Place unique, sequentially numbered lock seals on each load and affix them to trailer blow down valves that are locked open. The bill of lading for each lime delivery must have that specific lock seal number legibly and visibly imprinted.

The Engineer samples each lime delivery truck at the job site and randomly tests them off-site.

##### **Pre-qualification of Lime Sources**

Lime sources must be listed on the Department's pre-qualified products list. The list is available at the METS web site.

The pre-qualified list for lime sources describes the application procedures for inclusion on the list.

##### **Preparing Soil**

After you prepare an area for lime soil stabilization, test the soil to be stabilized every 500 cubic yards for relative compaction under California Test 231 and moisture content under California Test 226, and verify the surface grades.

##### **Applying Lime**

The Engineer determines the final application rate for each lime product proposed from the samples submitted. If the soil being stabilized changes, the Engineer changes the application rate. Based on California Test 373, the Engineer reports the application rates as the percent of lime by dry weight of soil. The Engineer provides the optimum moisture content determined under California Test 373 for each application rate.

Before applying lime, measure the temperature at the ground surface.

If lime in dry form is used, the Engineer verifies the application rate using the drop pan method once per 40,000 square feet stabilized, or twice per day, whichever is greater.

If lime in slurry form is used, report the quantity of slurry placed by measuring the volume of slurry in the holding tank once per 40,000 square feet stabilized, or twice per day, whichever is greater.

##### **Mixing**

For each day of initial mixing, test the moisture content. Sample the material immediately after initial mixing.

Randomly test the adequacy of the final mixing with a phenolphthalein indicator solution.

During mixing operations, measure the ground temperature at full mixing depth.

After mixing and before compacting, determine maximum density under California Test 216 from composite samples of the mixed material and at each distinct change in material. Test the moisture content of the mixed material under California Test 226. Test the gradation for compliance with "Materials."

##### **Compaction**

Test relative compaction on a wet weight basis.

After initial compaction, determine in-place density under California Test 231 and moisture content under California Test 226 at the same locations. The testing frequency must be 1 test per 250 cubic yards of lime stabilized soil. Test in 0.50-foot depth intervals.

Before requesting to compact material in layers greater than 0.50 foot, construct a test strip in the production area and demonstrate the test strip passes compaction tests using the proposed thickness. The test strip must contain no more material than 1 day's production. The Engineer tests at not more than 0.50-foot depth intervals regardless of the thickness of your layers.

Construct test pads by scraping away material to the depth ordered by the Engineer. If a compaction test fails corrective action must include the layers of material already placed above the test pad elevation.

### Finish Grading

Do not proceed with construction activities for subsequent layers of material until the Engineer verifies the final grades of the lime stabilized soil.

### Dispute Resolution

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your lime producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed material for evaluation.

## 24-1.02 MATERIALS

### 24-1.02A Lime

Lime must comply with ASTM C 977 and the following:

<b>Lime</b>		
Quality Characteristic	ASTM	Specification
Available Calcium and Magnesium Oxide(min., %)	C 25 <sup>a</sup>	High Calcium Quicklime: CaO > 90 Dolomitic Quicklime: CaO > 55 and CaO + MgO > 90
Loss on ignition (max., %)	C 25	7 (total loss) 5 (carbon dioxide) 2 (free moisture)
Slaking rate	C 110	30 °C rise in 8 minutes

Notes:

<sup>a</sup> You may use ASTM C25 or ASTM C1301 and ASTM C1271.

A 0.5-pound sample of lime dry-sieved in a mechanical sieve shaker for 10 minutes ±30 seconds must comply with:

Sieve Sizes	Percentage Passing
3/8-inch	98-100

Slurry must:

1. Be free of contaminants
2. Contain at least the minimum dry solids
3. Have uniform consistency

If you prepare lime slurry, prepare it at the jobsite.

**24-1.02B Water**

If available, use potable water. Inform the Engineer if a water source other than potable water is used. If not using potable water, water for mixing soil and lime must:

1. Contain no more than 650 parts per million of chlorides as Cl, and no more than 1,300 parts per million of sulfates as SO<sub>4</sub>
2. Not contain an amount of impurities that will cause a reduction in the strength of the stabilize soil

**24-1.02C Mixed Material**

Take a composite sample from 5 random locations after initial mixing. The moisture content of the composite sample tested under California Test 226 must be a minimum of 3 percent greater than optimum. Determine the moisture versus density relationship of the composite sample material determined under California Test 216, except Part 2, Section E, Paragraph 6 is modified as follows:

After adjustment of the moisture content, compact each of the remaining test specimens in the mold, then record the water adjustment, tamper reading, and the corresponding adjusted wet density from the chart on Table 1 using the column corresponding to the actual wet weight of the test specimen compacted. Note each of these wet weights on Line I.

The mixed material before compaction excluding rock must comply with:

Sieve Sizes	Percentage Passing
1"	98 - 100
No. 4	60 - 100

**24-1.02D Curing Treatment**

Curing treatment may be any of the following:

1. Water cure
2. Curing seal
3. Moist material blanket

Curing seal must be SS or CSS grade asphaltic emulsion under Section 94, "Asphaltic Emulsions."

**24-1.03 CONSTRUCTION**

**24-1.03A General**

If using different types of lime or lime from more than one source, do not mix them. The Engineer determines separate application rates.

Deliver lime in full loads unless it is the last load needed for a work shift.

Apply lime at ground temperatures above 35 °F. Do not apply lime if you expect the ground temperature to drop below 35 °F before you complete mixing and compacting.

During mixing, maintain the in-place moisture of the soil to be stabilized a minimum 3 percent above the optimum moisture determined under California Test 216 as modified in "Mixed Material." During compaction and finish grading, add water to the surface to prevent drying until the next layer of mixed material is placed, or until you apply curing treatment.

Scarify the surface of lime stabilized soil at least 2 inches between each layer. Do not scarify the final surface of the lime stabilized soil.

Between the time of applying lime and 3 days after applying curing treatment, only allow equipment or vehicles on the soil being stabilized that are essential to the work.

### **24-1.03B Preparing Soil**

Except for soil clods, remove rocks or solids larger than 1/3 of the layer thickness. Regardless of the layer thickness, remove rocks and solids greater than 4 inches. Notify the Engineer if you encounter rocks or solids greater than 1/3 of the layer thickness.

Before adding lime, place the soil to be stabilized to within 0.08 foot of the specified lines and grades and compact to not less than 90 percent relative compaction.

### **24-1.03C Applying Lime**

Apply lime uniformly over the area to be stabilized using a vane spreader.

The Engineer determines the final application rate. Do not vary from this application rate by more than 5 percent.

Apply lime in dry form. If you request and the Engineer approves, you may apply lime in slurry form.

Lime slurry must be in suspension during application. Apply lime slurry uniformly making successive passes over a measured section or roadway until the specified lime content is reached. Apply the residue from lime slurry over the length of the roadway being processed.

### **24-1.03D Mixing**

Lime and soil to be stabilized must be mixed uniformly at least twice to within 0.10 foot of the specified depth at any point. If the mixing depth exceeds the specified depth by more than 10 percent, add lime in proportion to the exceeded depth. The Department does not pay for this added lime.

Mix lime on the same day it is applied. After the initial mixing, allow a mellowing period for at least 36 hours before final mixing. Moisture content during the mellowing period determined under California Test 226 must be at least 3 percent higher than the optimum moisture content. You may add water and mix during the mellowing period.

Remix until the mixture is uniform with no streaks or pockets of lime.

Except for clods larger than 1 inch, mixed material must have a color reaction with sprayed phenolphthalein alcohol indicator solution.

Complete all the mixing work within 7 days of the initial application of lime.

### **24-1.03E Compaction**

Begin compacting immediately after final mixing, but not less than 36 hours after the beginning of initial mixing.

Compact by using sheepsfoot or segmented wheel rollers immediately followed by steel drum or pneumatic-tired rollers. Do not use vibratory rollers.

If you request and the Engineer approves, you may compact mixed material in layers greater than 0.50 foot.

If the specified thickness is 0.50 foot or less, compact in one layer. If the specified thickness is more than 0.50 foot, compact in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer must not exceed 0.50 foot unless you first demonstrate your equipment and methods provide uniform distribution of lime and achieve the specified compaction.

Use other compaction methods in areas inaccessible to rollers.

Compact the lime stabilized soil to at least 95 percent relative compaction determined under California Test 216 as modified under "Mixed Material." The relative compaction is determined on a wet weight basis.

### **24-1.03F Finish Grading**

Maintain the moisture content of the lime stabilized soil through the entire finish grading operation at a minimum of 3 percent above optimum moisture content.

The finished surface of the lime stabilized soil must not vary more than 0.08 foot above or below the grade established by the Engineer unless the lime stabilized soil is to be covered by material paid for by the cubic yard, in which case the finished surface may not vary above the grade established by the Engineer.

If lime stabilized soil is above the allowable tolerance, trim, remove, and dispose of the excess material. Do not leave loose material on the finished surface. If finish rolling cannot be completed within 2 hours of trimming, defer trimming.

If lime stabilized soil is below the allowable tolerance, you may use trimmed material to fill low areas only if final grading and final compaction occurs within 48 hours of beginning initial compaction. Before placing trimmed material, scarify the surface of the area to be filled at least 2 inches deep.

Finish rolling of trimmed surfaces must be performed with at least 1 complete coverage with steel drum or pneumatic-tired rollers.

## **24-1.03G Curing**

### **General**

Choose the method of curing.

Apply the chosen cure method within 48 hours of completing the sheepsfoot or segmented wheel compaction. Apply the chosen cure method within the same day of any trimming and finish grading.

### **Water Cure**

Water may be used to cure the finished surface before you place a moist material blanket, or apply curing seal. Keep the surface above the optimum moisture content of the lime stabilized soil. Use this method for no more than 3 days, after which you must place a curing seal or moist material blanket.

### **Curing Seal**

Curing seal equipment must have a gage indicating the volume of curing seal in the storage tank.

If curing seal is used, apply it:

1. To the finished surface of lime stabilized soil under Section 94-1.06, "Applying," of the Standard Specifications
2. At a rate from 0.10 to 0.20 gallon per square yard. The Engineer determines the exact rate
3. When the lime stabilized soil is at optimum moisture
4. When the ambient temperature is above 40 °F and rising

Repair damaged curing seal the same day the damage occurs.

### **Moist Material Blanket**

Moist material blanket consists of moist structural material. Moist material blanket may be a temporary or permanent layer of material of sufficient thickness to prevent drying of the lime stabilized soil. You may use moist material blanket if the lime stabilized soil can bear the weight of construction equipment. Maintain the moist material blanket above the optimum moisture content, as appropriate, until the next structural layer is placed.

## **24-1.04 MEASUREMENT AND PAYMENT**

Lime stabilized soil is measured by the square yard determined from horizontal measurements of the planned surface of the lime stabilized soil.

Curing seal is measured under Section 94, "Asphaltic Emulsions." The amount of curing seal used is determined from the gauge specified for the curing equipment.

The contract item prices for the work involved with lime stabilized soil are paid:

1. Per square yard for lime stabilized soil
2. Per ton for lime
3. Per ton for asphaltic emulsion (curing seal)

Payment for the contract items involved with lime stabilized soil includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the lime stabilized soil, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The Department does not adjust payment for lime.

Quantities of lime wasted or disposed of in a manner not specified, or remaining on hand after completion of the work, will not be paid for. If you use a partial load of lime, weigh the truck and the remaining lime on a scale under Section 9-1.01, "Measurement of Quantities," and submit a weighmaster certificate to the Engineer.

Full compensation for preparing soil to be stabilized is included in the contract price paid per square yard for lime stabilized soil, and no separate payment is made therefor, except removing and disposing of rocks and solids larger 1/3 of the layer thickness and larger than 4 inches from native soil or embankment other than imported borrow is paid for as extra work as provided in Section 4-1.03D, "Extra Work." Removing and disposing of rocks and solids larger than 1/3 of the lift thickness and larger than 4 inches from imported borrow is at your expense.

Full compensation for mixing, compacting, and maintaining the moisture content of the lime stabilized soil is included in the contract price paid per square yard for lime stabilized soil, and no separate payment is made therefor.

Full compensation for applying lime is included in the contract price paid per ton for lime, and no additional compensation is allowed therefor.

If the dispute resolution ITP determines the Engineer's test results are correct, the Engineer deducts the ITP's testing costs from payments. If the ITP determines your test results are correct, the State pays the ITP testing costs.

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**SECTION 25 AGGREGATE SUBBASES**  
**(Issued 02-16-07)**

**In Section 25-1.02A replace the 1st paragraph with:**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:
  - 5.1. Asphalt concrete
  - 5.2. Portland cement concrete
  - 5.3. Lean concrete base
  - 5.4. Cement treated base

**Replace Section 25-1.02B with:**

**25-1.02B Class 4 Aggregate Subbase**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. Up to 100 percent of any combination of processed:
  - 5.1. Asphalt concrete
  - 5.2. Portland cement concrete
  - 5.3. Lean concrete base
  - 5.4. Cement treated base

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**SECTION 26 AGGREGATE BASES**  
**(Issued 02-16-07)**

**In Section 26-1.02A replace the 1st paragraph with:**

Aggregate must be clean and free from organic matter and other deleterious substances. Aggregate must consist of any combination of:

1. Broken stone
2. Crushed gravel





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**SECTION 28 LEAN CONCRETE BASE  
(Issued 05-15-09)**

**In Section 28-1.02 replace the 1st paragraph with:**

Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

**In Section 28-1.02 replace the 6th paragraph with:**

Aggregate shall be of such quality that, when mixed with cement in an amount not to exceed 300 pounds per cubic yard, and tested in conformance with the requirements in California Test 548, the compressive strength of a sample will be not less than 700 pounds per square inch at 7 days.

**Replace Section 28-1.05 with:**

Placing of lean concrete base shall conform to the provisions for placing concrete pavement in Section 40-3.04, "Placing Concrete," except that the third paragraph in Section 40-3.04A, "General," shall not apply.

Unless otherwise required by the plans or the special provisions, lean concrete base shall be constructed in not less than 12-foot widths separated by construction joints. Lean concrete base constructed monolithically in widths greater than 26 feet shall be constructed with a longitudinal contraction joint offset not more than 3 feet from the centerline of the width being constructed.

Longitudinal contraction joints in lean concrete base shall be constructed in conformance with the provisions in Section 40-3.08E, "Sawing Method."

When concrete pavement is to be placed over lean concrete base, longitudinal construction joints and longitudinal contraction joints in the lean concrete base shall not be within one foot of planned longitudinal contraction joints nor longitudinal construction joints in the concrete pavement.

Lean concrete base shall not be mixed nor placed while the atmospheric temperature is below 35 °F, and shall not be placed on frozen ground.

**In Section 28-1.06 replace the 1st and 2nd paragraphs with:**

Lean concrete base shall be spread, compacted, and shaped in conformance with the provisions in Section 40-3.04D, "Stationary Side Form Construction," and Section 40-3.04E, "Slip-Form Construction."

In advance of curing operations, lean concrete base to be surfaced with hot mix asphalt shall be textured with a drag strip of burlap, a broom or a spring steel tine device which will produce scoring in the finished surface. The scoring shall be parallel with the centerline or transverse thereto. The operation shall be performed at a time and in a manner to produce the coarsest texture practical for the method used.

**In Section 28-1.08 replace the 2nd paragraph with:**

Hardened lean concrete base with a surface lower than 0.05 foot below the grade established by the Engineer shall be removed and replaced with lean concrete base which complies with these specifications, or if permitted by the Engineer, the low areas shall be filled with pavement material as follows:

1. When pavement material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as pavement. This shall be done as a separate operation prior to placing the lowest layer of pavement, and full compensation for this filling will be considered as included in the contract price paid per cubic yard for lean concrete base and no additional compensation will be allowed therefor.
2. When pavement material is portland cement concrete, the low areas shall be filled with pavement concrete at the time and in the same operation that the pavement is placed. Full compensation for this filling will be considered as included in the contract price paid per cubic yard for lean concrete base and no additional compensation will be allowed therefor.

**SECTION 29 TREATED PERMEABLE BASES**  
**(Issued 05-15-09)**

**In Section 29-1.02B replace the 2nd paragraph with:**

Cement shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."

**In Section 29-1.04A replace the 1st paragraph with:**

Aggregates and asphalt for asphalt treated permeable base shall be stored, proportioned and mixed in the same manner provided for storing, proportioning and mixing aggregates and asphalt for hot mix asphalt in Section 39-1.08, "Production," except as follows:

1. The aggregate need not be separated into sizes.
2. The temperature of the aggregate before adding the asphalt binder shall be not less than 275° F nor more than 325° F.
3. Asphalt treated permeable base stored in excess of 2 hours shall not be used in the work.
4. The aggregate shall be combined with 2.5 percent paving asphalt by weight of the dry aggregate. After testing samples of the Contractor's proposed aggregate supply, the Engineer may order an increase or decrease in the asphalt content. If an increase or decrease is ordered, and the increase or decrease exceeds the specified amount by more than 0.1 percent by weight of the dry aggregate, the compensation payable to the Contractor for the asphalt treated permeable base will be increased or decreased on the basis of the total increase or decrease in asphalt.
5. The asphalt content of the asphalt mixture will be determined, at the option of the Engineer, by extraction tests in conformance with the requirements in California Test 310 or 362, or will be determined in conformance with the requirements in California Test 379. The bitumen ratio pounds of asphalt per 100 pounds of dry aggregate shall not vary by more than 0.5 pound of asphalt above or 0.5 pound of asphalt below the amount designated by the Engineer. Compliance with this requirement will be determined either by taking samples from trucks at the plant or from the mat behind the paver before rolling. If the sample is taken from the mat behind the paver, the bitumen ratio shall be not less than the amount designated by the Engineer, less 0.7 pound of asphalt per 100 pounds of dry aggregate.

**In Section 29-1.04B replace the 2nd paragraph with:**

Cement treated permeable base shall contain not less than 287 pounds of cement per cubic yard.

**In Section 29-1.05 replace the 1st paragraph with:**

Asphalt treated permeable base shall be spread and compacted as specified for hot mix asphalt under the "Method" construction process in Section 39, "Hot Mix Asphalt," and these specifications.

**In Section 29-1.05 in the 8th paragraph, replace the 2nd sentence with:**

The filter fabric shall conform to the provisions in Section 88-1.02, "Filtration," and shall be placed in conformance with the provisions for placing filter fabric for edge drains in Section 68-3.03, "Installation."

**In Section 29-1.06 replace the 1st and 2nd paragraphs with:**

Cement treated base shall be placed, spread, compacted, and shaped in conformance with the provisions in Section 40-3.04D, "Stationary Side Form Construction," and Section 40-3.04E, "Slip-Form Construction," except that vibrators shall not be used and the third paragraph in Section 40-3.04A, "General," shall not apply.

**In Section 29-1.06 in the 9th paragraph, replace the 2nd sentence with:**

The filter fabric shall conform to the provisions in Section 88-1.02, "Filtration," and shall be placed in conformance with the provisions for placing filter fabric for edge drains in Section 68-3.03, "Installation."

**In Section 29-1.07 replace the 2nd paragraph with:**

Hardened treated permeable base with a surface lower than 0.05 foot below the grade established by the Engineer shall be removed and replaced with treated permeable base which complies with these specifications, or if permitted by the Engineer, the low areas shall be filled with pavement material as follows:

- 1. When pavement material is hot mix asphalt, the low areas shall be filled with hot mix asphalt conforming to the requirements for the lowest layer of hot mix asphalt to be placed as pavement. This shall be done as a separate operation prior to placing the lowest layer of pavement.
- 2. When pavement material is portland cement concrete, the low areas shall be filled with pavement concrete at the time and in the same operation in which the pavement is placed.
- 3. Full compensation for filling low areas will be considered as included in the contract price paid per cubic yard for treated permeable base and no additional compensation will be allowed therefor.

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**SECTION 37 BITUMINOUS SEALS  
(Issued 06-05-09)**

**In Section 37-1.03 replace the 4th through 6th paragraphs with:**

On 2-lane two-way roadways, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to both sides of the traveled way where screenings are being spread on a traffic lane. The first W8-7 sign in each direction shall be placed where traffic first encounters loose screenings, regardless of which lane the screenings are being spread on. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along each side of the traveled way and at public roads or streets entering the seal coat area as directed by the Engineer.

On multilane roadways (freeways, expressways and multilane conventional highways) where screenings are being spread on a traffic lane, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to the outside edge of the traveled way nearest to the lane being worked on. The first W8-7 sign shall be placed where the screenings begin with respect to the direction of travel on that lane. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along the edge of traveled way and at on-ramps, public roads or streets entering the seal coat area as directed by the Engineer.

The W8-7 and W13-1 signs shall be maintained in place at each location until final brooming of the seal coat surface at that location is completed. The W8-7 and W13-1 signs shall conform to the provisions for construction area signs in Section 12, "Construction Area Traffic Control Devices." The signs may be set on temporary portable supports with the W13-1 below the W8-7 or on barricades with the W13-1 sign alternating with the W8-7 sign.

**In Section 37-1.07 replace the 2nd paragraph with:**

Rollers shall be oscillating type pneumatic-tired rollers. A minimum of 2 pneumatic-tired rollers conforming to the provisions in Section 39-3.03 "Spreading and Compacting Equipment," shall be furnished.

**In Section 37-1.09 replace the 2nd paragraph with:**

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying seal coat, complete in place, including furnishing, placing, maintaining, and removing W8-7 and W13-1 signs, when required, and temporary supports or barricades for the signs, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.



**39-1.02C Asphalt Binder**

Asphalt binder in HMA must comply with Section 92, "Asphalts," or Section 39-1.02D, "Asphalt Rubber Binder." The special provisions specify the grade.

Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

**39-1.02D Asphalt Rubber Binder**

**General**

Use asphalt rubber binder in RHMA-G, RHMA-O, and RHMA-O-HB. Asphalt rubber binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier (CRM)

The combined asphalt binder and asphalt modifier must be 80.0 ± 2.0 percent by weight of the asphalt rubber binder.

**Asphalt Modifier**

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon, and comply with:

**Asphalt Modifier for Asphalt Rubber Binder**

Quality Characteristic	ASTM	Specification
Viscosity, m <sup>2</sup> /s (x 10 <sup>-6</sup> ) at 100 °C	D 445	X ± 3 <sup>a</sup>
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 ± 2.0 percent scrap tire CRM and 25.0 ± 2.0 percent high natural CRM by total weight of CRM. Scrap tire CRM must be from any combination of automobile tires, truck tires, or tire buffings.

Sample and test scrap tire CRM and high natural CRM separately. CRM must comply with:

**Crumb Rubber Modifier for Asphalt Rubber Binder**

Quality Characteristic	Test Method	Specification
Scrap tire CRM gradation (% passing No. 8 sieve)	LP-10	100
High natural CRM gradation (% passing No. 10 sieve)	LP-10	100
Wire in CRM (% max.)	LP-10	0.01
Fabric in CRM (% max.)	LP-10	0.05
CRM particle length (inch max.) <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 that complies with the asphalt rubber binder specifications. In the design, designate the asphalt, asphalt modifier, and CRM and their proportions. The profile is not a performance specification and only serves to indicate expected trends in asphalt rubber binder properties during binder production. The profile must include the same component sources for the asphalt rubber binder used.

Design the asphalt rubber binder from testing you perform for each quality characteristic and for the reaction temperatures expected during production. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt rubber binder components, take samples, and perform and record the following tests:

**Asphalt Rubber Binder Reaction Design Profile**

Test	Minutes of Reaction <sup>a</sup>							Limits
	45	60	90	120	240	360	1440	
Cone penetration @ 77 °F, 0.10-mm (ASTM D 217)	X <sup>b</sup>				X		X	25 - 70
Resilience @ 77 °F, percent rebound (ASTM D 5329)	X				X		X	18 min.
Field softening point, °F (ASTM D 36)	X				X		X	125 - 165
Viscosity, centipoises (LP-11)	X	X	X	X	X	X	X	1,500 - 4,000

Notes:

<sup>a</sup> Six hours (360 minutes) after CRM addition, reduce the oven temperature to 275 °F for a period of 16 hours. After the 16-hour (1320 minutes) cool-down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1440 minutes).

<sup>b</sup> "X" denotes required testing

**Asphalt Rubber Binder**

After interacting for a minimum of 45 minutes, asphalt rubber binder must comply with:

**Asphalt Rubber Binder**

Quality Characteristic	Test for Quality Control or Acceptance	Test Method	Specification	
			Minimum	Maximum
Cone penetration @ 77 °F, 0.10-mm	Acceptance	ASTM D 217	25	70
Resilience @ 77 °F, percent rebound	Acceptance	ASTM D 5329	18	--
Field softening point, °F	Acceptance	ASTM D 36	125	165
Viscosity @ 375 °F, centipoises	Quality Control	LP-11	1,500	4,000

**39-1.02E Aggregate**

Aggregate must be clean and free from deleterious substances. Aggregate:

1. Retained on the No. 4 sieve is coarse
2. Passing the No. 4 sieve is fine
3. Added and passing the No. 30 sieve is supplemental fine, including:
  - 3.1. Hydrated lime
  - 3.2. Portland cement
  - 3.3. Fines from dust collectors

The special provisions specify the aggregate gradation for each HMA type.

The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The Engineer tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

**Aggregate Gradation  
(Percentage Passing)  
HMA Types A and B**

3/4–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	90 - 100	TV ±5
1/2"	70 - 90	TV ±6
No. 4	45 - 55	TV ±7
No. 8	32 - 40	TV ±5
No. 30	12 - 21	TV ±4
No. 200	2 - 7	TV ±2

1/2–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 99	TV ±6
3/8"	75 - 95	TV ±6
No. 4	55 - 66	TV ±7
No. 8	38 - 49	TV ±5
No. 30	15 - 27	TV ±4
No. 200	2 - 8	TV ±2

3/8–inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	95 - 100	TV ±6
No. 4	58 - 72	TV ±7
No. 8	34 - 48	TV ±6
No. 30	18 - 32	TV ±5
No. 200	2 - 9	TV ±2

No. 4 HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/8"	100	—
No. 4	95 - 100	TV ±7
No. 8	72 - 77	TV ±7
No. 30	37 - 43	TV ±7
No. 200	2 - 12	TV ±4

**Rubberized Hot Mix Asphalt - Gap Graded (RHMA-G)**

3/4-inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	95 - 100	TV ±5
1/2"	83 - 87	TV ±6
3/8"	65 - 70	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

1/2-inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	90 - 100	TV ±6
3/8"	83 - 87	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

**Open Graded Friction Course (OGFC)**

1-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1 1/2"	100	—
1"	99 - 100	TV ±5
3/4"	85 - 96	TV ±5
1/2"	55 - 71	TV ±6
No. 4	10 - 25	TV ±7
No. 8	6 - 16	TV ±5
No. 200	1 - 6	TV ±2

1/2-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 100	TV ±6
3/8"	78 - 89	TV ±6
No. 4	28 - 37	TV ±7
No. 8	7 - 18	TV ±5
No. 30	0 - 10	TV ±4
No. 200	0 - 3	TV ±2

3/8-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	90 - 100	TV ±6
No. 4	29 - 36	TV ±7
No. 8	7 - 18	TV ±6
No. 30	0 - 10	TV ±5
No. 200	0 - 3	TV ±2

Before the addition of asphalt binder and lime treatment, aggregate must comply with:



**Aggregate Quality**

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Percent of crushed particles Coarse aggregate (% min.)	CT 205				
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.)					
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	CT 211				
Loss at 100 Rev.		12	--	12	12
Loss at 500 Rev.		45	50	40	40
Sand equivalent (min.) <sup>a</sup>	CT 217	47	42	47	--
Fine aggregate angularity (% min.) <sup>b</sup>	CT 234	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	CT 235	10	10	10	10

Notes:

<sup>a</sup> Reported value must be the average of 3 tests from a single sample.

<sup>b</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

**39-1.02F Reclaimed Asphalt Pavement**

You may produce HMA using reclaimed asphalt pavement (RAP). HMA produced using RAP must comply with the specifications for HMA except aggregate quality specifications do not apply to RAP. You may substitute RAP aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15.0 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the job mix formula (JMF) submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15.0 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP throughout the project's life. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must consist only of homogeneous RAP.

**39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS**

**39-1.03A General**

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities. If RAP is used, use Laboratory Procedure LP-9. The result of the mix design becomes the proposed JMF.

Use Form CEM-3512 to document aggregate quality and mix design data. Use Form CEM-3511 to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Department's Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and accepts the JMF.

You may change the JMF during production. Do not use the changed JMF until the Engineer accepts it. Except when adjusting the JMF in compliance with Section 39-1.03E, "Job Mix Formula Verification," perform a new mix design and submit in writing a new JMF submittal for changing any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Asphalt rubber binder supplier
4. Component materials used in asphalt rubber binder or percentage of any component materials
5. Combined aggregate gradation
6. Aggregate sources
7. Substitution rate for RAP aggregate of more than 5 percent
8. Any material in the JMF

For OGFC, submit in writing a complete JMF submittal except asphalt binder content. The Engineer determines the asphalt binder content under California Test 368 within 20 days of your complete JMF submittal and provides you a Form CEM-3513.

### 39-1.03B Hot Mix Asphalt Mix Design

Perform a mix design that produces HMA in compliance with:

#### Hot Mix Asphalt Mix Design Requirements

Quality Characteristic	Test Method	HMA Type		
		A	B	RHMA-G
Air voids content (%)	CT 367 <sup>a</sup>	4.0	4.0	Special Provisions
Voids in mineral aggregate (% min.)	LP-2			
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	--
1/2" grading		14.0	14.0	18.0 – 23.0 <sup>b</sup>
3/4" grading		13.0	13.0	18.0 – 23.0 <sup>b</sup>
Voids filled with asphalt (%)	LP-3			
No. 4 grading		76.0 – 80.0	76.0 – 80.0	Note d
3/8" grading		73.0 – 76.0	73.0 – 76.0	
1/2" grading		65.0 – 75.0	65.0 – 75.0	
3/4" grading		65.0 – 75.0		
Dust proportion	LP-4			
No. 4 and 3/8" gradings		0.9 – 2.0	0.9 – 2.0	Note d
1/2" and 3/4" gradings		0.6 – 1.3	0.6 – 1.3	
Stabilometer value (min.) <sup>c</sup>	CT 366			
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

Notes:

<sup>a</sup> Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.

<sup>b</sup> Voids in mineral aggregate for RHMA-G must be within this range.

<sup>c</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 ± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>d</sup> Report this value in the JMF submittal.

For stability and air voids content, prepare 3 briquettes at the OBC and test for compliance. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 8 points. The average air void content may vary from the specified air void content by ±0.5 percent.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

### 39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

1. Proposed JMF on Form CEM-3511
2. Mix design documentation on Form CEM-3512 dated within 12 months of submittal
3. JMF verification on Form CEM-3513, if applicable
4. JMF renewal on Form CEM-3514, if applicable
5. Materials Safety Data Sheets (MSDS) for:
  - 5.1. Asphalt binder
  - 5.2. Base asphalt binder used in asphalt rubber binder

- 5.3. CRM and asphalt modifier used in asphalt rubber binder
- 5.4. Blended asphalt rubber binder mixture
- 5.5. Supplemental fine aggregate except fines from dust collectors
- 5.6. Antistrip additives

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

### **39-1.03D Job Mix Formula Review**

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate qualities during this review period.

### **39-1.03E Job Mix Formula Verification**

If you cannot submit a Department-verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit on Form CEM-3511 an adjusted JMF before the Engineer's verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to  $\pm 0.6$  percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

For HMA Type A, Type B, and RHMA-G, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. Notify the Engineer in writing at least 2 business days before sampling materials.

In the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample from any of the following locations:

1. The plant
2. A truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

You may sample from a different project including a non-Department project if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and use 1 part for your testing.

The Engineer verifies each proposed JMF within 20 days of receiving all verification samples and the JMF submittal has been accepted. If you request in writing, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation (JMF TV  $\pm$  tolerance)
3. Asphalt binder content (JMF TV  $\pm$  tolerance)
4. HMA quality specified in the table Hot Mix Asphalt Mix Design Requirements except:
  - 4.1. Air voids content (design value  $\pm$  2.0 percent)
  - 4.2. Voids filled with asphalt (report only if an adjustment for asphalt binder content target value is less than or equal to  $\pm$  0.3 percent from OBC)
  - 4.3. Dust proportion (report only if an adjustment for asphalt binder content target value is less than or equal to  $\pm$  0.3 percent from OBC)

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability and air voids content, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the Engineer verifies the JMF, the Engineer provides you a Form CEM-3513.

If the Engineer's tests on plant-produced samples do not verify the JMF, the Engineer notifies you in writing and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to  $\pm$ 0.6 percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new Form CEM-3511 and verification of a plant-produced sample.

A verified JMF is valid for 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the State's expense up to 2 proposed JMF including a JMF adjusted after verification failure. The Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or JMF renewal.

### **39-1.03F Job Mix Formula Renewal**

You may request a JMF renewal by submitting the following:

1. Proposed JMF on Form CEM-3511
2. A previously verified JMF documented on Form CEM-3513 dated within 12 months
3. Mix design documentation on Form CEM-3512 used for the previously verified JMF

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.

4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer may verify aggregate qualities during this review period.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate, RAP, and HMA, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer verifies the JMF renewal submittal under Section 39-1.03E, "Job Mix Formula Verification," except:

1. The Engineer retains samples until you provide test results for your part on Form CEM-3514.
2. The Engineer tests samples of materials obtained from the HMA production unit after you submit test results that comply with the specifications for the quality characteristics under Section 39-1.03E, "Job Mix Formula Verification."
3. The Engineer verifies each proposed JMF renewal within 20 days of receiving verification samples.
4. You may not adjust the JMF due to a failed verification.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the State's expense 1 proposed JMF renewal within a 12-month period.

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal or the Engineer may perform aggregate quality tests for verification of JMF renewal.

If the Engineer verifies the JMF renewal, the Engineer provides you a Form CEM-3513.

### **39-1.03G Job Mix Formula Modification**

For an accepted JMF, you may change binder source one time during production.

Submit your modified JMF request a minimum of 3 business days before production. Each modified JMF submittal must consist of:

1. Proposed modified JMF on Form CEM-3511.
2. Mix design records on Form CEM-3512 for the accepted JMF to be modified.
3. JMF verification on Form CEM-3513 for the accepted JMF to be modified.
4. Quality characteristics test results for the modified JMF as specified in section 39-1.03B. Perform tests at the mix design OBC as shown on Form CEM-3512.
5. If required, California Test 371 test results for the modified JMF.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 5 business days of receiving all verification samples. If California Test 371 is required, the Engineer tests for California Test 371 within 10 days of receiving verification samples.

The Engineer verifies the modified JMF after the modified JMF HMA is placed on the project and verification samples are taken within the first 750 tons following sampling requirements in Section 39-1.03E, "Job Mix Formula Verification." The Engineer tests verification samples for compliance with:

1. Stability as shown in the table titled "Hot Mix Asphalt Mix Design Requirements"
2. Air void content at design value  $\pm 2.0$  percent
3. Voids in mineral aggregate as shown in the table titled "Hot Mix Asphalt Mix Design Requirements"
4. Voids filled with asphalt if an adjustment for asphalt binder content TV is more than  $\pm 0.3$  percent from the original OBC shown on Form CEM-3512.
5. Dust proportion if an adjustment for asphalt binder content TV is more than  $\pm 0.3$  percent from OBC shown on Form CEM-3512.

If the modified JMF is verified, the Engineer revises your Form CEM-3513 to include the new binder source. Your revised Form CEM-3513 will have the same expiration date as the original Form CEM-3513 for the accepted JMF that is modified.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 from payments for each modified JMF verification that requires California Test 371.

### **39-1.03H Job Mix Formula Acceptance**

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

### **39-1.04 CONTRACTOR QUALITY CONTROL**

#### **39-1.04A General**

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results to the Engineer within 3 business days of a request except when QC / QA is specified.

You must identify the HMA sampling location in your Quality Control Plan. During production, take samples under California Test 125. You may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

#### **39-1.04B Prepaving Conference**

Meet with the Engineer at a prepaving conference at a mutually agreed time and place. Discuss methods of performing the production and paving work.

#### **39-1.04C Asphalt Rubber Binder**

Take asphalt rubber binder samples from the feed line connecting the asphalt rubber binder tank to the HMA plant. Sample and test asphalt rubber binder under Laboratory Procedure LP-11.

Test asphalt rubber binder for compliance with the viscosity specifications in Section 39-1.02, "Materials." During asphalt rubber binder production and HMA production using asphalt rubber binder, measure viscosity every hour with not less than 1 reading for each asphalt rubber binder batch. Log measurements with corresponding time and asphalt rubber binder temperature. Submit the log daily in writing.

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance." With the Certificate of Compliance, submit test results in writing for CRM and asphalt modifier with each truckload delivered to the HMA plant. A Certificate of Compliance for asphalt modifier must not represent more than 5,000 pounds. Use an AASHTO-certified laboratory for testing.

Sample and test gradation and wire and fabric content of CRM once per 10,000 pounds of scrap tire CRM and once per 3,400 pounds of high natural CRM. Sample and test scrap tire CRM and high natural CRM separately.

Submit certified weight slips in writing for the CRM and asphalt modifier furnished.

#### **39-1.04D Aggregate**

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

#### **39-1.04E Reclaimed Asphalt Pavement**

Perform RAP quality control testing each day.

Sample RAP once daily and determine the RAP aggregate gradation under Laboratory Procedure LP-9 and submit the results to the Engineer in writing with the combined aggregate gradation.

#### **39-1.04F Density Cores**

To determine density for Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores at least once every 5 business days. Take 1 density core for every 250 tons of HMA from random locations the Engineer designates. Take density cores in the Engineer's presence and backfill and compact holes with material authorized by the Engineer. Before submitting a density core to the Engineer, mark it with the density core's location and place it in a protective container.

If a density core is damaged, replace it with a density core taken within 1 foot longitudinally from the original density core. Relocate any density core located within 1 foot of a rumble strip to 1 foot transversely away from the rumble strip.

### **39-1.04G Briquettes**

Prepare 3 briquettes for each stability and air voids content determination. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 12 points.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

### **39-1.05 ENGINEER'S ACCEPTANCE**

The Engineer's acceptance of HMA is specified in the sections for each HMA construction process.

The Engineer samples materials for testing under California Test 125 and the applicable test method except samples may be taken from:

1. The plant from:
  - 1.1. A truck
  - 1.2. An automatic sampling device
2. The mat behind the paver

Sampling must be independent of Contractor quality control, statistically-based, and random. If you request, the Engineer splits samples and provides you with a part.

The Engineer accepts HMA based on:

1. Accepted JMF
2. Accepted QCP for Standard and QC / QA
3. Compliance with the HMA Acceptance tables
4. Acceptance of a lot for QC / QA
5. Visual inspection

The Engineer prepares 3 briquettes for each stability and air voids content determination. The Engineer reports the average of 3 tests. The Engineer prepares new briquettes and test if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

### **39-1.06 DISPUTE RESOLUTION**

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer in writing within 5 business days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your HMA producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed HMA for evaluation.

### **39-1.07 PRODUCTION START-UP EVALUATION**

The Engineer evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the first day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and keep 1 part.

For Standard and QC / QA projects, you and the Engineer must test the split samples and report test results in writing within 3 business days of sampling. If you proceed before receipt of the test results, the Engineer may consider the HMA placed to be represented by these test results.

For Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores within the first 750 tons on the first day of HMA production. For each density core, the Engineer reports the bulk specific gravity determined under California Test 308, Method A in addition to the percent of maximum theoretical density. You may test for in-place density at the density core locations and include them in your production tests for percent of maximum theoretical density.

### **39-1.08 PRODUCTION**

#### **39-1.08A General**

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department-qualified. Before production, the HMA plant must have a current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. The set point for asphalt binder content

#### **39-1.08B Mixing**

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be between 275 °F and 375 °F when mixed with aggregate.

Asphalt rubber binder must be between 375 °F and 425 °F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 °F except aggregate for OGFC with unmodified asphalt binder must be not more than 275 °F. Aggregate temperature specifications do not apply when you use RAP.

HMA with or without RAP must not be more than 325 °F.

#### **39-1.08C Asphalt Rubber Binder**

Deliver scrap tire CRM and high natural CRM in separate bags.

Either proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If you premix asphalt binder and asphalt modifier, asphalt binder must be from 375 to 425 degrees F when you add the asphalt modifier. Mix them for at least 20 minutes. When you add CRM, the asphalt binder and asphalt modifier must be between 375 °F and 425 °F.



Do not use asphalt rubber binder during the first 45 minutes of the reaction period. During this period, the asphalt rubber binder mixture must be between 375 °F and the lower of 425 °F or 25 °F below the asphalt binder's flash point indicated in the MSDS.

If any asphalt rubber binder is not used within 4 hours after the reaction period, discontinue heating. If the asphalt rubber binder drops below 375 °F, reheat before use. If you add more scrap tire CRM to the reheated asphalt rubber binder, the binder must undergo a 45-minute reaction period. The added scrap tire CRM must not exceed 10 percent of the total asphalt rubber binder weight. Reheated and reacted asphalt rubber binder must comply with the viscosity specifications for asphalt rubber binder in Section 39-1.02, "Materials." Do not reheat asphalt rubber binder more than twice.

### 39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER

#### 39-1.09A General

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

#### 39-1.09B Subgrade

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

#### 39-1.09C Tack Coat

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

**Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G**

HMA over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
PCC and existing HMA (AC) surfaces	0.03	0.04	0.03
Planed PCC and HMA (AC) surfaces	0.05	0.06	0.04

**Tack Coat Application Rates for OGFC**

OGFC over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA	0.03	0.04	0.03
PCC and existing HMA (AC) surfaces	0.05	0.06	0.04
Planed PCC and HMA (AC) surfaces	0.06	0.07	0.05

If you dilute asphaltic emulsion, mix until homogeneous before application.  
Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.  
If you request in writing and the Engineer authorizes, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
  - 2.1. No dust, dirt, or extraneous material is present
  - 2.2. The surface is at least 140 °F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.  
Asphalt binder tack coat must be between 285 °F and 350 °F when applied.

**39-1.09D Geosynthetic Pavement Interlayer**

Place geosynthetic pavement interlayer in compliance with the manufacturer's recommendations.  
Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. The State pays for this repair work under Section 4-1.03D, "Extra Work."
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 gallon ± 0.03 gallon of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Asphalt binder must be from 285 °F to 350 °F and below the minimum melting point of the geosynthetic pavement interlayer when applied.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.

The minimum HMA thickness over the interlayer must be 0.12 foot thick including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders between 2 inches and 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

### **39-1.10 SPREADING AND COMPACTING EQUIPMENT**

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

### **39-1.11 TRANSPORTING, SPREADING, AND COMPACTING**

Do not pave HMA on a wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 °F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts

## 9. Turn pockets

If the number of lanes change, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 °F for HMA with unmodified binder
2. Below 140 °F for HMA with modified binder
3. Below 200 °F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic tired roller to compact RHMA-G.

For Standard and QC/QA, if a 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," for any of the following:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and a 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
  - 3.1. Asphalt concrete surfacing replacement areas
  - 3.2. Leveling courses
  - 3.3. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 °F.

If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."

Spread sand at a rate between 1 pound and 2 pounds per square yard on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-3.03, "Fine Aggregate Grading." Keep traffic off the pavement until spreading sand is complete.

### 39-1.12 SMOOTHNESS

#### 39-1.12A General

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If portland cement concrete is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade specified by the Engineer.
2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade specified by the Engineer.

### 39-1.12B Straightedge

The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

### 39-1.12C Profilograph

Under California Test 526, determine the zero (null) blanking band Profile Index ( $PI_0$ ) 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 2.5 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the  $PI_0$  must be at most 5 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.

Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

The following HMA pavement areas do not require a  $PI_0$ . 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 0.25 foot
2. HMA sections of city or county streets and roads, turn lanes and collector lanes that are less than 1,500 feet in length

The following HMA pavement areas do not require a  $PI_0$ . You must measure these areas with a 12-foot straightedge:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:
  - 2.1. Existing pavement not constructed under the same project
  - 2.2. A bridge deck or approach slab
3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present on:
  - 4.1. Ramps
  - 4.2. Connectors
5. Turn lanes
6. Areas within 15 feet of manholes or drainage transitions
7. Acceleration and deceleration lanes for at-grade intersections
8. Shoulders and miscellaneous areas
9. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement

### **39-1.12D Smoothness Correction**

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On ground areas not overlaid with OGFC, apply fog seal coat under Section 37-1, "Seal Coats."

### **39-1.13 MISCELLANEOUS AREAS AND DIKES**

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request in writing and the Engineer authorizes, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

## **39-2 STANDARD**

### **39-2.01 DESCRIPTION**

If HMA is specified as Standard, construct it under Section 39-1, "General," this Section 39-2, "Standard," and Section 39-5, "Measurement and Payment."

### **39-2.02 CONTRACTOR QUALITY CONTROL**

#### **39-2.02A Quality Control Plan**

Establish, implement, and maintain a Quality Control Plan (QCP) for HMA. The QCP must describe the organization and procedures you will use to:

1. Control the quality characteristics
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

When you submit the proposed JMF, submit the written QCP. You and the Engineer must discuss the QCP during the prepaving conference.

The QCP must address the elements affecting HMA quality including:

1. Aggregate
2. Asphalt binder
3. Additives
4. Production
5. Paving

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

### **39-2.02B Quality Control Testing**

Perform sampling and testing at the specified frequency for the following quality characteristics:

**Minimum Quality Control – Standard**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	HMA Type			
			A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	CT 202	1 per 750 tons and any remaining part at the end of the project	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>
Sand equivalent (min.) <sup>c</sup>	CT 217		47	42	47	--
Asphalt binder content (%)	CT 379 or 382		JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (% max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	1.0
Field compaction, (% max. theoretical density) <sup>d,e</sup>	Quality control plan	2 per business day (min.)	91 - 97	91 - 97	91 - 97	--
Stabilometer value (min.) <sup>c,f</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	One per 4,000 tons or 2 per 5 business days, whichever is more	30	30	--	--
			37	35	23	--
Air voids content (%) <sup>c,g</sup>	CT 367		4 ± 2	4 ± 2	Specification ± 2	--
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants <sup>h</sup>	CT 226 or CT 370	2 per day during production	--	--	--	--
Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	As necessary and designated in the QCP. At least once per project	90	25	--	90
			75	--	90	75
			70	20	70	90
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	CT 211		12 45	-- 50	12 40	12 40



Flat and elongated particles (% max. by weight @ 5:1)	CT 235		Report only	Report only	Report only	Report only
Fine aggregate angularity (% min.) <sup>i</sup>	CT 234		45	45	45	--
Voids filled with asphalt (%) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3		76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only	--
Voids in mineral aggregate (% min.) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 <sup>k</sup> 18.0 – 23.0 <sup>k</sup>	--
Dust proportion <sup>j</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4		0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	--
Smoothness	Section 39-1.12	--	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge and must-grind
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	Section 39-1.04C	--	--	1,500 – 4,000	1,500 – 4,000
Asphalt modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D

Notes:

<sup>a</sup> Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>c</sup> Report the average of 3 tests from a single split sample.

<sup>d</sup> Determine field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, No. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>e</sup> To determine field compaction use:

1. In-place density measurements using the method specified in your QC.
2. California Test 309 to determine maximum theoretical density at the frequency specified in California Test 375, Part 5C.

<sup>f</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>g</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>h</sup> For adjusting the plant controller at the HMA plant.

<sup>i</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>j</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

For any single quality characteristic except smoothness, if 2 consecutive quality control test results do not comply with the action limits or specifications:

1. Stop production.
2. Notify the Engineer in writing.
3. Take corrective action.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### **39-2.03 ENGINEER'S ACCEPTANCE**

#### **39-2.03A Testing**

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Standard**

Quality Characteristic	Test Method	HMA Type							
		A	B	RHMA-G	OGFC				
Aggregate gradation <sup>a</sup>	CT 202	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>				
Sieve						3/4"	1/2"	3/8"	
1/2"						X <sup>b</sup>			
3/8"							X		
No. 4								X	
No. 8						X	X	X	
No. 200	X	X	X						
Sand equivalent (min.) <sup>d</sup>	CT 217	47	42	47	--				
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50				
HMA moisture content (% max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0				
Field compaction (% max. theoretical density) <sup>e,f</sup>	CT 375	91 – 97	91 – 97	91 – 97	--				
Stabilometer value (min.) <sup>d,g</sup>	CT 366	30	30	--	--				
No. 4 and 3/8" gradings									
1/2" and 3/4" gradings		37	35	23	--				
Air voids content (%) <sup>d,h</sup>	CT 367	4 ± 2	4 ± 2	Specification ± 2	--				
Percent of crushed particles	CT 205								
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	12	--	12	12				
Loss at 100 rev.						45	50	40	40
Loss at 500 rev.									
Fine aggregate angularity (% min.) <sup>i</sup>	CT 234	45	45	45	--				
Flat and elongated particles (% max. by weight @ 5:1)	CT 235	Report only	Report only	Report only	Report only				
Voids filled with asphalt (%) <sup>j</sup>	LP-3	76.0 – 80.0	76.0 – 80.0	Report only					
No. 4 grading									
3/8" grading						73.0 – 76.0	73.0 – 76.0	--	
1/2" grading						65.0 – 75.0	65.0 – 75.0		
3/4" grading						65.0 – 75.0	65.0 – 75.0		
Voids in mineral aggregate (% min.) <sup>j</sup>	LP-2								
No. 4 grading						17.0	17.0	--	--
3/8" grading						15.0	15.0	--	--
1/2" grading						14.0	14.0	18.0 – 23.0 <sup>k</sup>	
3/4" grading						13.0	13.0	18.0 – 23.0 <sup>k</sup>	
Dust proportion <sup>j</sup>	LP-4	0.9 – 2.0	0.9 – 2.0	Report only	--				
No. 4 and 3/8" gradings									
1/2" and 3/4" gradings		0.6 – 1.3	0.6 – 1.3						
Smoothness	Section 39-1.12	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge and must-grind				

Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.02(C) and Section 39-1.02D	Section 92-1.02(C) and Section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

<sup>c</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>d</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>e</sup> The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or No.4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>f</sup> To determined field compaction, the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core.
2. California Test 309 to determine maximum theoretical density at the frequency specified in California Test 375, Part 5C.

<sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>i</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>j</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

The Engineer tests the density core you take from each 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing by the maximum theoretical density.

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

1. 1/2-inch, 3/8-inch, or No. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot and any layer is less than 0.20 foot.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

**Reduced Payment Factors for Percent of Maximum Theoretical Density**

HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

**39-2.04 TRANSPORTING, SPREADING, AND COMPACTING**

Determine the number of rollers needed to obtain the specified density and surface finish.

**39-3 METHOD**

**39-3.01 DESCRIPTION**

If HMA is specified as Method, construct it under Section 39-1, "General," this Section 39-3, "Method," and Section 39-5, "Measurement and Payment."

**39-3.02 ENGINEER'S ACCEPTANCE**

**39-3.02A Testing**

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance - Method**

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	CT 202	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>
Sand equivalent (min.) <sup>c</sup>	CT 217	47	42	47	--
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (% max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0
Stabilometer value (min.) <sup>c,d</sup> 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	25	--	90
		75	--	90	75
		70	20	70	90
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	CT 211	12	--	12	12
		45	50	40	40
Air voids content (%) <sup>c,e</sup>	CT 367	4 ± 2	4 ± 2	Specification ± 2	--
Fine aggregate angularity (% min.) <sup>f</sup>	CT 234	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	CT 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) <sup>g</sup> 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		
		65.0 – 75.0	65.0 – 75.0		
Voids in mineral aggregate (% min.) <sup>g</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>h</sup>	
		13.0	13.0	18.0 – 23.0 <sup>h</sup>	
		13.0	13.0	18.0 – 23.0 <sup>h</sup>	
Dust proportion <sup>g</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4	0.9 – 2.0	0.9 – 2.0	Report only	--
		0.6 – 1.3	0.6 – 1.3		
Smoothness	Section 39-1.12	12-foot straightedge and must-grind	12-foot straightedge and must-grind	12-foot straightedge and must-grind	12-foot straightedge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.02(C) and	Section 92-1.02(C) and

				Section 39-1.02D	Section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup>The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup>The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>c</sup>The Engineer reports the average of 3 tests from a single split sample.

<sup>d</sup>Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>e</sup>The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>f</sup>The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>g</sup>Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>h</sup>Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### 39-3.03 SPREADING AND COMPACTING EQUIPMENT

Each paver spreading HMA Type A and Type B must be followed by 3 rollers:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Compact RHMA-G under the specifications for compacting HMA Type A and Type B except do not use pneumatic-tired rollers.

Compact OGFC with steel-tired, 2-axle tandem rollers. If placing over 300 tons of OGFC per hour, use at least 3 rollers for each paver. If placing less than 300 tons of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh between 126 pounds to 172 pounds per linear inch of drum width. Turn the vibrator off.

### 39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 0.25-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Spread HMA Type A and Type B only if atmospheric and surface temperatures are:

### Minimum Atmospheric and Surface Temperatures

Compacted Layer Thickness, feet	Atmospheric, ° F		Surface, ° F	
	Unmodified Asphalt Binder	Modified Asphalt Binder <sup>a</sup>	Unmodified Asphalt Binder	Modified Asphalt Binder <sup>a</sup>
	< 0.15	55	50	60
0.15 – 0.25	45	45	50	50

Note:

<sup>a</sup> Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is:

1. Unmodified asphalt binder, complete:

- 1.1. First coverage of breakdown compaction before the surface temperature drops below 250 °F
- 1.2. Breakdown and intermediate compaction before the surface temperature drops below 200 °F
- 1.3. Finish compaction before the surface temperature drops below 150 °F

2. Modified asphalt binder, complete:

- 2.1. First coverage of breakdown compaction before the surface temperature drops below 240 °F
- 2.2. Breakdown and intermediate compaction before the surface temperature drops below 180 °F
- 2.3. Finish compaction before the surface temperature drops below 140 °F

For RHMA-G:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete the first coverage of breakdown compaction before the surface temperature drops below 285 °F.
3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 °F.
4. Complete finish compaction before the surface temperature drops below 200 °F.
5. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with unmodified asphalt binder:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 200 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with modified asphalt binder except asphalt rubber binder:

1. Only spread and compact if the atmospheric temperature is at least 50 °F and the surface temperature is at least 50 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 180 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:



1. Only spread and compact if the atmospheric temperature is at least 55 °F and surface temperature is at least 60 °F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 °F.
3. Complete compaction before the surface temperature drops below 250 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharge to truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A, Type B, and RHMA-G with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the HMA layer thickness is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not to exceed 5 mph.

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

### **39-4 QUALITY CONTROL / QUALITY ASSURANCE**

#### **39-4.01 DESCRIPTION**

If HMA is specified as Quality Control / Quality Assurance, construct it under Section 39-1, "General," this Section 39-4, "Quality Control / Quality Assurance," and Section 39-5, "Measurement and Payment."

#### **39-4.02 GENERAL**

The QC / QA construction process consists of:

1. Establishing, maintaining, and changing if needed a quality control system providing assurance the HMA complies with the specifications
2. Sampling and testing at specified intervals, or sublots, to demonstrate compliance and to control process
3. The Engineer sampling and testing at specified intervals to verify testing process and HMA quality
4. The Engineer using test results, statistical evaluation of verified quality control tests, and inspection to accept HMA for payment

A lot is a quantity of HMA. The Engineer designates a new lot when:

1. 20 sublots are complete
2. The JMF changes
3. Production stops for more than 30 days

Each lot consists of no more than 20 sublots. A subplot is 750 tons except HMA paved at day's end greater than 250 tons is a subplot. If HMA paved at day's end is less than 250 tons, you may either make this quantity a subplot or include it in the previous subplot's test results for statistical evaluation.

#### **39-4.03 CONTRACTOR QUALITY CONTROL**

##### **39-4.03A General**

Use a composite quality factor,  $QF_C$ , and individual quality factors,  $QF_{QC_i}$ , to control your process and evaluate your quality control program. For quality characteristics without quality factors, use your quality control plan's action limits to control process.

Control HMA quality including:

1. Materials

2. Proportioning
3. Spreading and compacting
4. Finished roadway surface

Develop, implement, and maintain a quality control program that includes:

1. Inspection
2. Sampling
3. Testing

#### **39-4.03B Quality Control Plan**

With the JMF submittal, submit a written Quality Control Plan (QCP). The QCP must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement. Discuss the QCP with the Engineer during the prepaving conference.

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

The QCP must include the name and qualifications of a Quality Control Manager. The Quality Control Manager administers the QCP and during paving must be at the job site within 3 hours of receiving notice. The Quality Control Manager must not be any of the following on the project:

1. Foreman
2. Production or paving crewmember
3. Inspector
4. Tester

The QCP must include action limits and details of corrective action you will take if a test result for any quality characteristic falls outside an action limit.

As work progresses, you must submit a written QCP supplement to change quality control procedures, personnel, tester qualification status, or laboratory accreditation status.

#### **39-4.03C Quality Control Inspection, Sampling, And Testing**

Sample, test, inspect, and manage HMA quality control.

Provide a roadway inspector while HMA paving activities are in progress. Provide a plant inspector during HMA production.

Inspectors must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement.

Provide a testing laboratory and personnel for quality control testing. Provide the Engineer unrestricted access to the quality control activities. Before providing services for the project, the Engineer reviews, accredits, and qualifies the testing laboratory and personnel under the Department's Independent Assurance Program.

The minimum random sampling and testing for quality control is:

**Minimum Quality Control – QC / QA**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	HMA Type			Location of Sampling	Max. Reporting Time Allowance
			A	B	RHMA-G		
Aggregate gradation <sup>a</sup>	CT 202	1 per 750 tons	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	CT 125	24 hours
Asphalt binder content (%)	CT 379 or 382		JMF ±0.45	JMF ±0.45	JMF ±0.5	Loose Mix Behind Paver See CT 125	
Field compaction (% max. theoretical density) <sup>c,d</sup>	QC Plan		92 - 96	92 - 96	91 - 96	QC Plan	
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants <sup>e</sup>	CT 226 or CT 370	2 per day during production	--	--	--	Stock-piles or cold feed belts	--
Sand equivalent (min.) <sup>f</sup>	CT 217	1 per 750 tons	47	42	47	CT 125	24 hours
HMA moisture content (% max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	Loose Mix Behind Paver See CT 125	24 hours
Stabilometer Value (min.) <sup>f, g</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	1 per 4,000 tons or 2 per 5 business days, whichever is more	30	30	--		48 hours
			37	35	23		
Air voids content (%) <sup>f, h</sup>	CT 367		4 ± 2	4 ± 2	Specification ± 2		

Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	As necessary and designated in QCP. At least once per project.	90	25	--	CT 125	48 hours
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	CT 211		12 45	-- 50	12 40	CT 125	
Fine aggregate angularity (% min.) <sup>i</sup>	CT 234		45	45	45	CT 125	
Flat and elongated particle (% max. by weight @ 5:1)	CT 235		Report only	Report only	Report only	CT 125	
Voids filled with asphalt (%) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3		76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only	LP-3	
Voids in mineral aggregate (% min.) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 <sup>k</sup> 18.0 – 23.0 <sup>k</sup>	LP-2	
Dust proportion <sup>j</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4		0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	LP-4	
Smoothness	Section 39-1.12	--	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>	--	
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	--	--	--	1,500 – 4,000	Section 39-1.02D	24 hours
Crumb rubber modifier	Section 39-1.02D	--	--	--	Section 39-1.02D	Section 39-1.02D	48 hours

Notes:

<sup>a</sup> Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>c</sup> Determine field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, No. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>d</sup> To determine field compaction use:

1. In-place density measurements using the method specified in your QC.
2. California Test 309 to determine maximum theoretical density at the frequency specified in California Test 375, Part 5C.

<sup>e</sup> For adjusting the plant controller at the HMA plant.

<sup>f</sup> Report the average of 3 tests from a single split sample.

<sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>h</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>i</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>j</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

Within the specified reporting time, submit written test results including:

1. Sampling location, quantity, and time
2. Testing results
3. Supporting data and calculations

If test results for any quality characteristic are beyond the action limits in the QCP, take corrective actions. Document the corrective actions taken in the inspection records under Section 39-4.03E, "Records of Inspection and Testing."

Stop production, notify the Engineer in writing, take corrective action, and demonstrate compliance with the specifications before resuming production and placement on the State highway if:

1. A lot's composite quality factor,  $QF_C$ , or an individual quality factor,  $QF_{QCi}$  for  $i = 3, 4, \text{ or } 5$ , is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation," using quality control data
2. An individual quality factor,  $QF_{QCi}$  for  $i = 1 \text{ or } 2$ , is below 0.75 using quality control data
3. Quality characteristics for which a quality factor,  $QF_{QCi}$ , is not determined has 2 consecutive quality control tests not in compliance with the specifications

### **39-4.03D Charts And Records**

Record sampling and testing results for quality control on forms provided in the "Quality Control Manual for Hot Mix Asphalt," or on forms you submit with the QCP. The QCP must also include form posting locations and submittal times.

Submit quality control test results using the Department's statistical evaluation program, HMAPay, available at

[www.dot.ca.gov/hq/construc/hma/index.htm](http://www.dot.ca.gov/hq/construc/hma/index.htm)

### **39-4.03E Records Of Inspection And Testing**

During HMA production, submit in writing a daily:

1. HMA Construction Daily Record of Inspection. Also make this record available at the HMA plant and job site each day.
2. HMA Inspection and Testing Summary. Include in the summary:
  - 2.1. QC worksheet with updated test results from the HMAPay program
  - 2.2. Test forms with the testers' signatures and Quality Control Manager's initials.
  - 2.3. Inspection forms with the inspectors' signatures and Quality Control Manager's initials.

- 2.4. A list and explanation of deviations from the specifications or regular practices.
- 2.5. A signed statement by the Quality Control Manager that says:

"It is hereby certified that the information contained in this record is accurate, and that information, tests, or calculations documented herein comply with the specifications of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as part of this record."

Retain for inspection the records generated as part of quality control including inspection, sampling, and testing for at least 3 years after final acceptance.

### 39-4.03F Statistical Evaluation

#### General

Determine a lot's composite quality factor,  $QF_C$ , and the individual quality factors,  $QF_{QCi}$ . Perform statistical evaluation calculations to determine these quality factors based on quality control test results for:

1. Aggregate gradation
2. Asphalt binder content
3. Percent of maximum theoretical density

The Engineer grants a waiver and you must use 1.0 as the individual quality factor for percent of maximum theoretical density,  $QF_{QCS}$ , for HMA paved in:

1. Areas where the total paved thickness is less than 0.15 foot
2. Areas where the total paved thickness is less than 0.20 foot and a 3/4-inch grading is specified and used
3. Dig outs
4. Leveling courses
5. Areas where, in the opinion of the Engineer, compaction or compaction measurement by conventional methods is impeded

#### Statistical Evaluation Calculations

Use the Variability-Unknown / Standard Deviation Method to determine the percentage of a lot not in compliance with the specifications.

Determine the percentage of work not in compliance with the specification limits for each quality characteristic as follows:

1. Calculate the arithmetic mean ( $\bar{X}$ ) of the test values

$$\bar{X} = \frac{\sum X}{n}$$

where:

x = individual test values  
n = number of test values

2. Calculate the standard deviation

$$s = \sqrt{\frac{n(\sum x^2) - (\sum x)^2}{n(n-1)}}$$

where:

$\sum(x^2)$  = sum of the squares of individual test values  
 $(\sum x)^2$  = sum of the individual test values squared  
n = number of test values

3. Calculate the upper quality index ( $Q_u$ )

$$Q_u = \frac{USL - \bar{X}}{s}$$

where:

USL = target value plus the production tolerance or upper specification limit  
 s = standard deviation  
 $\bar{X}$  = arithmetic mean

4. Calculate the lower quality index (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:

P <sub>U</sub> or P <sub>L</sub>	Upper Quality Index Q <sub>U</sub> or Lower Quality Index Q <sub>L</sub>												
	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
0	1.72	1.88	1.99	2.07	2.13	2.20	2.28	2.34	2.39	2.44	2.48	2.51	2.56
1	1.64	1.75	1.82	1.88	1.91	1.96	2.01	2.04	2.07	2.09	2.12	2.14	2.16
2	1.58	1.66	1.72	1.75	1.78	1.81	1.84	1.87	1.89	1.91	1.93	1.94	1.95
3	1.52	1.59	1.63	1.66	1.68	1.71	1.73	1.75	1.76	1.78	1.79	1.80	1.81
4	1.47	1.52	1.56	1.58	1.60	1.62	1.64	1.65	1.66	1.67	1.68	1.69	1.70
5	1.42	1.47	1.49	1.51	1.52	1.54	1.55	1.56	1.57	1.58	1.59	1.59	1.60
6	1.38	1.41	1.43	1.45	1.46	1.47	1.48	1.49	1.50	1.50	1.51	1.51	1.52
7	1.33	1.36	1.38	1.39	1.40	1.41	1.41	1.42	1.43	1.43	1.44	1.44	1.44
8	1.29	1.31	1.33	1.33	1.34	1.35	1.35	1.36	1.36	1.37	1.37	1.37	1.38
9	1.25	1.27	1.28	1.28	1.29	1.29	1.30	1.30	1.30	1.31	1.31	1.31	1.31
10	1.21	1.23	1.23	1.24	1.24	1.24	1.25	1.25	1.25	1.25	1.25	1.26	1.26
11	1.18	1.18	1.19	1.19	1.19	1.19	1.20	1.20	1.20	1.20	1.20	1.20	1.20
12	1.14	1.14	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
13	1.10	1.10	1.10	1.10	1.10	1.10	1.11	1.11	1.11	1.11	1.11	1.11	1.11
14	1.07	1.07	1.07	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
15	1.03	1.03	1.03	1.03	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
16	1.00	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
17	0.97	0.96	0.95	0.95	0.95	0.95	0.94	0.94	0.94	0.94	0.94	0.94	0.94
18	0.93	0.92	0.92	0.92	0.91	0.91	0.91	0.91	0.90	0.90	0.90	0.90	0.90
19	0.90	0.89	0.88	0.88	0.88	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
20	0.87	0.86	0.85	0.85	0.84	0.84	0.84	0.83	0.83	0.83	0.83	0.83	0.83
21	0.84	0.82	0.82	0.81	0.81	0.81	0.80	0.80	0.80	0.80	0.80	0.80	0.79
22	0.81	0.79	0.79	0.78	0.78	0.77	0.77	0.77	0.76	0.76	0.76	0.76	0.76
23	0.77	0.76	0.75	0.75	0.74	0.74	0.74	0.73	0.73	0.73	0.73	0.73	0.73
24	0.74	0.73	0.72	0.72	0.71	0.71	0.70	0.70	0.70	0.70	0.70	0.70	0.70
25	0.71	0.70	0.69	0.69	0.68	0.68	0.67	0.67	0.67	0.67	0.67	0.67	0.66
26	0.68	0.67	0.67	0.65	0.65	0.65	0.64	0.64	0.64	0.64	0.64	0.64	0.63
27	0.65	0.64	0.63	0.62	0.62	0.62	0.61	0.61	0.61	0.61	0.61	0.61	0.60
28	0.62	0.61	0.60	0.59	0.59	0.59	0.58	0.58	0.58	0.58	0.58	0.58	0.57
29	0.59	0.58	0.57	0.57	0.56	0.56	0.55	0.55	0.55	0.55	0.55	0.55	0.54
30	0.56	0.55	0.54	0.54	0.53	0.53	0.52	0.52	0.52	0.52	0.52	0.52	0.52
31	0.53	0.52	0.51	0.51	0.50	0.50	0.50	0.49	0.49	0.49	0.49	0.49	0.49
32	0.50	0.49	0.48	0.48	0.48	0.47	0.47	0.47	0.46	0.46	0.46	0.46	0.46
33	0.47	0.48	0.45	0.45	0.45	0.44	0.44	0.44	0.44	0.43	0.43	0.43	0.43
34	0.45	0.43	0.43	0.42	0.42	0.42	0.41	0.41	0.41	0.41	0.41	0.41	0.40
35	0.42	0.40	0.40	0.39	0.39	0.39	0.38	0.38	0.38	0.38	0.38	0.38	0.38
36	0.39	0.38	0.37	0.37	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
37	0.36	0.35	0.34	0.34	0.34	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.32
38	0.33	0.32	0.32	0.31	0.31	0.31	0.30	0.30	0.30	0.30	0.30	0.30	0.30
39	0.30	0.30	0.29	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
40	0.28	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
41	0.25	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23
42	0.23	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
43	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
44	0.16	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
45	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
46	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
47	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
48	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
49	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1. If the value of Q<sub>U</sub> or Q<sub>L</sub> does not correspond to a value in the table, use the next lower value.
2. If Q<sub>U</sub> or Q<sub>L</sub> are negative values, P<sub>U</sub> or P<sub>L</sub> is equal to 100 minus the table value for P<sub>U</sub> or P<sub>L</sub>.



### Quality Factor Determination

Determine individual quality factors,  $QF_{QC_i}$ , using percent defective =  $P_U + P_L$  and:

#### Quality Factors

Quality Factor	Maximum Allowable Percent Defective ( $P_U + P_L$ )												
	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
1.05				0	0	0	0	0	0	0	0	0	0
1.04			0	1	3	5	4	4	4	3	3	3	3
1.03		0	2	4	6	8	7	7	6	5	5	4	4
1.02		1	3	6	9	11	10	9	8	7	7	6	6
1.01	0	2	5	8	11	13	12	11	10	9	8	8	7
1.00	22	20	18	17	16	15	14	13	12	11	10	9	8
0.99	24	22	20	19	18	17	16	15	14	13	11	10	9
0.98	26	24	22	21	20	19	18	16	15	14	13	12	10
0.97	28	26	24	23	22	21	19	18	17	16	14	13	12
0.96	30	28	26	25	24	22	21	19	18	17	16	14	13
0.95	32	29	28	26	25	24	22	21	20	18	17	16	14
0.94	33	31	29	28	27	25	24	22	21	20	18	17	15
0.93	35	33	31	29	28	27	25	24	22	21	20	18	16
0.92	37	34	32	31	30	28	27	25	24	22	21	19	18
0.91	38	36	34	32	31	30	28	26	25	24	22	21	19
0.90	39	37	35	34	33	31	29	28	26	25	23	22	20
0.89	41	38	37	35	34	32	31	29	28	26	25	23	21
0.88	42	40	38	36	35	34	32	30	29	27	26	24	22
0.87	43	41	39	38	37	35	33	32	30	29	27	25	23
0.86	45	42	41	39	38	36	34	33	31	30	28	26	24
0.85	46	44	42	40	39	38	36	34	33	31	29	28	25
0.84	47	45	43	42	40	39	37	35	34	32	30	29	27
0.83	49	46	44	43	42	40	38	36	35	33	31	30	28
0.82	50	47	46	44	43	41	39	38	36	34	33	31	29
0.81	51	49	47	45	44	42	41	39	37	36	34	32	30
0.80	52	50	48	46	45	44	42	40	38	37	35	33	31
0.79	54	51	49	48	46	45	43	41	39	38	36	34	32
0.78	55	52	50	49	48	46	44	42	41	39	37	35	33
0.77	56	54	52	50	49	47	45	43	42	40	38	36	34
0.76	57	55	53	51	50	48	46	44	43	41	39	37	35
0.75	58	56	54	52	51	49	47	46	44	42	40	38	36
Reject	60	57	55	53	52	51	48	47	45	43	41	40	37
	61	58	56	55	53	52	50	48	46	44	43	41	38
	62	59	57	56	54	53	51	49	47	45	44	42	39
	63	61	58	57	55	54	52	50	48	47	45	43	40
	64	62	60	58	57	55	53	51	49	48	46	44	41

Reject Values Greater Than Those Shown Above

Notes:

- To obtain a quality factor when the estimated percent outside specification limits from table, "Upper Quality Index  $Q_U$  or Lower Quality Index  $Q_L$ ," does not correspond to a value in the table, use the next larger value.

Compute the composite of single quality factors,  $QF_C$ , for a lot using:

$$QF_C = \sum_{i=1}^5 w_i QF_{QC_i}$$

where:

- $QF_C$  = the composite quality factor for the lot rounded to 2 decimal places.  
 $QF_{QC_i}$  = the quality factor for the individual quality characteristic.

- w = the weighting factor listed in the table HMA Acceptance – QC / QA.  
 i = the quality characteristic index number in the table HMA Acceptance – QC / QA.

### 39-4.04 ENGINEER'S QUALITY ASSURANCE

#### 39-4.04A General

The Engineer assures quality by:

1. Reviewing mix designs and proposed JMF
2. Inspecting procedures
3. Conducting oversight of quality control inspection and records
4. Verification sampling and testing during production and paving

#### 39-4.04B Verification Sampling And Testing

##### 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 minimum ratio of verification testing frequency to quality control testing frequency is 1:5. The Engineer performs at least 3 verification tests per lot.

Using the t-test, the Engineer compares quality control tests results for aggregate gradation and asphalt binder content with corresponding verification test results. The Engineer uses the average and standard deviation of up to 20 sequential sublots for the comparison. The Engineer uses production start-up evaluation tests to represent the first subplot. When there are less than 20 sequential sublots, the Engineer uses the maximum number of sequential sublots available. The 21st subplot becomes the 1st subplot (n = 1) in the next lot.

The t-value for a group of test data is computed as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- $n_c$  = Number of quality control tests (2 minimum, 20 maximum).  
 $n_v$  = Number of verification tests (minimum of 1 required).  
 $\bar{X}_c$  = Mean of quality control tests.  
 $\bar{X}_v$  = Mean of verification tests.  
 $S_p$  = Pooled standard deviation (When  $n_v = 1$ ,  $S_p = S_c$ ).  
 $S_c$  = Standard deviation of quality control tests.  
 $S_v$  = Standard deviation of verification tests (when  $n_v > 1$ ).

The comparison of quality control test results and the verification test results is at a level of significance of  $\alpha = 0.025$ . The Engineer computes t and compares it to the critical t-value,  $t_{crit}$ , from:

**Critical T-Value**

Degrees of freedom (n <sub>c</sub> +n <sub>v</sub> -2)	t <sub>crit</sub> (for α = 0.025)	Degrees of freedom (n <sub>c</sub> +n <sub>v</sub> -2)	t <sub>crit</sub> (for α = 0.025)
1	24.452	18	2.445
2	6.205	19	2.433
3	4.177	20	2.423
4	3.495	21	2.414
5	3.163	22	2.405
6	2.969	23	2.398
7	2.841	24	2.391
8	2.752	25	2.385
9	2.685	26	2.379
10	2.634	27	2.373
11	2.593	28	2.368
12	2.560	29	2.364
13	2.533	30	2.360
14	2.510	40	2.329
15	2.490	60	2.299
16	2.473	120	2.270
17	2.458	∞	2.241

If the t-value computed is less than or equal to t<sub>crit</sub>, quality control test results are verified.

If the t-value computed is greater than t<sub>crit</sub> and both  $\bar{X}_v$  and  $\bar{X}_c$  comply with acceptance specifications, the quality control tests are verified. You may continue to produce and place HMA with the following allowable differences:

1.  $|\bar{X}_v - \bar{X}_c| \leq 1.0$  percent for any grading
2.  $|\bar{X}_v - \bar{X}_c| \leq 0.1$  percent for asphalt binder content

If the t-value computed is greater than t<sub>crit</sub> and the  $|\bar{X}_v - \bar{X}_c|$  for grading or asphalt binder content are greater than the allowable differences, quality control test results are not verified and:

1. The Engineer notifies you in writing.
2. You and the Engineer must investigate why the difference exist.
3. If the reason for the difference cannot be found and corrected, the Engineer's test results are used for acceptance and pay.

**39-4.05 ENGINEER'S ACCEPTANCE**

**39-4.05A Testing**

The Engineer samples for acceptance testing and tests for:

**HMA Acceptance – QC / QA**

Index (i)	Quality Characteristic				Weight -ing Factor (w)	Test Method	HMA Type		
							A	B	RHMA-G
	Aggregate gradation <sup>a</sup>					CT 202	JMF ± Tolerance <sup>c</sup>		
	Sieve	3/4"	1/2"	3/8"					
1	1/2"	X <sup>b</sup>	--	--	0.05				
1	3/8"	--	X	--	0.05				
1	No. 4	--	--	X	0.05				
2	No. 8	X	X	X	0.10				
3	No. 200	X	X	X	0.15				
4	Asphalt binder content (%)				0.30	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.5
5	Field compaction (% max. theoretical density) <sup>d,e</sup>				0.40	CT 375	92 – 96	92 – 96	91 – 96
	Sand equivalent (min.) <sup>f</sup>					CT 217	47	42	47
	Stabilometer value (min.) <sup>f, g</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings					CT 366	30 37	30 35	-- 23
	Air voids content (%) <sup>i, h</sup>					CT 367	4 ± 2	4 ± 2	Specifica- tion ± 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	90 75 70	25 -- 20	-- 90 70
	HMA moisture content (% max.)					CT 226 or CT 370	1.0	1.0	1.0
	Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.					CT 211	12 45	-- 50	12 40
	Fine aggregate angularity (% min.) <sup>i</sup>					CT 234	45	45	45
	Flat and elongated particle (% max. by weight @ 5:1)					CT 235	Report only	Report only	Report only
	Voids in mineral aggregate (% min.) <sup>j</sup> 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	(Note k) -- -- 18.0 - 23.0 18.0 - 23.0
	Voids filled with asphalt (%) <sup>j</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading					LP-3	76.0 - 80.0 73.0 - 76.0 65.0 - 75.0 65.0 - 75.0	76.0 - 80.0 73.0 - 76.0 65.0 - 75.0 65.0 - 75.0	Report only
	Dust proportion <sup>j</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings					LP-4	0.9 - 2.0 0.6 - 1.3	0.9 - 2.0 0.6 - 1.3	Report only

	Smoothness		Section 39-1.12	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>
	Asphalt binder		Various	Section 92	Section 92	Section 92
	Asphalt rubber binder		Various	--	--	Section 92-1.02(C) and Section 39-1.02D
	Asphalt modifier		Various	--	--	Section 39-1.02D
	Crumb rubber modifier		Various	--	--	Section 39-1.02D

Notes:

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

<sup>c</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>d</sup> The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or No.4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>e</sup> To determined field compaction, the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core.
2. California Test 309 to determine maximum theoretical density at the frequency specified in California Test 375, Part 5C.

<sup>f</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5

°F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>i</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>j</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>k</sup> Voids in mineral aggregate for RHMA-G must be within this range.

The Engineer determines the percent of maximum theoretical density from the average density of 3 density cores you take from every 750 tons of production or part thereof divided by the maximum theoretical density.

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

1. If 1/2-inch, 3/8-inch, or No. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
2. If 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot and any layer is less than 0.20 foot.

The Engineer calculates QF<sub>QC*i*</sub> for i = 1, 2, 3, and 4 using quality control data and QF<sub>QC*i*</sub> for i = 5 using quality assurance data.

The Engineer stops production and terminates a lot if:

1. The lot's composite quality factor, QF<sub>C</sub>, or an individual quality factor, QF<sub>QC*i*</sub> for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"

2. An individual quality factor,  $QF_{QC_i}$  for  $i = 1$  or  $2$ , is below  $0.75$
3. Quality characteristics for which a quality factor,  $QF_{QC_i}$ , is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

For any single quality characteristic for which a quality factor,  $QF_{QC_i}$ , is not determined, except smoothness, if 2 consecutive acceptance test results do not comply with specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### 39-4.05B Statistical Evaluation, Determination Of Quality Factors And Acceptance

#### 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 density cores and the total percent defective ( $P_U + P_L$ ).

The Engineer calculates the quality factor for the lot,  $QF_C$ , which is a composite of weighted individual quality factors,  $QF_{QC_i}$ , determined for each quality characteristic in the HMA Acceptance – QC / QA table in Section 39-4.05A, "Testing."

The Engineer accepts a lot based on quality factors if:

1. The current composite quality factor,  $QF_C$ , is  $0.90$  or greater
2. Each individual quality factor,  $QF_{QC_i}$  for  $i = 3, 4,$  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:

$$PA = \sum_{i=1}^n HMA_{CP} * w_i * [QF_{QC_i} * (HMA_{TT} - WMA_{TT_i}) + WMA_{TT_i}] - (HMA_{CP} * HMA_{TT})$$

where:

$PA =$	Payment adjustment rounded to 2 decimal places.
$HMA_{CP} =$	HMA contract price.
$HMA_{TT} =$	HMA total tons represented in the lot.
$WMA_{TT_i} =$	Total tons of waived quality characteristic HMA.
$QF_{QC_i} =$	Running quality factor for the individual quality characteristic. $QF_{QC_i}$ for $i = 1$ through 4 must be from verified Contractor's QC results. $QF_{QC_5}$ must be determined from the Engineer's results on density cores taken for percent of

	maximum theoretical density determination.
$w =$	Weighting factor listed in the HMA acceptance table.
$i =$	Quality characteristic index number in the HMA acceptance table.

If the payment adjustment is a negative value, the Engineer deducts this amount from payment. If the payment adjustment is a positive value, the Engineer adds this amount to payment.

The 21st subplot becomes the 1st subplot ( $n = 1$ ) in the next lot. When the 21st sequential subplot becomes the 1st subplot, the previous 20 sequential 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 geosynthetic pavement interlayer is measured by the square yard for the actual pavement area covered.

#### **39-5.02 PAYMENT**

The contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If HMA is specified to comply with Section 39-4, "Quality Control / Quality Assurance," the Engineer adjusts payment under that section.

Full compensation for the Quality Control Plan and prepaving conference is included in the contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for reclaimed asphalt pavement is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

The contract price paid per ton for hot mix asphalt (leveling) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in hot mix asphalt (leveling), complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA dike at the contract price per linear foot for place HMA dike and by the ton for HMA. The contract prices paid per linear foot for place hot mix asphalt dike as designated in the Engineer's Estimate include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA dike, complete in place, including excavation, backfill, and preparation of the area to receive the dike, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA specified to be a miscellaneous area at the contract price per square yard for place hot mix asphalt (miscellaneous area) and per ton for hot mix asphalt. The contract price paid per square yard for place hot mix asphalt (miscellaneous area) includes full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA (miscellaneous area) complete in place, including excavation, backfill, and preparation of the area to receive HMA (miscellaneous area), as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If the Quality Control / Quality Assurance construction process is specified, HMA placed in dikes and miscellaneous areas is paid for at the contract price per ton for hot mix asphalt under Section 39-4, "Quality Control / Quality Assurance." Section 39-4.05B, "Statistical Evaluation, Determination of Quality Factors and Acceptance," does not apply to HMA placed in dikes and miscellaneous areas.

If there are no contract items for place hot mix asphalt dike and place hot mix asphalt (miscellaneous area) and the work is specified, full compensation for constructing HMA dikes and HMA (miscellaneous areas) including excavation, backfill, and preparation of the area to receive HMA dike or HMA (miscellaneous area) is included in the contract price paid per ton for the hot mix asphalt designated in the Engineer's Estimate and no separate payment will be made therefor.

The contract price paid per square yard for geosynthetic pavement interlayer of the type shown on the verified Bid Item List includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing geosynthetic pavement interlayer, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per ton for paving asphalt (binder, geosynthetic pavement interlayer) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paving asphalt (binder, geosynthetic pavement interlayer), complete in place, including spreading sand to cover exposed binder material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for small quantities of HMA placed on geosynthetic pavement interlayer to prevent displacement during construction is included in the contract price paid per ton for the HMA being paved over the interlayer and no separate payment will be made therefor.

The contract price paid per ton for tack coat includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying tack coat, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The Engineer does not adjust payment for increases or decreases in the quantities for tack coat, regardless of the reason for the increase or decrease. Section 4-1.03B, "Increased or Decreased Quantities," does not apply to the items for tack coat.

Full compensation for performing smoothness testing, submitting written and electronic copies of tests, and performing corrective work including applying fog seal coat is included in the contract price paid per ton for the HMA designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for spreading sand on RHMA-G, RHMA-O, and RHMA-O-HB surfaces and for sweeping and removing excess sand is included in the contract price paid per ton for rubberized hot mix asphalt as designated in the Engineer's Estimate and no separate payment will be made therefor.

If the 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 Department makes payment and time adjustments under Section 8-1.09, "Delays."



**SECTION 40 PORTLAND CEMENT CONCRETE PAVEMENT  
(Issued 01-20-12)**

**Replace Section 40 with:  
SECTION 40 CONCRETE PAVEMENT**

**40-1 GENERAL**

**40-1.01 SUMMARY**

Section 40 includes specifications for constructing concrete pavement on a prepared subgrade.

**40-1.02 SUBMITTALS**

**40-1.02A Certificates of Compliance**

Submit Certificates of Compliance under Section 6-1.07, "Certificates of Compliance." Include a test result report for any specified test with certification that test was performed within 12 months before the tested material's use.

Submit Certificates of Compliance for:

- 1. Tie bars
- 2. Threaded tie bar splice couplers
- 3. Dowel bars
- 4. Tie bar baskets
- 5. Dowel bar baskets
- 6. Chemical adhesive (drill and bond)
- 7. Silicone joint sealant
- 8. Asphalt rubber joint sealant
- 9. Preformed compression seal
- 10. Backer rods. Include the manufacturer's statement of compatibility with the sealant to be used.
- 11. Joint filler material
- 12. Curing compound. For each delivery to the job site, submit a copy of the Certificate of Compliance to the Engineer and the Transportation Laboratory. Each Certificate of Compliance must not represent more than 10,000 gallons and must include a test result report for:
  - 12.1. Moisture loss at 24 hours under California Test 534
  - 12.2. Reflectance under ASTM E 1347
  - 12.3. Viscosity under ASTM D 2196
  - 12.4. Nonvolatile content under ASTM D 2369
  - 12.5. Pigment content under ASTM D 3723
- 13. Epoxy powder coating

**40-1.02B Curing Compound Samples**

Submit split curing compound samples to the Transportation Laboratory.

**40-1.02C Drilled Corings**

Submit each core taken for Engineer's acceptance in a plastic bag. Mark each core with a location description.

**40-1.02D Independent Third Party Air Content Testing Laboratory**

Before testing, submit for the Engineer's approval the name of a laboratory that will test drilled core specimens for air content in cases of dispute.

#### **40-1.02E Dowel Bars**

Before placing dowel bars, submit a procedure for identifying transverse contraction joint locations relative to the dowel bars' longitudinal center and a procedure for consolidating concrete around the dowel bars.

#### **40-1.02F Concrete Field Qualification**

Submit field qualification data and test reports including:

1. Mixing date
2. Mixing equipment and procedures used
3. Batch volume in cubic yards
4. Type and source of ingredients used
5. Penetration of the concrete
6. Air content of the plastic concrete
7. Age and strength at time of concrete beam testing

Field qualification test reports must be certified with a signature by an official in responsible charge of the laboratory performing the tests.

#### **40-1.02G Frequency Measuring Device (Tachometer)**

Submit calibration documentation and operational guidelines for frequency measuring devices for concrete consolidation vibrators.

#### **40-1.02H Manufacturer's Recommendations and Instructions**

If used and at least 15 days before delivery to the job site, submit manufacturer's recommendations and instructions for storage and installation of:

1. Threaded tie bar splice couplers
2. Chemical adhesive (drill and bond)
3. Silicone liquid sealant
4. Asphalt rubber liquid sealant
5. Preformed compression seals
6. Joint filler material

#### **40-1.02I Mix Proportions**

At least 15 days before starting testing for mix proportions, submit a copy of the AASHTO accreditation for your laboratory determining the mix proportions. At least 30 days before starting field qualification, submit the proposed concrete mix proportions, the corresponding mix identifications, and laboratory test reports including the modulus of rupture for each trial mixture at 10, 21, 28, and 42 days.

#### **40-1.02J Preformed Compression Seal**

Submit the manufacturer's data sheet used to develop the recommended preformed compression seal based on the joint dimensions.

#### **40-1.02K Concrete Pavement Early Age Crack Mitigation System**

At least 24 hours before each paving shift, submit:

1. Early age stress and strength predictions
2. Scheduled sawing and curing activities
3. Contingency plan if volunteer cracking occurs

At least 24 hours before paving, meet with the Engineer to review the submittals for the early age crack mitigation system.

During paving, update the system with current weather data obtained from a portable weather station. Before paving concrete pavement with these updates, submit new stress and strength predictions and curing and sawing activity schedules.

#### **40-1.02L Profilograms**

Submit profilograms within 5 business days of initial profiling and within 2 business days of profiling corrected sections.

Submit 1 electronic copy of profile information in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

Submit the original of final profilograms before the Engineer accepts the contract.  
Submitted profilograms become the Department's property.

#### **40-1.02M Protecting Concrete Pavement During Cold Weather**

Submit a plan for protecting concrete pavement during the initial 72 hours after paving when the forecasted minimum ambient temperature is below 40 degrees F.

#### **40-1.02N Quality Control Charts**

Submit updated quality control charts each paving day.

#### **40-1.02O Quality Control Plan**

At least 30 days before the start of field qualification, submit a concrete pavement quality control plan (QCP).

### **40-1.03 QUALITY CONTROL AND ASSURANCE**

#### **40-1.03A Contractor Quality Control Plan**

Establish, implement, and maintain a QCP for concrete pavement. The QCP must describe the organization and procedures you use to:

1. Control the production process
2. Determine if changes to the production process are needed
3. Implement changes

The QCP must address the elements affecting concrete pavement quality including:

1. Mix proportions
2. Aggregate gradation
3. Materials quality
4. Stockpile management
5. Line and grade control
6. Proportioning
7. Mixing and transportation
8. Placing and consolidation
9. Contraction and construction joints
10. Dowel bar placement, alignment, and anchorage
11. Tie bar placement
12. Modulus of rupture
13. Finishing and curing
14. Surface smoothness
15. Joint sealant and compression seal installation

The QCP must include details of corrective action to be taken if any process is out of control. As a minimum, a process is out of control if any of the following occurs:

1. For fine and coarse aggregate gradation, 2 consecutive running averages of 4 tests are outside the specification limits
2. For individual penetration or air content measurements:

- 2.1. One point falls outside the suspension limit line
- 2.2. Two points in a row fall outside the action limit line

Stop production and take corrective action for out of control processes or the Engineer rejects subsequent material.

**40-1.03B Quality Control Testing**

Select random locations and perform sampling and testing in compliance with:

<b>Quality Control Testing</b>		
Test	Frequency	Test Method
Cleanness value	2 per day	CT 227
Sand equivalent	2 per day	CT 217
Aggregate gradation	2 per day	CT 202
Air content (freeze thaw) <sup>a</sup>	1 per hour	CT 504
Air content (non-freeze thaw)	1 per 4 hours	CT 504
Density	1 per 4 hours	CT 518
Penetration	1 per 4 hours	CT 533
Calibration of moisture meter <sup>b, c</sup>	1 per day	CT 223 or CT 226

Notes:

<sup>a</sup> If air entrainment is specified, make at least 1 air content measurement per hour. If air entrainment is not specified, make at least 1 air content measurement per 4 hours.

<sup>b</sup> Make at least 1 measurement of moisture content per week to check the calibration of an electronically actuated moisture meter.

<sup>c</sup> Random location sampling and testing is not applicable.

If air entrainment is specified, the testing laboratory and tester must be qualified under the Department's Independent Assurance Manual. The manual is available from the Transportation Laboratory.

**40-1.03C Control Charts**

Maintain control charts to identify potential problems and assignable causes. Post a copy of each control chart at a location determined by the Engineer.

Individual measurement control charts must use the target values in the mix proportions as indicators of central tendency.

Develop linear control charts for:

1. Cleanness value
2. Sand equivalent
3. Fine and coarse aggregate gradation
4. Air content
5. Penetration

Control charts must include:

1. Contract number
2. Mix proportions
3. Test number
4. Each test parameter
5. Action and suspension limits
6. Specification limits
7. Quality control test results

For fine and coarse aggregate gradation control charts, record the running average of the previous 4 consecutive gradation tests for each sieve and superimpose the specification limits.

For penetration and air content control charts, record the individual measurements and superimpose the following action and suspension limits:

### Penetration and Air Content Action and Suspension Limits

Control Parameter	Individual Measurements	
	Action Limit	Suspension Limit
Penetration, CT 533	1 inch	1-1/2 inch
Air content, CT 504	±1.0 percent	±1.5 percent

#### 40-1.03D Contractor's Laboratory

Use a laboratory that complies with ASTM C 1077 to determine the mix proportions for concrete pavement. The laboratory must have a current AASHTO accreditation for:

1. AASHTO T 97 or ASTM C 78
2. ASTM C 192/C 192M

#### 40-1.03E Joint Sealant and Compression Seal Installation Training

Before installing joint sealant or compression seals, arrange for a representative from the joint sealant or compression seal manufacturer to provide training on the cleaning and preparation of the joint and installing the sealant or seal. Until your personnel and the Department's personnel have been trained, do not install joint sealant or compression seals.

#### 40-1.03F Frequency Measuring Device (Tachometer)

Before each day's concrete pavement placement and at intervals not to exceed 4 hours of production, test and record vibration frequency for concrete consolidation vibrators.

#### 40-1.03G Early Age Concrete Pavement Crack Mitigation System

Develop and implement a system for predicting concrete pavement stresses and strength during the initial 72 hours after paving. The system must include:

1. Subscribing to a weather service to obtain forecasts for wind speed, ambient temperatures, humidity, and cloud cover
2. Portable weather station with anemometer, temperature and humidity sensors, located at the paving site
3. Early age concrete pavement stress and strength prediction computer program
4. Analyzing, monitoring, updating, and reporting the system's predictions

#### 40-1.03H Curing Compound

Sample curing compound from shipping containers at the manufacturer's source of supply. Split the samples.

#### 40-1.03I Concrete Pavement Smoothness

Within 10 days after paving, measure the Profile Index (PI<sub>0</sub>) of the concrete pavement surface using a zero (null) blanking band under California Test 526.

For the following concrete pavement areas, the Engineer does not require a profilograph and you must test and correct high points determined by a 12-foot straightedge placed parallel with and perpendicular to the centerline:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including concrete pavement within the superelevation transitions of those curves.
2. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
3. Where steep grades and superelevation rates greater than 6 percent are present on:
  - 3.1. Ramps
  - 3.2. Connectors
4. Turn lanes and areas around manholes or drainage transitions
5. Acceleration and deceleration lanes for at-grade intersections
6. Shoulders and miscellaneous gore areas

Use a California Profilograph to determine the concrete pavement profile. If the profilograph uses a mechanical recorder, use an electronic scanner to reduce the profilogram.

The profilograph operator must be qualified under the Department's Independent Assurance Manual. The manual is available from the Department's Materials Engineering and Testing Services Web site.

#### **40-1.03J Profilograph Test Procedure**

Notify the Engineer at least 2 business days before performing profilograph testing. Each day before performing profilograph testing, notify the Engineer of the start location. Perform profilograph testing in the Engineer's presence.

Before starting profilograph testing, remove foreign objects from the concrete pavement surface.

Before starting profilograph testing, calibrate the profilograph in the Engineer's presence. If the Engineer chooses not to be present during profilograph testing, you may perform the testing with the Engineer's written approval. Note the Engineer's absence on the profilogram.

Determine  $PI_0$  values for the final concrete pavement surface of each 0.1-mile section of a traffic lane. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane. Each section's  $PI_0$  is the average of the  $PI_0$  values for the measurements within that traffic lane. A section that is less than 0.01 mile and is the result of an interruption to continuous concrete pavement surface must comply with the  $PI_0$  specifications for a full section. Adjust the  $PI_0$  for a partial section to reflect a full section.

Use stationing to locate vertical deviations greater than 0.3 inches. The profilogram stationing must be the same as the project stationing. Note 0.1-mile segments on the profilogram.

Label the profilogram with:

1. Contract number
2. County and route number
3. Stationing
4. Operator's name
5. Test date
6. Test number
7. Traffic direction
8. Traffic lane (numbered from left to right in direction of travel)
9. Test wheel path (left or right in direction of travel)
10. Test direction
11. Paving direction

#### **40-1.03K Smoothness Corrective Action**

Correct concrete pavement not complying with the Engineer's acceptance specifications for smoothness by grinding under Section 42-2, "Grinding."

Do not grind before:

1. Ten days after concrete pavement placement
2. The concrete has developed a modulus of rupture of at least 550 psi

Grind the entire lane width. When completed, the lane width must be uniform in texture and appearance. Square the corrected area's start and end normal to the paved surface's centerline.

Retest sections where corrections were made.

#### **40-1.03L Acceptance Criteria**

##### **General**

Concrete pavement is accepted based on the Department's testing for the concrete pavement quality characteristics shown in the following table:

**Concrete Pavement Acceptance Testing**

Quality Characteristic	Quantity	Test
28-day modulus of rupture	1,000 cubic yards	CT 523
Thickness	1,200 square yards for primary area measurements	CT 531
Dowel bar placement	700 square yards	Measurement
Tie bar placement	4,000 square yards	Measurement
Coefficient of friction	One day's paving	CT 342
Air content (freeze-thaw) <sup>a</sup>	One day's paving	CT 504

Note:

<sup>a</sup> Air content tests must be performed under California Test 504 if air entrainment is specified.

Pavement smoothness may be accepted based on the Department's testing. A single test represents no more than 0.1 mile.

Acceptance of modulus of rupture, thickness, dowel bar and tie bar placement, coefficient of friction, smoothness, and air content, does not constitute final concrete pavement acceptance.

**Modulus of Rupture**

The Engineer accepts concrete pavement for modulus of rupture on a lot basis. The minimum modulus of rupture for each lot is 570 psi at 28 days.

For each lot of concrete for concrete pavement:

1. Quantity must not exceed 1,000 cubic yards.
2. Department determines the modulus of rupture of test beams aged 10 days and 28 days.
3. Department calculates the modulus of rupture by averaging the individual test results of 2 beams aged for 28 days.

The Department provides molds and machines for modulus of rupture acceptance testing. Provide material and labor the Engineer may require.

**Concrete Pavement Smoothness**

If the Department tests for smoothness, the tests are performed under Section 40-1.03I, "Concrete Pavement Smoothness."

The Engineer accepts concrete pavement for smoothness in compliance with the following:

1. For tangents and horizontal curves having a centerline radius of curvature 2,000 feet or more, the PI<sub>0</sub> must be at most 2-1/2 inches per 0.1-mile section.
2. For horizontal curves having a centerline radius of curvature from 1,000 to 2,000 feet including concrete pavement within the superelevation transitions of those curves, the PI<sub>0</sub> must be at most 5 inches per 0.1-mile section.
3. If using a profilograph to measure smoothness, the surface must not have individual high points greater than 0.3 inch.
4. If using a straightedge to measure smoothness, the surface must be within 0.02 foot of the straightedge's lower edge.

Profile index specifications apply to existing pavement within 50 feet of the transverse joint separating new concrete pavement and the existing pavement.

If the Department's profilograph test results do not match yours, the Engineer may order you to recalibrate your profilograph equipment and perform a retest. If your test results are inaccurate due to operator error, the Engineer may disqualify your profilograph operator. If the Engineer determines your test results are inaccurate, the Engineer does not make adjustments to payment or contract time for recalibrating, retesting, and delays.

**Concrete Pavement Thickness**

The Engineer accepts concrete pavement for thickness based on coring in the primary area, which is the area placed in 1 day for each thickness. Concrete pavement thickness must not be deficient by more than 0.05 foot.

After corrective grinding has been completed, core concrete pavement in the primary area under Section 40-3.16, "Obtaining Drilled Cores," at locations determined by the Engineer and in the Engineer's presence. The core specimen diameter must be 4 inches. To identify the limits of concrete pavement deficient in thickness by more than 0.05 foot, you may divide primary areas into secondary areas. Specifications that may affect concrete pavement thickness such as allowable tolerances for subgrade construction do not change the thickness specified for concrete pavement.

In each primary area, the Engineer measures concrete pavement thickness every 1,200 square yards and any remaining area. The Engineer measures cores under California Test 531 to the nearest 0.01 foot. Core at least 1 foot from existing, contiguous, and parallel concrete pavement not constructed as part of this contract.

You may request the Engineer make additional thickness measurements and use them to determine the average thickness variation. The Engineer determines the locations with random sampling methods.

If each thickness measurement in a primary area is less than 0.05 foot deficient, the Engineer calculates the average thickness deficiency in that primary area. The Engineer uses 0.02 foot for a thickness difference more than 0.02 foot over the specified thickness.

For each thickness measurement in a primary area deficient by more than 0.05 foot, the Engineer determines a secondary area where the thickness deficiency is more than 0.05 foot. The Engineer determines this secondary area by measuring the thickness of each concrete pavement slab adjacent to the measurement found to be more than 0.05 foot deficient. The Engineer continues to measure the thickness until an area that is bound by slabs with thickness deficient by 0.05 foot or less is determined.

Slabs without bar reinforcement are defined as the areas bound by longitudinal and transverse joints and concrete pavement edges. Slabs with bar reinforcement are defined as the areas bound by longitudinal joints and concrete pavement edges and 15-foot lengths. Secondary area thickness measurements in a slab determine that entire slab's thickness.

The Engineer measures the remaining primary area thickness after removing the secondary areas from consideration for determining the average thickness deficiency.

The Engineer determines the slabs to remove and replace.

#### Required Use of Air-Entraining Admixtures

If air-entraining admixtures are specified, the Engineer may choose to accept concrete pavement for air content based on your air content quality control tests. The Engineer decides to use your air content quality control tests based on a *t*-test that determines the difference in the means of your test and the Engineer's verification tests. The Engineer calculates the *t*-value of the test data as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- $n_c$  = Number of your quality control tests (minimum of 6 required)
- $n_v$  = Number of verification tests (minimum of 2 required)
- $\bar{X}_c$  = Mean of your quality control tests
- $\bar{X}_v$  = Mean of the verification tests
- $S_p$  = Pooled standard deviation  
(When  $n_v = 1$ ,  $S_p = S_c$ )
- $S_c$  = Standard deviation of your quality control tests
- $S_v$  = Standard deviation of the verification tests (when  $n_v > 1$ )

The Engineer compares your quality control test results with the Department's verification test results at a level of significance of  $\alpha = 0.01$ . The Engineer compares the *t*-value to  $t_{crit}$ , determined from:



$t_{crit}$	
degrees of freedom ( $n_c+n_v-2$ )	$t_{crit}$ (for $\alpha = 0.01$ )
1	63.657
2	9.925
3	5.841
4	4.604
5	4.032
6	3.707
7	3.499
8	3.355
9	3.250
10	3.169

If the  $t$ -value calculated is less than or equal to  $t_{crit}$ , your quality control test results are verified. If the  $t$ -value calculated is greater than  $t_{crit}$ , quality control test results are not verified.

If your quality control test results are not verified, core at least 3 specimens from concrete pavement under Section 40-3.16, "Obtaining Drilled Cores." The Engineer selects the core locations. Your approved third party independent testing laboratory must test these specimens for air content under ASTM C 457. The Engineer compares these test results with your quality control test results using the  $t$ -test method. If your quality control test results are verified based on this comparison, the Engineer uses the quality control test results for acceptance of concrete pavement for air content. If your quality control test results are not verified based on this comparison, the Engineer uses the air content of core specimens determined under ASTM C 457 for acceptance.

**Dowel Bar and Tie Bar Placement**

Dowel bar alignment must comply with section 40-3.06. Tie bar alignment must comply with Section 40-3.05. Except for CRCP, core specimens for:

1. Dowel bar placement
2. Tie bar placement
3. Concrete consolidation

Obtain cores under Section 40-3.16, "Obtaining Drilled Cores." The Engineer determines the core locations. Each core must have a nominal diameter of 4 inches. Core each day's paving within 2 business days in compliance with:

1. One test for every 700 square yards of doweled concrete pavement or remaining fraction of that area. Each dowel bar test consists of 2 cores, 1 on each dowel bar end to expose both ends and allow measurement.
2. One test for every 4,000 square yards of concrete pavement with tie bars or remaining fraction of that area. Each tie bar test consists of 2 cores, 1 on each tie bar end to expose both ends and allow measurement.

If the tests indicate dowel or tie bars are not placed within the specified tolerances or if there are air voids around the dowel or tie bars, core additional specimens to determine the limits of unacceptable work.

The Engineer determines the slabs to remove and replace.

If the Engineer approves your request, slabs may remain in place with an adjustment in payment for:

1. Dowel bars with centers from  $\pm 2$  inches to  $\pm 3$  inches from the saw cut of a transverse contraction joint or with deficient concrete consolidation around the dowel bars
2. Tie bars placed outside their specified placement and position or with deficient concrete consolidation around the tie bars

**Bar Reinforcing Steel**

The Engineer accepts concrete pavement for bar reinforcing steel based on inspection before concrete placement.

## **Curing Compound**

Curing compound sampled from shipping containers from the manufacturer's supply source or from the job site must match the test results for viscosity, nonvolatile content, and pigment content within the specified tolerances listed in the precision and bias statements for the test methods.

## **40-2 MATERIALS**

### **40-2.01 CONCRETE**

#### **40-2.01A General**

Concrete must comply with Section 90, "Portland Cement Concrete."

#### **40-2.01B Aggregate**

The specifications for reduction in Operating Range and Contract Compliance for cleanness value and sand equivalent specified under Section 90-2.02A, "Coarse Aggregate," and Section 90-2.02B, "Fine Aggregate," do not apply to concrete pavement.

Combined aggregate gradings must comply with Section 90-3, "Aggregate Gradings," and the difference between the percent passing the 3/8-inch sieve and the percent passing the No. 8 sieve must not be less than 16 percent of the total aggregate.

#### **40-2.01C Cementitious Material**

Concrete for concrete pavement must contain from 505 pounds to 675 pounds cementitious material per cubic yard. Determine the minimum cementitious materials content. Use your value for minimum cementitious material content for *MC* in equation 1 and equation 2 of section 90-1.02B(3).

#### **40-2.01D Mix Proportions**

Your laboratory determining mix proportions must determine the minimum cementitious materials content or the maximum water to cementitious materials ratio and:

1. You must make trial mixtures no more than 24 months before field qualification.
2. Modulus of rupture used to determine the minimum cementitious materials content or maximum water to cementitious materials ratio must be 570 psi at 28 days age and 650 psi at 42 days age.
3. Your laboratory must determine an increase in the cementitious materials content or a decrease in the water to cementitious materials ratio from the trial mixtures to ensure concrete pavement complies with the specifications.

If changing an aggregate supply source or the mix proportions, produce a trial batch and field-qualify the new concrete. The Engineer does not adjust contract time for performing sampling, testing, and qualifying new mix proportions or changing an aggregate supply source.

#### **40-2.01E Field Qualification**

Proposed mix proportions must be field qualified before you place concrete pavement. Use an American Concrete Institute (ACI) certified "Concrete Laboratory Technician, Grade I" to perform field qualification tests and calculations.

The Engineer accepts field qualification if five beams made and tested under California Test 523 comply with the following:

1. At a minimum, beams are tested at 10, 21, and 28 days of age
2. At your choice of age not later than 28 days, no single beam's modulus of rupture is less than 550 psi and the average modulus of rupture is at least 570 psi

### **40-2.02 TIE BARS**

Tie bars must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with Section 52-1.02B, "Epoxy-coated Reinforcement" except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.

2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars complying with ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with "Epoxy-coated Prefabricated Reinforcement" in the special provisions except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

Fabricate, sample, and handle epoxy-coated deformed tie bars at the job site under ASTM D 3963/D 3963M and Section 52-1.02B, "Epoxy-coated Reinforcement."

Do not bend tie bars.

#### **40-2.03 DOWEL BARS**

##### **40-2.03A General**

Dowel bars must be plain bars. Fabricate, sample, and handle epoxy-coated dowel bars under ASTM D 3963/D 3963M and section 52-1.02B, "Epoxy-coated Reinforcement," except each sample must be 18 inches long.

If the project is not shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with either (1) Section 52-1.02B, "Epoxy-coated Reinforcement" or (2) "Epoxy-coated Prefabricated Reinforcement" in the special provisions.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with "Epoxy-coated Prefabricated Reinforcement" in the special provisions.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

##### **40-2.03B Dowel Bar Lubricant**

Dowel bar lubricant must be either (1) petroleum paraffin based or (2) curing compound no. 3. Paraffin-based lubricant must be either Dayton Superior DSC BB-Coat, Valvoline Tectyl 506, or an approved equal. Petroleum paraffin based lubricant must be factory-applied.

#### **40-2.04 CURING COMPOUND**

Curing compound must be curing compound (1) or (2) with white pigment under Section 90-7.01B, "Curing Compound Method."

Reflectance must be at least 60 percent when tested under ASTM E 1347.

#### **40-2.05 CHEMICAL ADHESIVE (DRILL AND BOND)**

Chemical adhesive for drilling and bonding dowels and tie bars must be prequalified. A list of prequalified chemical adhesives is available on the Department's Materials Engineering and Testing Services website. The prequalified list indicates the appropriate chemical adhesive system for the concrete temperature and installation conditions.

Each chemical adhesive system must clearly and permanently show the following:

1. Manufacturer's name

2. Model number of the system
3. Manufacture date
4. Batch number
5. Expiration date
6. Current International Conference of Building Officials Evaluation Report number
7. Directions for use
8. Warnings or precautions required by state and federal laws and regulations

**40-2.06 DOWEL AND TIE BAR BASKETS**

For dowel and tie bar baskets, wire must comply with ASTM A 82/A 82M and be welded under ASTM A 185/A 185M, Section 7.4. The minimum wire-size no. is W10. Use either U-frame or A-frame shaped assemblies.

If the project is not shown to be in high desert or any mountain climate region. Baskets may be epoxy-coated, and the epoxy coating must comply with either (1) Section 52-1.02B, "Epoxy-coated Reinforcement" or (2) "Epoxy-coated Prefabricated Reinforcement" in the special provisions.

If the project is shown to be in high desert or any mountain climate region, wire for dowel bar and tie bar baskets must be one of the following:

1. Epoxy-coated wire under "Epoxy-coated Prefabricated Reinforcement" in the special provisions
2. Stainless-steel wire. Wire must be descaled, pickled, and polished solid stainless-steel. Wire must comply with (1) the chemical requirements in ASTM A 276/A 276M, UNS Designation S31603 or S31803 and (2) the tension requirements in ASTM A 1022/ A 1022M.

Handle epoxy-coated tie bar and dowel bar baskets under ASTM D 3963/D 3963M and either (1) Section 52-1.02B, "Epoxy-coated Reinforcement" or (2) "Epoxy-coated Prefabricated Reinforcement" in the special provisions.

Fasteners must be driven fasteners under ASTM F 1667. Fasteners on lean concrete base or HMA must have a minimum shank diameter of 3/16 inch and a minimum shank length of 2-1/2 inches. For asphalt treated permeable base or cement treated permeable base, the shank diameter must be at least 3/16 inch and the shank length must be at least 5 inches.

Fasteners, clips, and washers must have a minimum 0.2-mil thick zinc coating applied either by electroplating or galvanizing.

**40-2.07 BACKER RODS**

Backer rods must be Type 1 under ASTM D 5249. Backer rod diameter must be at least 25 percent greater than the sawcut joint width. Backer rod material must be expanded, crosslinked, closed-cell polyethylene foam. No bond or adverse reaction may occur between the backer rod and sealant.

**40-2.08 JOINT FILLER MATERIAL**

Joint filler for isolation joints must be preformed expansion joint filler for concrete (bituminous type) under ASTM D 994.

**40-2.09 HYDRAULIC CEMENT GROUT (NON-SHRINK)**

Hydraulic cement grout (non-shrink) must comply with ASTM C 1107/ C 1107M. Use clean, uniform, rounded aggregate filler to extend the grout. Aggregate filler must not exceed 60 percent of the grout mass or the maximum recommended by the manufacturer, whichever is less. Aggregate filler moisture content must not exceed 0.5 percent. Aggregate filler must comply with:

**Aggregate Filler Grading**

Sieve Size	Percentage Passing
1/2-inch	100
3/8-inch	85 - 100
No. 4	10 - 30
No. 8	0 - 10
No. 16	0 - 5

#### **40-2.10 BAR REINFORCEMENT**

Bar reinforcement must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, bar reinforcement must comply with section 52.

If the project is shown to be in high desert or any mountain climate regions, bar reinforcement must be one of the following:

1. Epoxy-coated bar reinforcement under section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60. Bars must be handled under ASTM D 3963/D 3963M and section 52-2.02C.
2. Low carbon, chromium steel bar complying with ASTM A 1035/A 1035M

#### **40-2.11 JOINT SEALANT**

##### **40-2.11A General**

Do not use hot-pour sealant that will melt the backer rod.

##### **40-2.11B Silicone Joint Sealant**

Silicone joint sealant must be prequalified. A list of prequalified silicone joint sealant available on the Department's Materials Engineering and Testing Services Web site at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)

##### **40-2.11C Asphalt Rubber Joint Sealant**

Asphalt rubber joint sealant must:

1. Be a mixture of paving asphalt and ground rubber containing not less than 22 percent ground rubber by weight. One hundred percent of ground rubber must pass a No. 8 sieve. Ground rubber must be vulcanized or a combination of vulcanized and devulcanized materials.
2. Comply with ASTM D 6690, Type II except:
  - 2.1. The cone penetration requirement must not exceed 120 at 77 F, 5 ounces, 5 seconds.
  - 2.2. The resilience requirement must be a minimum 50 percent recovery when tested at 77 F.
3. Have a Ring and Ball softening point of 135 °F minimum when tested under AASHTO T 53.
4. Be capable of being melted and applied to cracks and joints at temperatures below 400 °F.
5. Not be applied when the concrete pavement surface temperature is below 50 °F.

##### **40-2.11D Preformed Compression Joint Seals**

Preformed compression joint seals must comply with ASTM D 2628. Lubricant adhesive used with the seals must comply with ASTM D 2835. Preformed compression joint seals must have 5 or 6 cells, except seals for Type A2 and Type B joints may have 4 cells. Install preformed compression joint seals in compliance with the manufacturer's recommendations. Show evidence that the seals are compressed from 30 to 50 percent for the joint width at the time of installation.

#### **40-2.12 WATER**

Water for core drilling may be obtained from a potable water source, or submit proof that it does not contain:

1. More than 1,000 parts per million of chlorides as Cl
2. More than 1,300 parts per million of sulfates as SO<sub>4</sub>
3. Impurities that cause pavement discoloration or surface etching

### **40-3 CONSTRUCTION**

#### **40-3.01 WATER SUPPLY**

Before placing concrete pavement, develop enough water supply for the work.

### **40-3.02 SUBGRADE PREPARATION**

Immediately before placing concrete, the subgrade to receive concrete pavement must be:

1. In compliance with the specified compaction and elevation tolerances
2. Free of loose and extraneous material
3. Uniformly moist, but free of standing or flowing water
4. Excavated for thickened parts of concrete pavement end anchors with no disturbed compaction outside the end anchor dimensions

If cement treated permeable base is specified, cover the base surface with asphaltic emulsion before placing concrete pavement. Apply the asphaltic emulsion uniformly at a rate of 0.1 gallons per square yard. Asphaltic emulsion must comply with anionic slow-setting type, SS1h grade in Section 94, "Asphaltic Emulsions." Repair damaged asphaltic emulsion before placing concrete pavement.

### **40-3.03 PROPORTIONING**

Proportion aggregate and bulk cementitious materials under Section 90-5, "Proportioning."

### **40-3.04 PLACING CONCRETE**

#### **40-3.04A General**

Place concrete pavement with stationary side forms or slip-form paving equipment.

Place consecutive concrete loads within 30 minutes of each other. Construct a transverse construction joint when concrete placement is interrupted by more than 30 minutes. The transverse construction joint must coincide with the next contraction joint location, or you must remove fresh concrete pavement to the preceding transverse joint location.

Place concrete pavement in full slab widths separated by construction joints or monolithically in multiples of full lane widths with a longitudinal contraction joint at each traffic lane line.

Do not retemper concrete.

If the concrete pavement surface width is constructed as specified, you may construct concrete pavement sides on a batter not flatter than 6:1 (vertical:horizontal).

#### **40-3.04B Concrete Pavement Widening**

If concrete pavement is placed adjacent to existing pavement not constructed as part of the contract, grind the existing concrete pavement lane or shoulder adjacent to the new concrete pavement. Perform the grinding before new concrete pavement is placed. The new concrete pavement must match the elevation of the existing concrete pavement after grinding. Grind existing concrete pavement under Section 42-2, "Grinding," except profile index must comply with the pavement smoothness specifications in Section 40-1.03, "Quality Control and Assurance."

Use paving equipment with padded crawler tracks or rubber-tired wheels on the existing concrete pavement with enough offset to avoid breaking or cracking the existing concrete pavement's edge.

#### **40-3.04C Concrete Pavement Transition Panel**

For concrete pavement placed in a transition panel, texture the surface with a drag strip of burlap, a broom, or a spring steel tine device that produces scoring in the finished surface. The scoring must be either parallel with or transverse to the centerline. For the method you choose, texture at the time that produces the coarsest texture.

#### **40-3.04D Stationary Side Form Construction**

Stationary side forms must be straight and without defects including warps, bends, and indentations. Side forms must be metal except at end closures and transverse construction joints where other materials may be used.

You may build up side forms by attaching a section to the top or bottom. If attached to the top of metal forms, the attached section must be metal.

The side form's base width must be at least 80 percent of the specified concrete pavement thickness.

Side forms including interlocking connections with adjoining forms must be rigid enough to prevent springing from subgrading and paving equipment and concrete pressure.

Construct subgrade to final grade before placing side forms. Side forms must bear fully on the foundation throughout their length and base width. Place side forms to the specified grade and alignment of the finished concrete pavement's edge. Support side forms during concrete placing, compacting, and finishing.

After subgrade work is complete and immediately before placing concrete, true side forms and set to line and grade for a distance that avoids delays due to form adjustment.

Clean and oil side forms before each use.

Side forms must remain in place for at least 1 day after placing concrete and until the concrete pavement edge no longer requires protection from the forms.

Spread, screed, shape, and consolidate concrete with 1 or more machines. The machine must uniformly distribute and consolidate the concrete. The machines must operate to place the concrete pavement to the specified cross section with minimal hand work.

Consolidate the concrete without segregation. If vibrators are used:

1. The vibration rate must be at least 3,500 cycles per minute for surface vibrators and 5,000 cycles per minute for internal vibrators
2. Amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element
3. Use a calibrated tachometer for measuring frequency of vibration
4. Vibrators must not rest on side forms or new concrete pavement
5. Power to vibrators must automatically cease when forward or backward motion of the paving machine is stopped

Use high-frequency internal vibrators within 15 minutes of depositing concrete on the subgrade to uniformly consolidate the concrete across the paving width including adjacent to forms. Do not use vibrators to shift the mass of concrete.

#### **40-3.04E Slip-Form Construction**

If slip-form construction is used, spread, screed, shape, and consolidate concrete to the specified cross section with slip-form machines and minimal hand work. Slip-form paving machines must be equipped with traveling side forms and must not segregate the concrete.

Do not deviate from the specified concrete pavement alignment by more than 0.1 foot.

Slip-form paving machines must use high frequency internal vibrators to consolidate concrete. You may mount vibrators with their axes parallel or normal to the concrete pavement alignment. If mounted with axes parallel to the concrete pavement alignment, space vibrators no more than 2.5 feet measured center to center. If mounted with axes normal to the concrete pavement alignment, space the vibrators with a maximum 0.5-foot lateral clearance between individual vibrators.

Each vibrator must have a vibration rate from 5,000 cycles per minute to 8,000 cycles per minute. The amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element. Use a calibrated tachometer to measure frequency of vibration.

#### **40-3.05 TIE BAR PLACEMENT**

Place tie bars in compliance with the tolerances shown in the following table:

Tie Bar Tolerance

Dimension	Tolerance
Horizontal and vertical skew	10 degrees maximum
Longitudinal translation	±2 inch maximum
Horizontal offset (embedment)	±2 inch maximum
Vertical depth	1. Not less than 1/2 inch below the saw cut depth of joints 2. When measured at any point along the bar, not less than 2 inches clear of the pavement's surface and bottom

Install tie bars at longitudinal joints by 1 of the following methods:

1. Drill concrete and bond tie bars with chemical adhesive in compliance with the manufacturer's instructions. Clean and dry drilled holes before placing chemical adhesive and tie bars. After inserting tie bars into chemical adhesive, support the bars to prevent movement during curing. If the Engineer rejects a tie bar installation, cut the tie bar flush with the joint face and coat the exposed end of the tie bar with chemical adhesive under Section 40-2, "Materials." Offset new holes 3 inches horizontally from the rejected hole's center.

2. Insert tie bars into plastic slip-formed concrete before finishing. Inserted tie bars must have full contact between the bar and the concrete. If tie bars are inserted through the plastic concrete surface, eliminate evidence of the insertion by reworking the concrete over the tie bars.
3. Use threaded tie bar splice couplers fabricated from deformed bar reinforcement free of external welding or machining.
4. Use tie bar baskets. Anchor baskets at least 200 feet in advance of concrete pavement placement activity. If you request a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before paving, demonstrate the tie bars do not move from their specified depth and alignment during paving. Use fasteners to anchor tie bar baskets.

If tie bars are not placed correctly, stop paving activities until you demonstrate to the Engineer correction of the cause.

#### 40-3.06 DOWEL BAR PLACEMENT

Center dowel bars within 2 inches in the longitudinal direction on transverse contraction joints or construction joints.

If using curing compound as lubricant, apply the curing compound to dowels in 2 separate applications. Lubricate each dowel bar entirely with bond breaker before placement. The last application must be applied not more than 8 hours before placing the dowel bars. Apply each curing compound application at a rate of 1 gallon per 150 square feet.

If dowel bars are placed by mechanical insertion, eliminate evidence of the insertion by reworking the concrete over the dowel bars. If drilling and bonding dowel bars at construction joints, use a grout retention ring.

If using dowel bar baskets, anchor them with fasteners.

Use at least 10 fasteners for basket sections greater than 12 feet and less than or equal to 16 feet. Baskets must be anchored at least 200 feet in advance of the concrete placement activity unless the Engineer approves your waiver request. If requesting a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before the concrete is placed, cut and remove temporary spacer wires and demonstrate the dowel bars do not move from their specified depth and alignment during concrete placement.

Place dowel bars in compliance with:

**Dowel Bar Tolerances**

Dimension	Tolerance
Horizontal offset	±1 inch
Longitudinal translation	±2 inches
Horizontal skew	3/8 inch, max
Vertical skew	3/8 inch, max
Vertical depth	<p>The minimum distance below the concrete pavement surface must be:</p> $DB = d/3 + 1/2 \text{ inch}$ <p>where:            DB = vertical distance in inches, measured from concrete pavement surface to any point along the top of dowel bar            d = concrete pavement thickness in inches</p> <p>The maximum distance below the depth shown must be 5/8 inch..</p>

If dowel bars are not placed correctly, stop paving activities until you demonstrate to the Engineer correction of the cause.

Remove and replace the concrete pavement 3 feet on either side of a joint with a rejected dowel bar.



#### **40-3.07 BAR REINFORCEMENT**

Place bar reinforcement under Section 52, "Reinforcement." Bar reinforcement must be more than 1/2 inch below the saw cut depth at concrete pavement joints.

#### **40-3.08 JOINTS**

##### **40-3.08A General**

Concrete pavement joints consist of:

1. Longitudinal and transverse construction joints
2. Longitudinal and transverse contraction joints
3. Isolation joints

Construction joints must be normal to the concrete pavement surface.

Until contract acceptance and except for joint filler material, keep joints free of foreign material including soil, gravel, concrete, or asphalt mix.

Volunteer cracks are cracks not coincident with constructed joints.

Repair concrete pavement damaged during joint construction under Section 40-3.17B, "Repair of Spalls, Raveling, and Tearing."

Do not bend tie bars or reinforcement in existing concrete pavement joints.

##### **40-3.08B Construction Joints**

Construction joints form where fresh concrete is placed against hardened concrete, existing pavements, or structures.

Before placing concrete at construction joints, apply a curing compound under Section 90-7.01B, "Curing Compound Method," to the vertical surface of existing or hardened concrete and allow it to dry.

Use a metal or wooden bulkhead to form transverse construction joints. If dowel bars are specified, the bulkhead must allow dowel bar installation.

##### **40-3.08C Contraction Joints**

In multilane monolithic concrete pavement, use the sawing method to construct longitudinal contraction joints. Construct transverse contraction joints by the sawing method.

Construct transverse contraction joints within 1 foot of their specified spacing. If a slab length of less than 5 feet would be formed, adjust the transverse contraction joint spacing.

Construct transverse contraction joints across the full concrete pavement width regardless of the number or types of longitudinal joints crossed. In areas of converging and diverging pavements, space transverse contraction joints so their alignment is continuous across the full width where converging and diverging pavements are contiguous. Longitudinal contraction joints must be parallel with the concrete pavement centerline. Transverse and longitudinal contraction joints must not deviate by more than 0.1 foot from either side of a 12-foot straight line, except for longitudinal joints parallel to a curving centerline.

##### **40-3.08D Isolation Joints**

Construct isolation joints by saw cutting a minimum 1/8-inch width to full concrete pavement depth at the existing concrete pavement's edge and removing the concrete to expose a flat vertical surface. Before placing concrete, secure joint filler material that prevents new concrete from adhering to the existing concrete face.

Dispose of concrete saw cutting residue under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."

##### **40-3.08E Sawing Method**

The sawing method is cutting a groove in the concrete pavement with a power driven concrete saw. Grooves for longitudinal and transverse contraction joints must be the minimum width possible for the type of saw used. If necessary, the top of the joint must be sawn wider to provide space for joint sealant. Immediately wash slurry from the joint with water under 100 psi maximum pressure.

Saw longitudinal and transverse contraction joints before volunteer cracking occurs and after the concrete is hard enough to saw without spalling, raveling, or tearing.

To keep foreign material out of grooves before joint sealant or compression seal installation, you may use joint filler in sawed contraction joints. Joint filler must not react adversely with the concrete or cause concrete pavement damage. After sawing and washing a joint, install joint filler material that keeps moisture in the adjacent concrete during the 72

hours after paving. If you install joint filler material, the specifications for spraying the sawed joint with additional curing compound under Section 40-3.13, "Curing," do not apply. If using absorptive filler material, moisten the filler immediately before or after installation.

#### **40-3.09 JOINT SEALANT AND COMPRESSION SEAL INSTALLATION**

##### **40-3.09A General**

At least 7 days after concrete pavement placement and not more than 4 hours before installing joint sealant or compression seal materials, use dry sand blasting and other methods to clean the joint walls of objectionable material such as soil, asphalt, curing compound, paint, and rust. The maximum sand blasting nozzle diameter must be 1/4 inch. The minimum pressure must be 90 psi. Sand blast each side of the joint at least once, in at least 2 separate passes. Hold the nozzle at an angle to the joint from 1 to 2 inches from the concrete pavement. Using a vacuum, collect sand, dust, and loose material at least 2 inches on each side of the joint. Remove surface moisture and dampness at the joints with compressed air that may be moderately hot.

Before you install joint sealant or compression seal, the joint wall must be free of moisture, residue, or film.

If grinding or grooving over or adjacent to sealed joints, remove joint sealant or compression seal materials and dispose of them under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way." After grinding or grooving, replace the joint sealant or compression seal materials.

##### **40-3.09B Liquid Sealant**

Do not install liquid sealant in construction joints.

Install backer rods when the concrete pavement temperature is above the air dew point and when the air temperature is at least 40 °F.

Install liquid sealant immediately after installing the backer rod. Install sealant using a mechanical device with a nozzle shaped to introduce the sealant from inside the joint. Extrude sealant evenly and with continuous contact with the joint walls. Recess the sealant surface after placement. Remove excess sealant from the concrete pavement surface.

Do not allow traffic over sealed joints until the sealant is set.

##### **40-3.09C Preformed Compression Seal**

Install preformed compression seal in construction or isolation joints when specified in the special provisions.

Install longitudinal seals before transverse seals. Longitudinal seals must be continuous except splicing is allowed at intersections with transverse seals. Transverse seals must be continuous for the entire transverse length of concrete pavement except splices are allowed for widenings and staged construction. With a sharp instrument, cut across the longitudinal seal at the intersection with transverse construction joints. If the longitudinal seal does not relax enough to properly install the transverse seal, trim the longitudinal seal to form a tight seal between the 2 joints.

If splicing is authorized, splicing must comply with the manufacturer's written instructions.

Use a machine specifically designed for preformed compression seal installation. The machine must install the seal:

1. To the specified depth
2. To make continuous contact with the joint walls
3. Without cutting, nicking, or twisting the seal
4. With less than 4 percent stretch

Lay a length of preformed compression seal material cut to the exact length of the pavement joint to be sealed. The Engineer measures this length. After you install the length of preformed compression joint sealant, the Engineer measures the excess amount of material at the joint end. The Engineer divides the excess amount length by the original measured length to determine the percentage of stretch.

#### **40-3.10 SHOULDER RUMBLE STRIP**

If specified, construct shoulder rumble strips by rolling or grinding indentations in new concrete pavement.

Select the method and equipment for constructing ground-in indentations.

Do not construct shoulder rumble strips on structures or approach slabs.

Construct rumble strips within 2 inches of the specified alignment. Roller or grinding equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Indentations must not vary from the specified dimensions by more than 1/16 inch in depth or more than 10 percent in length and width.

The Engineer orders grinding or removal and replacement of noncompliant rumble strips to bring them within specified tolerances. Ground surface areas must be neat and uniform in appearance.

The grinding equipment must be equipped with a vacuum attachment to remove residue.

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way."

#### **40-3.11 PRELIMINARY FINISHING**

##### **40-3.11A General**

Preliminary finishing must produce a smooth and true-to-grade finish. After preliminary finishing, mark each day's concrete pavement with a stamp. The stamp must be approved by the Engineer before paving starts. The stamp must be approximately 1' x 2' in size. The stamp must form a uniform mark from 1/8 to 1/4 inch deep. Locate the mark 20 feet ± 5 feet from the transverse construction joint formed at each day's start of paving and 1 foot ± 0.25 foot from the concrete pavement's outside edge. The stamp mark must show the month, day, and year of placement and the station of the transverse construction joint. Orient the stamp mark so it can be read from the concrete pavement's outside edge.

Do not apply more water to the concrete pavement surface than can evaporate before float finishing and texturing are completed.

##### **40-3.11B Stationary Side Form Finishing**

If stationary side form construction is used, give the concrete a preliminary finish by the machine float method or the hand method.

If using the machine float method:

1. Use self-propelled machine floats.
2. Determine the number of machine floats required to perform the work at a rate equal to the concrete delivery rate. When the time from concrete placement to machine float finishing exceeds 30 minutes, stop concrete delivery. When machine floats are in proper position, you may resume concrete delivery and paving.
3. Machine floats must run on side forms or adjacent concrete pavement lanes. If running on adjacent concrete pavement, protect the adjacent concrete pavement surface under Section 40-3.15, "Protecting Concrete Pavement."
4. Floats must be hardwood, steel, or steel-shod wood. Floats must be equipped with devices that adjust the underside to a true flat surface.

If using the hand method, finish concrete smooth and true to grade with manually operated floats or powered finishing machines.

##### **40-3.11C Slip-Form Finishing**

If slip-form construction is used, the slip-form paver must give the concrete pavement a preliminary finish. You may supplement the slip-form paver with machine floats.

Before the concrete hardens, correct concrete pavement edge slump in excess of 0.02 foot exclusive of edge rounding.

#### **40-3.12 FINAL FINISHING**

After completing preliminary finishing, round the edges of the initial paving widths to a 0.04-foot radius. Round transverse and longitudinal construction joints to a 0.02-foot radius.

Before curing, texture the pavement. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with a steel-tined device that produces grooves parallel with the centerline.

Construct longitudinal grooves with a self-propelled machine designed specifically for grooving and texturing concrete pavement. The machine must have tracks to maintain constant speed, provide traction, and maintain accurate tracking along the pavement surface. The machine must have a single row of rectangular spring steel tines. The tines must be from 3/32 to 1/8 inch wide, on 3/4-inch centers, and must have enough length, thickness, and resilience to form grooves approximately 3/16 inch wide. The machine must have horizontal and vertical controls. The machine must apply constant down pressure on the pavement surface during texturing. The machines must not cause ravels.

Construct grooves over the entire pavement width in a single pass except do not construct grooves 3 inches from the concrete pavement edges and longitudinal joints. Final texture must be uniform and smooth. Use a guide to properly align the grooves. Grooves must be parallel and aligned to the pavement edge across the pavement width. Grooves must be from 1/8 to 3/16 inch deep after concrete has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand-construct grooves in compliance with the hand method under Section 40-3.11B, "Stationary Side Form Finishing." Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Initial and final texturing must produce a coefficient of friction of at least 0.30 when tested under California Test 342. Notify the Engineer when the concrete pavement is scheduled to be opened to traffic to allow at least 25 days for the Department to schedule for test for coefficient of friction. Notify the Engineer when the pavement is ready for testing which is the latter of:

1. Seven days after concrete placement
2. When the concrete pavement has attained a modulus of rupture of 550 psi

The Department tests for coefficient of friction within 7 days of receiving notification that the pavement is ready for testing.

Do not open the concrete pavement to traffic unless the coefficient of friction is at least 0.30.

Correct concrete pavement not complying with the Engineer's acceptance criteria for coefficient of friction by grooving or grinding under Section 42, "Groove and Grind Pavement."

Do not grind before:

1. Ten days after concrete pavement placement
2. Concrete has developed a modulus of rupture of at least 550 psi

Before opening to traffic, allow at least 25 days for the Department to retest sections for coefficient of friction after corrections are made.

#### **40-3.13 CURING**

Cure the concrete pavement's exposed area with waterproof membrane or curing compound (1) or (2) under Section 90-7.01, "Methods of Curing." When side forms are removed within 72 hours of the start of curing, also cure the concrete pavement edges.

If curing compound is used, apply it with mechanical sprayers. Reapply curing compound to sawcuts and disturbed areas.

#### **40-3.14 EARLY USE OF CONCRETE PAVEMENT**

If requesting early use of concrete pavement:

1. Furnish molds and machines for modulus of rupture testing
2. Sample concrete
3. Fabricate beam specimens
4. Test for modulus of rupture under California Test 523

When you request early use, concrete pavement must have a modulus of rupture of at least 350 psi. Protect concrete pavement under Section 40-3.15, "Protecting Concrete Pavement."

#### **40-3.15 PROTECTING CONCRETE PAVEMENT**

Protect concrete pavement under Section 90-8, "Protecting Concrete."

Maintain the concrete pavement temperature at not less than 40 °F for the initial 72 hours.

Protect the concrete pavement surface from activities that cause damage and reduce texture and coefficient of friction. Do not allow soil, gravel, petroleum products, concrete, or asphalt mixes on the concrete pavement surface.

Construct crossings for traffic convenience. If the Engineer approves your request, you may use rapid strength concrete for crossings. Do not open crossings until the Department determines by California Test 523 the concrete pavement's modulus of rupture is at least 550 psi.

Do not open concrete pavement to traffic or use equipment on the concrete pavement for 10 days after paving nor before the concrete has attained a modulus of rupture of 550 psi except:

1. If the equipment is for sawing contraction joints
2. If the Engineer approves your request, one side of paving equipment's tracks may be on the concrete pavement after a modulus of rupture of 350 psi has been attained, provided:

- 2.1. Unit pressure exerted on the concrete pavement by the paver does not exceed 20 psi
- 2.2. You change the paving equipment tracks to prevent damage or the paving equipment tracks travel on protective material such as planks
- 2.3. No part of the track is closer than 1 foot from the concrete pavement's edge

If concrete pavement damage including visible cracking occurs, stop operating paving equipment on the concrete pavement and repair the damage.

#### **40-3.16 OBTAINING DRILLED CORES**

Drill concrete pavement cores under ASTM C 42/ C 42M. Core drilling equipment must use diamond impregnated bits.

Clean, dry, and fill core holes with hydraulic cement grout (non-shrink) or pavement concrete. Coat the core hole walls with epoxy under the specifications for epoxy adhesive for bonding new concrete to old concrete in Section 95, "Epoxy." The backfill must match the adjacent concrete pavement surface elevation and texture.

Do not allow residue from core drilling to fall on traffic, flow across shoulders or lanes occupied by traffic, or flow into drainage facilities including gutters.

#### **40-3.17 REPAIR, REMOVAL, AND REPLACEMENT**

##### **40-3.17A General**

Working cracks are full-depth cracks essentially parallel to a planned contraction joint beneath which a contraction crack has not formed. If the Engineer orders, take 4-inch nominal diameter cores on designated cracks under Section 40-3.16, "Obtaining Drilled Cores."

##### **40-3.17B Repair of Spalls, Raveling, and Tearing**

Before concrete pavement is open to traffic, repair spalls, raveling, and tearing in sawed joints. Make repairs in compliance with the following:

1. Saw a rectangular area with a diamond-impregnated blade at least 2 inches deep.
2. Remove unsound and damaged concrete between the saw cut and the joint and to the saw cut's depth. Do not use a pneumatic hammer heavier than 15 pounds. Do not damage concrete pavement to remain in place.
3. Dispose of removed concrete pavement under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."
4. Clean the repair area's exposed surfaces with high pressure abrasive water blasting. Further clean and dry the exposed surfaces with compressed air free of moisture and oil.
5. Apply epoxy as specified for epoxy resin adhesive for bonding new concrete to old concrete under Section 95, "Epoxy." Apply the epoxy with a stiff bristle brush.
6. Apply a portland cement concrete or mortar patch immediately following the epoxy application. Install an insert to prevent bonding of the sides of planned joints.

Repair spalls if they are:

1. Deeper than 0.05 foot
2. Wider than 0.04 foot
3. Longer than 0.3 foot

##### **40-3.17C Route and Seal Working Cracks**

Treat working cracks within 0.5 foot of either side of a planned contraction joint in compliance with the following:

1. Route and seal the crack with epoxy resin in compliance with the following:
  - 1.1. Use a powered rotary router mounted on wheels, with a vertical shaft and a routing spindle that casters as it moves along the crack
  - 1.2. Form a reservoir 3/4 inch deep by 3/8 inch wide in the crack
  - 1.3. Use equipment that does not cause raveling or spalling
  - 1.4. Place liquid sealant

2. Treat the contraction joint adjacent to the working crack in compliance with the following:
  - 2.1. Use epoxy resin under ASTM C 881/C 881M, Type IV, Grade 2 for Type B joints and secondary saw cuts for Type A1 and Type A2 joints
  - 2.2. Pressure inject epoxy resin under ASTM C 881/C881M, Type IV, Grade 1 for narrow saw cuts including initial saw cuts for Type A1 and Type A2 joints

If a working crack intersects a contraction joint, route and seal the working crack and seal the contraction joint as specified for installing liquid sealant under Section 40-3.09, "Joint Seal and Joint Sealant Installation."

**40-3.17D Removal and Replacement of Slabs**

As specified, remove and replace slabs or partial slabs for:

1. Insufficient thickness
2. Dowel bar misalignment
3. Working cracks more than 0.5 foot from a planned contraction joint

**40-4 MEASUREMENT AND PAYMENT**

**40-4.01 MEASUREMENT**

Concrete pavement is measured by the cubic yard. The Engineer calculates the pay quantity volume based on the dimensions shown on the plans and as ordered

The contract items for sealing joints as designated in the Verified Bid Item List are measured by the linear foot. Sealing joints are measured from field measurements for each type of sealed joint.

The contract item for shoulder rumble strips is measured by the station along each shoulder on which the rumble strips are constructed without deductions for gaps between indentations.

**40-4.02 PAYMENT**

The contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the concrete pavement, complete in place including bar reinforcement, tie bars, dowel bars, anchors, fasteners, tack coat, and providing the facility for and attending the prepaving conference, as shown on the plans and as specified in these specifications and the special provisions, and as directed by the Engineer.

The Engineer adjusts payment for each primary area deficient in average thickness in compliance with the following:

**Pay Adjustments for Deficient Thickness**

Average Thickness Deficiency (foot)	Deficiency Adjustment (\$/sq yd)
0.01	0.90
0.02	2.30
0.03	4.10
0.04	6.40
0.05	9.11

If the average thickness deficiency is less than 0.01 foot, the Engineer does not adjust payment for thickness deficiency. If the average thickness deficiency is more than 0.01 foot, the Engineer rounds to the nearest 0.01 foot and uses the adjustment table.

Full compensation for core drilling and backfilling the cores ordered by the Engineer for measuring concrete pavement thickness and determining full-depth cracks is included in the contract price paid per cubic yard for concrete pavement as designated in the Engineer's Estimate and no additional compensation will be allowed therefor. The Department does not pay for additional concrete pavement thickness measurements requested by the Contractor.

The Department does not pay for the portion of concrete that penetrates treated permeable base.

Full compensation for the quality control plan is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for furnishing and applying asphaltic emulsion on cement treated permeable base is included in the contract price paid per cubic yard for concrete pavement as designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for repairing joints is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for furnishing, calibrating, and operating profilograph equipment for Profile Index, for submitting profilograms, and for performing corrective work is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for grooving and grinding for final finishing is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for removing and replacing joint material for grooving and grinding is included in the contract price per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for removing and replacing slabs is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

Full compensation for drilling holes and bonding tie bars with chemical adhesive is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no additional compensation will be allowed therefor.

Full compensation for repairing damage caused by operating paving equipment on new concrete pavement is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no separate payment will be made therefor.

The material and work necessary for the construction of crossings for public convenience, and their subsequent removal and disposal, will be paid for at the contract prices for the items of work involved and if there are no contract items for the work involved, payment for concrete pavement crossings will be made by extra work as specified in Section 4-1.03D, "Extra Work."

The Department will reduce payments to the Contractor by \$56.12 per square yard for concrete pavement slabs allowed to remain in place represented by cores indicating dowel bars placed with their centers from  $\pm 2$  inches to  $\pm 3$  inches from the saw cut of a transverse contraction joint

The Engineer will calculate the reduced payment using the slab dimensions adjacent to and inclusive of the joints with misplaced dowel bars. This reduced payment is in addition to other specified payment reductions.

The Department will reduce payments to the Contractor by \$59.56 per square yard for concrete pavement allowed to remain in place represented by cores indicating either of the following:

1. Tie bars placed outside their specified placement and position tolerances
2. Bar reinforcement placed outside their specified placement and position tolerances

The Engineer will calculate the reduced payment using the slab dimensions adjacent to and inclusive of the joints with misplaced tie bars. This reduced payment is in addition to other specified payment reductions.

Full compensation for core drilling for checking dowel or tie bar alignment and backfilling the cores is included in the contract price paid per cubic yard for concrete pavement as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

If the initial cores show that dowel bars or tie bars are out of tolerance for alignment and the Engineer orders additional dowel or tie bar coring, full compensation for drilling the additional cores is included in the contract price paid per cubic yard for concrete pavement as designated in the Verified Bid Item List and no additional compensation will be allowed therefor.

If the initial cores show that dowel bars or tie bars are within alignment tolerances and the Engineer orders more dowel or tie bar coring, the additional cores will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The Department will not pay for additional coring to check dowel or tie bar alignment you request.

Full compensation for performing profilograph tests, furnishing the profilograms and electronic files to the Engineer, and for performing corrective work is included in the contract price paid per cubic yard for the type of concrete pavement as designated in the Verified Bid Item List and no additional compensation will be allowed therefor.

The contract prices paid per linear foot for seal pavement joint and seal isolation joint include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in sealing pavement joints and sealing isolation joints, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per station for shoulder rumble strip includes full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the rumble strip complete in place, as shown on the plans, as specified in these Standard Specifications and as directed by the Engineer.

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**SECTION 41 PAVEMENT SUBSEALING AND JACKING**  
**(Issued 01-05-07)**

**In Section 41-1.02 replace the 2nd and 3rd paragraphs with:**

Cement for grout shall be Type II portland cement conforming to the provisions in Section 90-2.01A, "Cement."  
Fly ash shall conform to the requirements in AASHTO Designation: M 295 for either Class C or for Class F. The brand of fly ash used in the work shall conform to the provisions for approval of admixture brands in Section 90-4.03, "Admixture Approval."

**In Section 41-1.02 replace the 5th paragraph with:**

Chemical admixtures and calcium chloride may be used. Chemical admixtures in the grout mix shall conform to the provisions in Section 90-4, "Admixtures." Calcium chloride shall conform to ASTM Designation: D 98.

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**SECTION 42 GROOVE AND GRIND PAVEMENT**  
**(Issued 05-15-09)**

**In Section 42-2.02 replace the 3rd paragraph with:**

Existing portland cement concrete pavement not constructed as part of the project shall be ground as follows:

Grinding shall be performed so that the pavement surface on both sides of all transverse joints and cracks has essentially the same depth of texture and does not vary from a true plane enough to permit a 0.006-foot thick shim 0.25-foot wide to pass under a 3-foot straightedge adjacent to either side of the joint or crack when the straightedge is laid on the pavement parallel to centerline with its midpoint at the joint or crack. After grinding has been completed, the pavement shall conform to the straightedge and profile requirements specified in Section 40-1.03, "Quality Control and Assurance."

Abnormally depressed areas due to subsidence or other localized causes will be excluded from testing with the profilograph and 12-foot straightedge specified in Section 40-1.03. The accumulated total of the excluded areas shall not exceed 5 percent of the total area to be ground. Profilograph testing shall end 25 feet prior to excluded areas and shall resume 25 feet following the excluded areas.

**In Section 42-2.03 replace the 2nd paragraph with:**

Replacement concrete paving shall conform to the provisions in Section 40, "Concrete Pavement." Replacement pavement may be spread and shaped by any suitable powered finishing machines, supplemented by handwork as necessary. Consolidation of the concrete shall be by means of high-frequency internal vibrators within 15 minutes after the concrete is deposited on the subgrade. Vibrating shall be done with care and in such manner to assure adequate consolidation adjacent to forms and uniformly across the full paving width. Use of vibrators for extensive shifting of the mass of concrete will not be permitted. Methods of spreading, shaping and compacting that result in segregation, voids or rock pockets shall be discontinued, and the Contractor shall adopt methods which will produce dense homogeneous pavement conforming to the required cross section. Finishing may be performed by hand method, as specified in Section 40-3.11B, "Stationary Side Form Finishing."

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**SECTION 49 PILING**

**(Issued 07-20-12)**

**In Section 49-1.03 replace the 4th paragraph with:**

Modification to the specified installation methods and specified pile tip elevation will not be considered at locations where settlement, tension demands, or lateral load demands control design pile tip elevations or when the plans state that specified pile tip elevation shall not be revised.

**In Section 49-1.03 in the 7th paragraph, replace the 2nd sentence with:**

The loading apparatus described as "Tensile Load Applied by Hydraulic Jack(s) Acting Upward at One End of Test Beam(s)" shall not be used.

**In Section 49-1.03 replace the 9th paragraph with:**

The Contractor shall furnish piling of sufficient length to obtain the specified tip elevation shown on the plans or specified in the special provisions.

**In Section 49-1.04 replace the 6th paragraph with:**

The Contractor may use additional cementitious material in the concrete for the load test and anchor piles.

**In Section 49-4.01 replace the 2nd paragraph with:**

The drilling of holes shall conform to the provisions in these specifications. Concrete filling for cast-in-place concrete piles shall be prequalified in conformance with the provisions in Section 90-9, "Compressive Strength," and shall have a minimum 28-day compressive strength of 3,600 psi. At the option of the Contractor, the combined aggregate grading for the concrete shall be either the one-inch maximum grading, the 1/2-inch maximum grading, or the 3/8-inch maximum grading. Concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," and Section 51, "Concrete Structures." Reinforcement shall conform to the provisions in Section 52, "Reinforcement."

**In Section 49-6.01 replace the 1st paragraph with:**

The length of timber, steel, and precast prestressed concrete piles, and of cast-in-place concrete piles consisting of driven shells filled with concrete, shall be measured along the longest side, from the tip elevation shown on the plans to the plane of pile cut-off.

**In Section 49-6.02 add:**

When pile tips are revised by the Engineer for timber, steel, and precast prestressed concrete piles, and for cast-in-place concrete piles consisting of driven shells filled with concrete, the additional length required, including all materials, equipment, and labor for furnishing, splicing, and installing the piling, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

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**SECTION 50 PRESTRESSING CONCRETE**

**(Issued 04-20-12)**

**In Section 50-1.02 replace the 2nd paragraph with:**

The working drawings of the prestressing system shall show complete details and substantiating calculations of the method and materials the Contractor proposes to use in the prestressing operations, including any additions or rearrangement of reinforcing steel from that shown on the plans. The details shall outline the method and sequence of stressing and shall include complete specifications and details of the prestressing steel and anchoring devices, jacking

stresses, elongation calculations, type of ducts and all other data pertaining to the prestressing, including the proposed arrangement of the prestressing steel in the members. The drawings shall also show (1) the exact location of anchorage system components, ducts, and other related elements and (2) the duct location data, including elevations at least every 1/8th point of the span for each span.

**In Section 50-1.05 replace the 1st paragraph with:**

Prestressing steel shall be high-tensile wire conforming to the requirements in ASTM Designation: A 421, including Supplement I; high-tensile seven-wire strand conforming to the requirements in ASTM Designation: A 416; or uncoated deformed (Type II) high-strength steel bars conforming to the requirements in ASTM Designation: A 722, including all supplementary requirements. The maximum weight requirement of ASTM Designation: A 722 will not apply.

**In Section 50-1.05 in the 3rd paragraph, delete item A.**

**In Section 50-1.05 in the 3rd paragraph, replace item E with:**

- E. In addition to the requirements in Section 50-1.10, "Samples for Testing," four 4-foot-long samples of coated strand and one 5-foot-long sample of uncoated strand of each size and reel shall be furnished to the Engineer for testing. These samples, as selected by the Engineer, shall be representative of the material to be used in the work.

**In Section 50-1.05 between the 3rd and 4th paragraphs, add:**

The Contractor shall furnish to the Transportation Laboratory a representative 8-ounce sample from each batch of epoxy patching material to be used. Each sample shall be packaged in an airtight container identified with the manufacturer's name and batch number.

**In Section 50-1.07 replace the 2nd paragraph with:**

Ducts shall be fabricated with either welded or interlocked seams. Galvanizing of the welded seam will not be required. Ducts shall have sufficient strength to maintain their correct alignment during placing of concrete. Joints between sections of duct shall be positive metallic connections which do not result in angle changes at the joints. Waterproof tape shall be used at the connections. Ducts shall be bent without crimping or flattening. Transition couplings connecting the ducts to anchoring devices shall be either ferrous metal or polyolefin. Ferrous metal transition couplings need not be galvanized.

Ducts shall have an inside cross-sectional area of at least:

1. 2.5 times the net area of the prestressing steel for multistrand tendons that will be placed by the pull-through method.
2. 2.0 times the net area of the prestressing steel for multistrand tendons that will not be placed by the pull-through method.

Ducts shall have an outside diameter not exceeding 50 percent of the girder web width.

**In Section 50-1.07 replace the 7th paragraph with:**

All ducts having a vertical duct profile change of 6 inches or more shall be vented. Vents shall be placed within 6 feet of every high point in the duct profile. Vents shall be 1/2 inch minimum diameter standard pipe or suitable plastic pipe. Connections to ducts shall be made with metallic or plastic structural fasteners. Plastic components, if selected, shall not react with the concrete or enhance corrosion of the prestressing steel and shall be free of water soluble chlorides. The vents shall be mortar tight, taped as necessary, and shall provide means for injection of grout through the vents and for sealing the vents. Ends of vents shall be removed one inch below the roadway surface after grouting has been completed.

**In Section 50-1.08 replace the 2nd paragraph with:**

The maximum temporary tensile stress (jacking stress) in prestressing steel of post-tensioned members shall not exceed 75 percent of the specified minimum ultimate tensile strength of the prestressing steel.

**In Section 50-1.08 delete the 4th, 5th, and 6th paragraphs.**



Falsework member	Clearances	
	To railing members, barriers, and anchored temporary railings	To unanchored temporary railings
Footings	0'-3"	2'-0"
Piles	1'-0"	2'-9"
Other members	2'-0"	2'-9"

**In Section 51-1.06C in the 11th paragraph, replace the 1st sentence with:**

Falsework for box culverts and other structures with decks lower than the roadway pavement and with span lengths of 14 feet or less shall not be released until the last placed concrete has attained a compressive strength of 1,600 psi, provided that curing of the concrete is not interrupted.

**In Section 51-1.11 replace the 6th paragraph with:**

Construction methods and equipment employed by the Contractor shall conform to the provisions in Section 7-1.02, "Load Limitations."

**In Section 51-1.12D replace the 4th paragraph with:**

Expanded polystyrene shall be a commercially available polystyrene board. Expanded polystyrene shall have a minimum flexural strength of 35 psi determined in conformance with the requirements in ASTM Designation: C 203 and a compressive yield strength of between 16 and 40 psi at 5 percent compression. Surfaces of expanded polystyrene against which concrete is placed shall be faced with hardboard. Hardboard shall be 1/8 inch minimum thickness, conforming to ANSI A135.4, any class. Other facing materials may be used provided they furnish equivalent protection. Boards shall be held in place by nails, waterproof adhesive, or other means approved by the Engineer.

**In Section 51-1.12F replace the 3rd paragraph with:**

Type A and AL joint seals shall consist of a groove in the concrete that is filled with field-mixed silicone sealant.

**In Section 51-1.12F in the 6th paragraph, replace the table with:**

Movement Rating (MR)	Seal Type
MR ≤ 1 inch	Type A or Type B
1 inch < MR ≤ 2 inches	Type B
2 inches < MR ≤ 4 inches	Joint Seal Assembly (Strip Seal)
MR > 4 inches	Joint Seal Assembly (Modular Unit) or Seismic Joint

**In Section 51-1.12F(3)(a) replace the 1st and 2nd paragraphs with:**

The sealant must consist of a 2-component silicone sealant that will withstand up to ±50 percent movement. Silicone sealants must be tested under California Test 435 and must comply with the following:

Specification	Requirement
Modulus at 150 percent elongation	8-75 psi
Recovery	21/32 inch max.
Notch Test	Notched or loss of bond 1/4 inch, max.
Water Resistance	Notched or loss of bond 1/4 inch, max.
Ultraviolet Exposure ASTM Designation: G 154, Table X2.1, Cycle 2.	No more than slight checking or cracking.
Cone Penetration	4.5-12.0 mm

**In Section 51-1.12F(3)(a) delete the 3rd and 8th paragraphs.**

**In Section 51-1.12F(3)(a) replace the 10th paragraph with:**

A Certificate of Compliance accompanied by a certified test report must be furnished for each batch of silicone sealant in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

**In Section 51-1.12F(3)(b) replace the 2nd paragraph with:**

The preformed elastomeric joint seal must conform to the requirements in ASTM D 2628 and the following:

1. The seal must consist of a multichannel, nonporous, homogeneous material furnished in a finished extruded form.
2. The minimum depth of the seal measured at the contact surface must be at least 95 percent of the minimum uncompressed width of the seal as designated by the manufacturer.
3. When tested in conformance with the requirements in California Test 673 for Type B seals, joint seals must provide a movement rating (MR) of not less than that shown on the plans.
4. The top and bottom edges of the joint seal must maintain continuous contact with the sides of the groove over the entire range of joint movement.
5. The seal must be furnished full length for each joint with no more than 1 shop splice in any 60-foot length of seal.
6. The Contractor must demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.
7. One field splice per joint may be made at locations and by methods approved by the Engineer. The seals are to be manufactured full length for the intended joint, then cut at the approved splice section and rematched before splicing. The Contractor must submit splicing details prepared by the joint seal manufacturer for approval before beginning splicing work.
8. Shop splices and field splices must have no visible offset of exterior surfaces and must show no evidence of bond failure.
9. At all open ends of the seal that would admit water or debris, each cell must be filled to a depth of 3 inches with commercial quality open cell polyurethane foam or closed by other means subject to approval by the Engineer.

**In Section 51-1.12F(3)(b) replace the 7th paragraph with:**

The joint seal must be installed full length for each joint with equipment that does not twist or distort the seal, elongate the seal longitudinally, or otherwise cause damage to the seal or to the concrete forming the groove.

**In Section 51-1.12F(3)(b) in the 11th paragraph, replace the 1st sentence with:**

Samples of the prefabricated joint seals, not less than 3 feet in length, will be taken by the Engineer from each lot of material.

**In Section 51-1.12H(1) in the 6th paragraph, replace the 4th and 5th sentences with:**

Each ply of fabric shall have a breaking strength of not less than 800 pounds per inch of width in each thread direction when 3" x 36" samples are tested on split drum grips. The bond between double plies shall have a minimum peel strength of 20 pounds per inch.

**In Section 51-1.12H(1) in the 8th paragraph in the table, replace the hardness (Type A) requirements with:**

Hardness (Type A)	D 2240 with 2kg mass.	55 ±5
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**In Section 51-1.12H(2) in the 1st paragraph in item A, replace the 1st and 2nd sentences with:**

The bearings shall consist of alternating steel laminates and internal elastomer laminates with top and bottom elastomer covers. Steel laminates shall have a nominal thickness of 0.075 inch (14 gage).

**In Section 51-1.13 replace the 2nd, 3rd, and 4th paragraphs with:**

Surfaces of fresh concrete at horizontal construction joints shall be thoroughly consolidated without completely removing surface irregularities. Additionally, surfaces of fresh concrete at horizontal construction joints between girder stems and decks shall be roughened to at least a 1/4-inch amplitude.

Construction joint surfaces shall be cleaned of surface laitance, curing compound, and other foreign materials using abrasive blast methods before fresh concrete is placed against the joint surface.

Construction joint surfaces shall be flushed with water and allowed to dry to a surface dry condition immediately before placing concrete.

**In Section 51-1.135 replace the 1st paragraph with:**

Mortar shall be composed of cementitious material, sand, and water proportioned and mixed as specified in this Section 51-1.135.

**In Section 51-1.135 replace the 3rd paragraph with:**

The proportion of cementitious material to sand, measured by volume, shall be 1 to 2 unless otherwise specified.

**In Section 51-1.17 in 4th paragraph, replace the 3rd sentence with:**

The surfaces shall have a profile trace showing no high points in excess of 0.25 inch, and the portions of the surfaces within the traveled way shall have a profile count of 5 or less in any 100 foot section.

**Add:**

**51-1.17A Deck Crack Treatment**

The Contractor shall use all means necessary to minimize the development of shrinkage cracks.

The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion of concrete cure, before prestressing, and before the release of falsework. In any 500 square foot portion of deck within the limits of the new concrete deck, should the intensity of cracking be such that there are more than 50 feet of cracks whose width at any location exceeds 0.02 inch, the deck shall be treated with a high molecular weight methacrylate (HMWM) resin system. The area of deck to be treated shall have a width that extends for the entire width of new deck inside the concrete barriers and a length that extends at least 5 feet beyond the furthest single continuous crack outside the 500 square foot portion, measured from where that crack exceeds 0.02 inch in width, as determined by the Engineer.

Deck crack treatment shall include furnishing, testing, and applying the HMWM resin system, with sand and absorbent material. If grinding is required, deck crack treatment shall take place before grinding.

### **51-1.17A(1) Submittals**

Submit a HMWM resin system placement plan. When HMWM resin is to be applied within 100 feet of a residence, business, or public space including sidewalks under a structure, also submit a public safety plan. Submit plans under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The review time is 15 days.

The HMWM resin system placement plan must include:

1. Schedule of work and testing for each bridge
2. Description of equipment for applying HMWM resin
3. Range of gel time and final cure time for HMWM resin
4. Absorbent material to be used
5. Description of equipment for applying and removing excess sand and absorbent material
6. Procedure for removing HMWM resin from the deck, including equipment
7. Storage and handling of HMWM resin components and absorbent material
8. Disposal of excess HMWM resin and containers

The public safety plan must include:

1. A public notification letter with a list of delivery and posting addresses. The letter must state HMWM resin work locations, dates, times, and what to expect. Deliver the letter to residences and businesses within 100 feet of HMWM resin work locations and to local fire and police officials at least 7 days before starting work. Post the letter at the job site.
2. An airborne emissions monitoring plan prepared and executed by a certified industrial hygienist (CIH) certified in comprehensive practice by the American Board of Industrial Hygiene. The plan must have at least 4 monitoring points including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during HMWM resin work and submit emissions monitoring results after completing the work.
3. An action plan for protection of the public when airborne emissions levels exceed permissible levels.
4. A copy of the CIH's certification.

If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of HMWM resin, the Engineer will reject the plan and direct the Contractor to revise the plan. Directions for revisions will be in writing and include detailed comments. The Engineer will notify the Contractor of the approval or rejection of a submitted or revised plan within 15 days of receipt of that plan.

### **51-1.17A(2) Quality Control and Assurance**

Submit samples of HMWM resin components 15 days before use under Section 6-3, "Testing," of the Standard Specifications. Notify the Engineer 15 days before delivery of HMWM resin components in containers over 55 gallons to the job site.

Complete a test area before starting work. Results from airborne emissions monitoring of the test area must be submitted to the Engineer before starting production work.

The test area must:

1. Be approximately 500 square feet
2. Be placed within the project limits outside the traveled way at an approved location
3. Be constructed using the same equipment as the production work
4. Replicate field conditions for the production work
5. Demonstrate proposed means and methods meet the acceptance criteria
6. Demonstrate production work will be completed within the time allowed
7. Demonstrate suitability of the airborne emissions monitoring plan

The test area will be acceptable if:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. The coefficient of friction is at least 0.35 when tested under California Test 342

**51-1.17A(3) Materials**

HMWM resin system consists of a resin, promoter, and initiator. HMWM resin must be low odor and comply with the following:

<b>HMWM Resin</b>		
Property	Requirement	Test Method
Volatile Content*	30 percent, maximum	ASTM D 2369
Viscosity*	25 cP, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 77°F)	ASTM D 2196
Specific Gravity*	0.90 minimum, at 77°F	ASTM D 1475
Flash Point*	180°F, minimum	ASTM D 3278
Vapor Pressure*	1.0 mm Hg, maximum, at 77°F	ASTM D 323
Tack-free Time	400 minutes, maximum, at 25°C	Specimens prepared per California Test 551
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21 ± 1°C	California Test 551

\* Test must be performed before adding initiator.

Sand for abrasive sand finish must:

1. Be commercial quality dry blast sand
2. Have at least 95 percent pass the No. 8 sieve and at least 95 percent retained on the No. 20 sieve when tested under California Test 205

Absorbent material must be diatomaceous earth, abrasive blast dust, or substitute recommended by the HMWM resin supplier and approved by the Engineer.

**51-1.17A(4) Construction**

HMWM resin system applied by machine must be:

1. Combined in volumetric streams of promoted resin to initiated resin by static in-line mixers
2. Applied without atomization

HMWM resin system may be applied manually. Limit the quantity of resin mixed for manual application to 5 gallons at a time.

Prepare the area to be treated by abrasive blasting. Curing compound, surface contaminants, and foreign material must be removed from the bridge deck surface. Sweep the deck surface clean after abrasive blasting and blow loose material from cracks using high-pressure air.

The deck surface must be dry when abrasive blast cleaning is performed. When abrasive blast cleaning within 10 feet of public traffic, remove dust and residue from abrasive blast cleaning using a vacuum attachment operating concurrently with blasting equipment. If the deck surface becomes contaminated before placing HMWM, abrasive blast clean the contaminated area and sweep the deck clean.

The deck must be dry before applying HMWM resin. The concrete surface must be at least 50 degrees F and at most 100 degrees F. Relative humidity must be expected to be at most 85 percent during the work shift.

Thoroughly mix all components of the HMWM resin system. Apply HMWM resin to the deck surface within 5 minutes of mixing at approximately 90 sq ft per gallon. The Engineer determines the exact application rate. The resin gel time must be between 40 and 90 minutes. HMWM resin that thickens during application is rejected.

Spread the HMWM resin system uniformly. Completely cover surfaces to be treated and fill all cracks. Redistribute excess resin using squeegees or brooms within 10 minutes of application. For textured or grooved deck surfaces, excess resin must be removed from the texture indentations.



Apply the abrasive sand finish of at least 2 pounds per square yard or until saturation as determined by the Engineer no sooner than 20 minutes after applying resin. Apply absorbent material before opening lane to traffic. Remove excess sand and absorbent material by vacuuming or power sweeping.

Traffic or equipment will be allowed on the overlay after the Engineer has determined:

1. The treated deck surface is tack free and non-oily
2. The sand cover adheres and resists brushing by hand
3. Excess sand and absorbent material has been removed
4. No material will be tracked beyond limits of treatment by traffic

**In Section 51-1.18C replace the 2nd paragraph with:**

When Class 2 surface finish (gun finish) is specified, ordinary surface finish shall first be completed. The concrete surfaces shall then be abrasive blasted to a rough texture and thoroughly washed down with water. While the washed surfaces are damp, but not wet, a finish coating of machine applied mortar, approximately 1/4 inch thick, shall be applied in not less than 2 passes. The coating shall be pneumatically applied and shall consist of either (1) sand, cementitious material, and water mechanically mixed prior to its introduction to the nozzle, or (2) premixed sand and cementitious material to which water is added prior to its expulsion from the nozzle. The use of admixtures shall be subject to the approval of the Engineer as provided in Section 90, "Portland Cement Concrete." Unless otherwise specified, supplementary cementitious materials will not be required. The proportion of cementitious material to sand shall be not less than one to 4, unless otherwise directed by the Engineer. Sand shall be of a grading suitable for the purpose intended. The machines shall be operated and the coating shall be applied in conformance with standard practice. The coating shall be firmly bonded to the concrete surfaces on which it is applied.

**In Section 51-1.18C replace the 5th paragraph with:**

When surfaces to be finished are in pedestrian undercrossings, the sand shall be silica sand and the cementitious material shall be standard white portland cement.

**In Section 51-1.23 add:**

Full compensation for deck crack treatment, including the public safety plan, shall be considered as included in the contract price paid per cubic yard for structural concrete, bridge, and no additional compensation will be allowed therefor.

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**SECTION 52 REINFORCEMENT**  
(Issued 06-05-09)

**In Section 52-1.02(B) between the 3rd and 4th paragraphs, add:**

The epoxy powder coating shall be selected from the Department's Pre-Qualified Products List.

**In Section 52-1.02(B) replace the 14th paragraph with:**

Except for lap splices, splices for epoxy-coated reinforcement shall be coated with a corrosion protection covering that is selected from the Department's Pre-Qualified Products List. The covering shall be installed in accordance with the manufacturer's recommendations.

**In Section 52-1.07 in the 11th paragraph, replace the table with:**

Height Zone (H) (Feet above ground)	Wind Pressure Value (psf)
$H \leq 30$	20
$30 < H \leq 50$	25
$50 < H \leq 100$	30
$H > 100$	35

**In Section 52-1.08B(1) replace the 1st paragraph with:**

Mechanical splices to be used in the work shall be selected from the Department's Pre-Qualified Products List.

**In Section 52-1.08B(1) in the 2nd paragraph, replace the table with:**

Reinforcing Bar Number	Total Slip
4	0.020-inch
5	0.020-inch
6	0.020-inch
7	0.028-inch
8	0.028-inch
9	0.028-inch
10	0.036-inch
11	0.036-inch
14	0.048-inch
18	0.060-inch

**In Section 52-1.08B(1), in the 6th paragraph, delete item C.**

**In Section 52-1.08B(2) in the 6th paragraph, replace the subparagraph with:**

The minimum preheat and interpass temperatures shall be 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.

**Replace Section 52-1.08B(3) with:**

**52-1.08B(3) Resistance Butt Welds**

Shop produced resistance butt welds shall be produced by a fabricator who is selected from the Department's Pre-Qualified Products List.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished for each shipment of splice material. The Certificate of Compliance shall include heat number, lot number and mill certificates.

**In Section 52-1.08C replace the 3rd paragraph with:**

Testing on prequalification and production sample splices shall be performed at an approved independent testing laboratory. The laboratory shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

The independent testing laboratory shall be selected from the Department's Pre-Qualified Products List.

**In Section 52-1.08C replace the 5th paragraph with:**

Prequalification and production sample splices and testing shall conform to California Test 670 and these specifications.

**In Section 52-1.08C delete the 6th paragraph.**

**In Section 52-1.08C replace the 8th paragraph with:**

Each sample splice, as defined herein, shall be identified as representing either a prequalification or production test sample splice.

**In Section 52-1.08C in the 10th paragraph, delete the last sentence.**

**Replace Section 52-1.08C(1) with:**

**52-1.08C(1) Splice Prequalification Report**

Before using any service splices or ultimate butt splices in the work, the Contractor shall submit a Splice Prequalification Report. The report shall include the following:

- A. A copy of the manufacturer's product literature giving complete data on the splice material and installation procedures.
- B. Names of the operators who will be performing the splicing.
- C. Descriptions of the positions, locations, equipment, and procedures that will be used in the work.
- D. Certifications from the fabricator for prequalification of operators and procedures based on sample tests performed no more than 2 years before submitting the report. Each operator shall be certified by performing 2 sample splices for each bar size of each splice type that the operator will be performing in the work. For deformation-dependent types of splice devices, each operator shall be certified by performing 2 additional samples for each bar size and deformation pattern that will be used in the work.

Prequalification sample splices shall be tested by an approved independent testing laboratory and shall conform to the appropriate production test criteria and slip requirements specified herein. When epoxy-coated reinforcement is required, resistance butt welded sample splices shall have the weld flash removed by the same procedure as will be used in the work, before coating and testing. The Splice Prequalification Report shall include the certified test results for all prequalification sample splices.

The QCM shall review and approve the Splice Prequalification Report before submitting it to the Engineer for approval. The Contractor shall allow 2 weeks for the review and approval of a complete report before performing any service splicing or ultimate butt splicing in the work.

**In Section 52-1.08C(2)(a) replace the 1st, 2nd, 3rd, 4th, and 5th paragraphs with:**

Production tests shall be performed by an approved independent testing laboratory for all service splices used in the work. A production test shall consist of testing 4 sample splices prepared for each lot of completed splices. The samples shall be prepared by the Contractor using the same splice material, position, operators, location, and equipment, and following the same procedure as used in the work.

At least one week before testing, the Contractor shall notify the Engineer in writing of the date and location where the testing of the samples will be performed.

The 4 samples from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the approved independent testing laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 samples of splices shall not be tested.

Before performing any tensile tests on production test sample splices, one of the 4 samples shall be tested for, and shall conform to, the requirements for total slip in Section 52-1.08B(1), "Mechanical Splices." Should this sample not meet the total slip requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. Should any of the 3 remaining samples not conform to the total slip requirements, all splices in the lot represented by this production test will be rejected.

If 3 or more sample splices from a production test conform to the provisions in this Section 52-1.08C(2), "Service Splice Test Criteria," all splices in the lot represented by this production test will be considered acceptable.

**Replace Section 52-1.08C(2)(b) with:**

**52-1.08C(2)(b) Quality Assurance Test Requirements for Service Splices**

In addition to the required production tests, the Contractor shall concurrently prepare 4 service quality assurance sample splices for:

- A. The first production test performed.
- B. One of every 5 subsequent production tests, or fraction thereof, randomly selected by the Engineer.

These service quality assurance sample splices shall be prepared in the same manner as specified herein for service production sample splices.

The service quality assurance sample splices shall be shipped to the Transportation Laboratory for quality assurance testing. Each set of 4 sample splices shall be securely bundled together and identified by location and contract number with weatherproof markings before shipment. Bundles containing fewer than 4 samples of splices will not be tested. Sample splices not accompanied by the supporting documentation required in Section 52-1.08B(1), "Mechanical Splices," for mechanical splices, or in Section 52-1.08B(3), "Resistance Butt Welds," for resistance butt welds, will not be tested.

Quality assurance testing will be performed in conformance with the requirements for service production sample splices in Section 52-1.08C(2)(a), "Production Test Requirements for Service Splices."

**Replace Section 52-1.08C(3) with:**

**52-1.08C(3) Ultimate Butt Splice Test Criteria**

Ultimate production and quality assurance sample splices shall be tensile tested in conformance with the requirements described in ASTM Designation: A 370 and California Test 670.

Each sample splice shall be identified as representing a prequalification, production, or quality assurance sample splice.

The portion of hoop reinforcing bar, removed to obtain a sample splice, shall be replaced using a prequalified ultimate mechanical butt splice, or the hoop shall be replaced in kind.

Reinforcing bars, other than hoops, from which sample splices are removed, shall be repaired using ultimate mechanical butt splices conforming to the provisions in Section 52-1.08C(1), "Splice Prequalification Report," or the bars shall be replaced in kind. These bars shall be repaired or replaced such that no splices are located in any "No Splice Zone" shown on the plans.

Ultimate production and quality assurance sample splices shall rupture either: 1) in the reinforcing bar but outside of the affected zone, provided that the sample splice has visible necking or 2) anywhere, provided that the sample splice has achieved the strain requirement for necking.

When tested in conformance with the requirements in California Test 670, "Necking (Option I)," the visible necking shall be such that there is a visible decrease in the sample's cross-sectional area at the point of rupture.

When tested in conformance with the requirements in California Test 670, "Necking (Option II)," the strain requirement for necking shall be such that the largest measured strain is not less than 6 percent for No. 11 and larger bars, or not less than 9 percent for No. 10 and smaller bars.

The affected zone is the portion of the reinforcing bar where any properties of the bar, including the physical, metallurgical, or material characteristics, have been altered by fabrication or installation of the splice. The weld and one inch adjacent to the weld will be considered part of the affected zone.

**In Section 52-1.08C(3)(a) replace the 1st paragraph with:**

Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of testing 4 sample splices removed from each lot of completed splices.

**In Section 52-1.08C(3)(a) replace the 3rd paragraph with:**

After notification has been received, the Engineer will randomly select the 4 sample splices to be removed from the lot and place tamper-proof markings or seals on them. These ultimate production sample splices shall be removed by the Contractor, and tested by an approved independent testing laboratory.

**In Section 52-1.08C(3)(a) replace the 5th, 6th, and 7th paragraphs with:**

A sample splice will be rejected if a tamper-proof marking or seal is disturbed before testing.

The 4 sample splices from each production test shall be securely bundled together and identified with a completed sample identification card before shipment to the approved independent testing laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 sample splices shall not be tested.

Before performing any tensile tests on production test sample splices, one of the 4 sample splices shall be tested for, and shall conform to, the requirements for total slip in Section 52-1.08B(1), "Mechanical Splices." Should this sample splice not meet these requirements, one retest, in which the 3 remaining sample splices are tested for total slip, will be allowed. Should any of the 3 remaining sample splices not conform to these requirements, all splices in the lot represented by this production test will be rejected.

**Replace Section 52-1.08C(3)(b) with:**

**52-1.08C(3)(b) Quality Assurance Test Requirements for Ultimate Butt Splices**

In addition to the required production tests, the Contractor shall concurrently prepare 4 ultimate quality assurance sample splices for:

- A. The first production test performed.
- B. One of every 5 subsequent production tests, or fraction thereof, randomly selected by the Engineer.

These ultimate quality assurance sample splices shall be prepared in the same manner as specified herein for ultimate production sample splices.

The ultimate quality assurance sample splices shall be shipped to the Transportation Laboratory for quality assurance testing. Each set of 4 sample splices shall be securely bundled together and identified by location and contract number with weatherproof markings before shipment. Bundles containing fewer than 4 samples of splices will not be tested. Sample splices not accompanied by the supporting documentation required in Section 52-1.08B(1), "Mechanical Splices," for mechanical splices, or in Section 52-1.08B(3), "Resistance Butt Welds," for resistance butt welds, will not be tested.

Quality assurance testing will be performed in conformance with the requirements for ultimate production sample splices in Section 52-1.08C(3)(a), "Production Test Requirements for Ultimate Butt Splices."

**Replace Section 52-1.08D with:**

A Production Test Report for all testing performed on each lot shall be prepared by the approved independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each test: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, length of test specimen, physical condition of test sample splice, any notable defects, total measured slip, and ultimate tensile strength of each splice. In addition, the report shall include location of visible necking area and largest measured strain for ultimate butt splices.

The QCM must review, approve, and forward each Production Test Report to the Engineer for review before the splices represented by the report are encased in concrete. The Engineer will have 3 working days to review each Production Test Report and respond in writing after a complete report has been received. Should the Contractor elect to encase any splices before receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection.

Quality assurance test results for each bundle of 4 samples of splices will be reported in writing to the Contractor within 3 working days after receipt of the bundle by the Transportation Laboratory. In the event that more than one bundle is received on the same day, 2 additional working days shall be allowed for providing test results for each additional bundle received. A test report will be made for each bundle received. Should the Contractor elect to encase splices before receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection.

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**SECTION 53 SHOTCRETE**

(Issued 11-02-07)

**In Section 53-1.01 replace the 3rd paragraph with:**

The dry-mix process shall consist of delivering dry mixed aggregate and cementitious material pneumatically or mechanically to the nozzle body and adding water and mixing the materials in the nozzle body. The wet-mix process shall consist of delivering mixed aggregate, cement, and water pneumatically to the nozzle and adding any admixture at the nozzle.

**In Section 53-1.02 replace the 1st through 4th paragraphs with:**

Cementitious material, fine aggregate, and mixing water shall conform to the provisions in Section 90, "Portland Cement Concrete."

Shotcrete to be mixed and applied by the dry-mix process shall consist of one part cementitious material to not more than 4.5 parts fine aggregate, thoroughly mixed in a dry state before being charged into the machine. Measurement may be either by volume or by weight. The fine aggregate shall contain not more than 6 percent moisture by weight.

Shotcrete to be mixed and applied by the wet-mix process shall consist of cementitious material, fine aggregate, and water and shall contain not less than 632 pounds of cementitious material per cubic yard. A maximum of 30 percent pea gravel may be substituted for fine aggregate. The maximum size of pea gravel shall be such that 100 percent passes the 1/2 inch screen and at least 90 percent passes the 3/8 inch screen.

Admixtures may be added to shotcrete and shall conform to the provisions in Section 90-4, "Admixtures."

**In Section 53-1.04 in the 3rd paragraph, replace item C with:**

- C. Aggregate and cementitious material that have been mixed for more than 45 minutes shall not be used unless otherwise permitted by the Engineer.

**Replace Section 53-1.07 with:**

**53-1.07 MEASUREMENT**

Quantities of shotcrete will be measured by the cubic yard computed from measurements, along the slope, of actual areas placed and the theoretical thickness shown on the plans. The Department does not pay for shotcrete placed outside the dimensions shown on the plans or to fill low foundation.

**Replace Section 53-1.08 with:**

**53-1.08 PAYMENT**

The contract price paid per cubic yard for shotcrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing shotcrete, including preparing the foundation, wire reinforcement, structure backfill, joint filling material, and if required by the plans, drains with sacked pervious backfill material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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**SECTION 54 WATERPROOFING**

(Issued 07-01-11)

**In Section 54-1.02, replace the 1st paragraph with:**

Waterproofing asphalt shall conform to the requirements in ASTM Designation: D 449, Type I for below ground and Type II for above ground.

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**SECTION 55 STEEL STRUCTURES**

**(Issued 08-05-11)**

**In Section 55-1.01 replace the 4th paragraph with:**

Design details, fabrication, and workmanship for steel railway bridges shall conform to the provisions in Chapter 15, "Steel Structures," of the AREMA Manual for Railway Engineering.

**In Section 55-1.05 replace the 3rd paragraph with:**

Construction methods and equipment employed by the Contractor shall conform to the provisions in Section 7-1.02, "Load Limitations."

**In Section 55-2.01 replace the table in the 5th paragraph with:**

Material Conforming to ASTM Designation: A 709/A 709M	CVN Impact Value (Ft. Lbs at Temp.)
Grade 36	15 at 40° F
Grade 50* (2 inches and under in thickness)	15 at 40° F
Grade 50W* (2 inches and under in thickness)	15 at 40° F
Grade 50* (Over 2 inches to 4 inches in thickness)	20 at 40° F
Grade 50W* (Over 2 inches to 4 inches in thickness)	20 at 40° F
Grade HPS 50W* (4 inches and under in thickness)	20 at 10° F
Grade HPS 70W (4 inches and under in thickness)	25 at -10° F
Grade 100 (2 <sup>1</sup> / <sub>2</sub> inches and under in thickness)	25 at 0° F
Grade 100W (Over 2 <sup>1</sup> / <sub>2</sub> inches to 4 inches in thickness)	35 at 0° F

\* If the yield point of the material exceeds 65,000 psi, the temperature for the CVN impact value for acceptability shall be reduced 15° F for each increment of 10,000 psi above 65,000 psi

**In Section 55-2.01 replace the Structural Steel Materials table with:**

**Structural Steel Materials**

Material	Specification
Structural steel:	
Carbon steel	ASTM: A 709/A 709M, Grade 36 or {A 36/A 36M} <sup>a</sup>
High strength low alloy columbium vanadium steel	ASTM: A 709/A 709M, Grade 50 or {A 572/A 572M, Grade 50} <sup>a</sup>
High strength low alloy structural steel	ASTM: A 709/A 709M, Grade 50W, Grade HPS 50W, or {A 588/A 588M} <sup>a</sup>
High strength low alloy structural steel plate	ASTM: A 709/A 709M, Grade HPS 70W
High-yield strength, quenched and tempered alloy steel plate suitable for welding	ASTM: A 709/A 709M, Grade 100 and Grade 100W, or {A 514/A 514M} <sup>a</sup>
Steel fastener components for general applications:	
Bolts and studs	ASTM: A 307
Anchor bolts	ASTM: F 1554 or A 307, Grade C
High-strength bolts and studs	ASTM: A 449, Type 1
High-strength threaded rods	ASTM: A 449, Type 1
High-strength nonheaded anchor bolts	ASTM: F 1554, Grade 105, Class 2A
Nuts	ASTM: A 563, including Appendix X1 <sup>b</sup>
Washers	ASTM: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM: A 325, Type 1
Tension control bolts	ASTM: F 1852, Type 1
Nuts	ASTM: A 563, including Appendix X1 <sup>b</sup>
Hardened washers	ASTM : F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM: F 959, Type 325, zinc-coated
Carbon steel for forgings, pins and rollers	ASTM: A 668/A 668M, Class D
Alloy steel for forgings	ASTM: A 668/A 668M, Class G
Pin nuts	ASTM: A 36/A 36M
Carbon-steel castings	ASTM: A 27/A 27M, Grade 65-35, Class 1
Malleable iron castings	ASTM: A 47/A 47M, Grade 32510 (Grade 22010)
Gray iron castings	ASTM: A 48, Class 30B
Carbon steel structural tubing	ASTM: A 500, Grade B or A 501
Steel pipe (Hydrostatic testing will not apply)	ASTM: A 53, Type E or S, Grade B; A 106, Grade B; or A 139, Grade B
Stud connectors	AASHTO/AWS D1.5

a Grades that may be substituted for the equivalent ASTM Designation: A 709 steel, at the Contractor's option, subject to the modifications and additions specified and to the requirements of A 709.

b Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.

**In Section 55-2.04 delete the 1st paragraph.**

**Delete Section 55-2.05.**

**In Section 55-3.05 replace the 1st paragraph with:**

Surfaces of bearing and base plates and other metal surfaces that are to come in contact with each other or with ground concrete surfaces shall be flat to within 1/32-inch tolerance in 12 inches and to within 1/16-inch tolerance overall. Surfaces of bearing and base plates and other metal bearing surfaces that are to come in contact with preformed fabric pads, elastomeric bearing pads, or mortar shall be flat to within 1/8-inch tolerance in 12 inches and to within 3/16-inch tolerance overall.



**In Section 55-3.07 in the 1st paragraph, replace item B with:**

- B. The radius of bend measured to the concave face shall conform to the requirements in ASTM Designation: A6/A6M

**In Section 55-3.10 in the 1st paragraph, replace item B with:**

- B. Internal threads shall conform to the requirements in ASTM Designation: A 563.

**In Section 55-3.19 replace the 3rd paragraph with:**

Immediately before setting bearing assemblies or masonry plates directly on ground concrete surfaces, the Contractor shall thoroughly clean the surfaces of the concrete and the metal to be in contact and shall apply a coating of nonsag polysulfide or polyurethane caulking conforming to the requirements in ASTM Designation: C 920 to contact areas to provide full bedding.

**In Section 55-4.01 in the 1st paragraph, replace item D with:**

- D. To determine the pay quantities of galvanized metal, the weight to be added to the calculated weight of the base metal for the galvanizing will be determined from the table of weights of zinc coatings specified in ASTM Designation: A 153/A 153M.

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**SECTION 56 SIGNS  
(Issued 07-20-12)**

**In Section 56-1.01 in the 2nd paragraph, replace the 1st sentence with:**

Sign structures shall be of the following types: truss, tubular, lightweight and bridge mounted.

**In Section 56-1.02A replace the 1st paragraph with:**

Bars and plates shall be structural steel complying with one or more of the following:

- 1. ASTM Designation: A36/A36M
- 2. ASTM Designation: A709/A709M, Grade 36 or 50
- 3. ASTM Designation: A572/A572M, Grade 50

Other open shapes shall be structural steel complying with one or more of the following:

- 1. ASTM Designation: A36/A36M
- 2. ASTM Designation: A709/A709M, Grade 36 or 50
- 3. ASTM Designation: A992/A992M

Light fixture mounting channel shall be a continuous slot channel made from one of the following:

- 1. Steel complying with ASTM Designation: A1011/A1011M, Designation SS, Grade 33
- 2. Extruded aluminum of alloy 6063-T6 complying with ASTM Designation: B221 or B221M

**In Section 56-1.02B delete the 2nd paragraph.**

**In Section 56-1.02E replace the 1st paragraph with:**

Pipe posts shall be welded or seamless steel pipe conforming to the requirements in ASTM Designation: A 53/A 53M, Grade B; ASTM Designation: A 106/A 106M, Grade B; or API Specification 5L PSL2 Grade B or Grade X42R or Grade X42M. At the option of the Contractor, posts may be fabricated from structural steel conforming to the requirements in ASTM Designation: A 36/A 36M.

Pipe posts shall not be spiral seam welded.

**In Section 56-1.02F replace item B of the 1st paragraph with:**

- B. Material for gratings shall be structural steel conforming to the requirements in ASTM Designation: A 1011/A 1011M, Designation CS, Type B or Designation SS, Grade 36, Type 1.

**In Section 56-1.03 replace the 5th paragraph with:**

Clips, eyes, or removable brackets shall be affixed to all signs and all posts and shall be used to secure the sign during shipping and for lifting and moving during erection as necessary to prevent damage to the finished galvanized or painted surfaces. Brackets on tubular sign structures shall be removed after erection. Details of the devices shall be shown on the working drawings.

**In Section 56-1.03 delete the 12th paragraph.**

**In Section 56-1.05 replace the 1st paragraph with:**

Excepting tubular type, all ferrous metal parts of sign structures shall be galvanized and not painted, unless otherwise specified in the special provisions.

**In Section 56-1.05 replace the 2nd paragraph with:**

Except as herein provided, all exterior surfaces including those areas to be covered by sign panels of tubular type of sign structures shall be cleaned and painted as provided in Section 59-5, "Painting Sign Structures," and as provided in the special provisions. There shall be no chemical treatment of galvanized surfaces prior to cleaning and painting. Walkway gratings, walkway brackets, gutters, safety railings, steel mountings for light fixtures, and all nuts, bolts, and washers for sign structures shall be galvanized after fabrication and shall not be painted.

**In Section 56-1.05 replace the 3rd paragraph with:**

Galvanizing shall conform to the provisions in Section 75-1.05, "Galvanizing," except that when permission is granted by the Engineer, surfaces may be coated with zinc by the metalizing process. Metalizing shall be performed in conformance with the AWS requirements. The thickness of the sprayed zinc coat shall be  $10 \pm 2$  mils. The thickness of the sprayed zinc coat on faying surfaces shall not be more than 10 mils.

**In Section 56-1.05, add:**

Zinc solders or zinc alloys that contain tin shall not be used to repair a damaged galvanized surface.

**In Section 56-1.07, add:**

Bridge-mounted signs shall not be fastened to concrete elements of bridges or railings before the concrete attains a compressive strength of 2,500 psi.

**In Section 56-1.10 replace the 4th paragraph with:**

The contract price paid per pound for install sign structure of the type or types designated in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing sign structures, complete in place, including installing anchor bolt assemblies, removable sign panel frames, and sign panels and performing any welding, painting or galvanizing required during installation, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

**In Section 56-2.03 replace the 4th paragraph with:**

Backfill material for metal posts shall consist of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," and shall contain not less than 463 pounds of cementitious material per cubic yard.

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**SECTION 59 PAINTING  
(Issued 10-19-12)**

**In Section 59-1.01 add:**

Coatings selected for use shall conform to the volatile organic compound limits specified for the air quality district where the project is located.

**In Section 59-1.03 replace the 3rd paragraph with:**

Painting shall be done in a neat and workmanlike manner. Unless otherwise specified, paint shall be applied by brush, or spray, or roller, or any combination of these methods. Gun extensions shall not be used.

**In Section 59-1.03 replace the 5th paragraph with:**

Unless otherwise specified, should 7 days elapse between paint applications, the painted surface shall be pressure rinsed prior to the next paint application. Pressure rinsing is defined as a pressurized water rinse with a minimum nozzle pressure of 1,160 psi. During rinsing, the tip of the pressure nozzle shall be placed between 12 inches and 18 inches from the surface to be rinsed. The nozzle shall have a maximum fan tip angle of 30°.

**In Section 59-2.01 replace the 2nd paragraph with:**

Unless otherwise specified, no painting Contractors or subcontractors will be permitted to perform work without having the following current "SSPC: The Society for Protective Coatings" (formerly the Steel Structures Painting Council) certifications in good standing throughout the duration of the contract:

- A. For cleaning and painting structural steel in the field, certification in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors (Field Application to Complex Industrial Structures)" (SSPC-QP 1).
- B. For removing paint from structural steel, certification in conformance with the requirements in Qualification Procedure No. 2, "Standard Procedure for the Qualification of Painting Contractors (Field Removal of Hazardous Coatings from Complex Structures)" (SSPC-QP 2, Category A).
- C. For cleaning and painting structural steel in a permanent painting facility, certification in conformance with the requirements in AISC-420-10/SSPC-QP 3, "Certification Standard for Shop Application of Complex Protective Coating Systems." All cleaning and painting of structural steel shall be performed in an Enclosed Shop.

**In Section 59-2.03 replace the 3rd paragraph with:**

Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 1.5 mil as measured in conformance with the requirements in ASTM Designation: D 4417.

**Replace Section 59-2.05 with:**

**59-2.05 CLEANING PAINTED SURFACES**

All previously painted surfaces shall be cleaned by pressure washing or steam cleaning before other cleaning or painting activities are performed. Gloss on the existing paint shall be removed without removing sound paint. Areas of

gloss remaining after cleaning shall be roughened using 100 to 200-grit sandpaper. Any paint that becomes loose, curled, lifted, or that loses its bond after cleaning shall be removed to sound paint or metal.

Pressure washing includes cleaning surfaces using a pressure wash system with a nozzle pressure from 2,500 to 5,000 psi and a maximum fan tip angle of 45 degrees.

Steam cleaning includes cleaning dirt, grease, loose chalky paint, and other foreign material from surfaces using steam. The steam temperature at the nozzle shall be from 265 to 375 degrees F. A biodegradable detergent shall be used during steam cleaning. After steam cleaning, cleaned surfaces shall be rinsed clean with fresh water. Steam cleaning shall not be performed more than 2 weeks before painting or other phases of cleaning. Steam-cleaned surfaces shall not be painted until they are thoroughly dry and 24 hours have elapsed after steam cleaning.

**In Section 59-2.12 replace the 3rd and 4th paragraphs with:**

Contact surfaces of stiffeners, railings, built up members or open seam exceeding 6 mils in width that would retain moisture, shall be caulked with polysulfide or polyurethane sealing compound conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O, or other approved material.

The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements in SSPC-PA 2, "Measurement of Dry Coating Thickness with Magnetic Gages," of the "SSPC: The Society for Protective Coatings," except that there shall be no limit to the number or location of spot measurements to verify compliance with specified thickness requirements.

**In Section 59-5.01 replace the 1st paragraph with:**

Tubular sign structures shall be cleaned and painted in conformance with the provisions in Section 59-1, "General," and this Section 59-5. Sign structures, other than tubular sign structures, shall not be painted unless otherwise specified in the special provisions.

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**SECTION 63: CAST-IN-PLACE CONCRETE PIPE  
(Issued 10-21-11)**

**Replace Section 63 with:  
SECTION 63: (BLANK)**

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**SECTION 64 PLASTIC PIPE  
(Issued 06-05-09)**

**In Section 64-1.02 replace the 5th paragraph with:**

HDPE compounds used in the manufacture of corrugated polyethylene pipe and fittings shall comply with AASHTO M 294 except that the mix shall contain not less than 2 nor greater than 4 percent well dispersed carbon black. HDPE compounds used in the manufacture of ribbed profile wall polyethylene pipe shall comply with ASTM F 894 except that Type E ultraviolet stabilizers shall not be allowed and carbon black shall be well dispersed in an amount not less than 2 percent nor greater than 4 percent.

Manufacturers of corrugated polyethylene pipe shall:

- 1. Participate in the National Transportation Product Evaluation Control Program (NTPEP) for each plant supplying corrugated polyethylene pipe and fittings for the project.
- 2. Conduct and maintain a quality control program under NTPEP.

3. Submit a copy to the Engineer of manufacturing plant audits and NTPEP test results from the current cycle of NTPEP testing for all pipe diameters supplied.

Type D corrugated polyethylene pipe is not allowed. Corrugated polyethylene pipe greater than 60 inches in nominal diameter is not allowed.

**In Section 64-1.05 replace the 1st paragraph with:**

Excavation, backfill, and shaped bedding shall comply with Section 19-3, "Structure Excavation and Backfill," except the following:

1. At locations where pipe is to be backfilled with concrete, the backfill shall comply with Section 64-1.06, "Concrete Backfill."
2. Corrugated polyethylene pipe that is greater than 48 inches in nominal diameter but not exceeding 60 inches in nominal diameter shall be backfilled with either controlled low strength material under the special provisions or slurry cement backfill under Section 19-3.062, "Slurry Cement Backfill."
3. Where cementitious or flowable backfill is used for structure backfill, the backfill shall be placed to a level not less than 12 inches above the crown of the pipe.

**In Section 64-1.06 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

**In Section 64-1.06 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

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**SECTION 65 REINFORCED CONCRETE PIPE**  
**(Issued 07-20-12)**

**In Section 65-1.02 replace the 1st paragraph with:**

Cementitious material and aggregate shall conform to the provisions in Section 90-2, "Materials" except that grading requirements shall not apply to the aggregate. Use of supplemental cementitious material shall conform to AASHTO Designation: M 170.

**In Section 65-1.02A(1) in the 11th paragraph, replace item c with:**

- c. Cementitious material and aggregate for non-reinforced concrete pipe shall conform to the provisions in Section 65-1.02, "Materials."

**In Section 65-1.035 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete in conformance with the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item.

**In Section 65-1.035 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

**Replace Section 65-1.05 with:**

**65-1.05 (BLANK)**

**In Section 65-1.06 in the 2nd paragraph, replace the 1st subparagraph with:**

Cement Mortar. - Mortar shall be composed of one part cementitious material and 2 parts sand by volume. Supplementary cementitious material will not be required.

**In Section 65-1.10 in the 1st paragraph in the 1st sentence, delete "jacked reinforced concrete pipe."**

**In Section 65-1.10 delete the 2nd paragraph.**

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**SECTION 66 CORRUGATED METAL PIPE  
(Issued 07-20-12)**

**In Section 66-1.045 replace the 1st paragraph with:**

At locations where pipe is to be backfilled with concrete as shown on the plans, the concrete backfill shall be constructed of minor concrete or Class 4 concrete conforming to the provisions in Section 90, "Portland Cement Concrete." Minor concrete shall contain not less than 380 pounds of cementitious material per cubic yard. The concrete to be used will be designated in the contract item or shown on the plans.

**In Section 66-1.045 replace the 3rd paragraph with:**

The surface of the concrete backfill shall be broomed with a heavy broom to produce a uniform rough surface if hot mix asphalt is to be placed directly thereon.

**Replace Section 66-3.10 with:**

**66-3.10 (BLANK)**

**In Section 66-4.02 delete the 2nd paragraph.**

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**SECTION 68 SUBSURFACE DRAINS  
(Issued 07-31-07)**

**In Section 68-3.02D replace the 1st and 2nd paragraphs with:**

Concrete for splash pads shall be produced from minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

Mortar placed where edge drain outlets and vents connect to drainage pipe and existing drainage inlets shall conform to the provisions in Section 51-1.135, "Mortar."

**In Section 68-3.03 replace the 13th paragraph with:**

Cement treated permeable material, which is not covered with hot mix asphalt within 12 hours after compaction of the permeable material, shall be cured by either sprinkling the material with a fine spray of water every 4 hours during daylight hours or covering the material with a white polyethylene sheet, not less than 6 mils thick. The above curing requirements shall begin at 7:00 a.m. on the morning following compaction of the cement treated permeable material and continue for the next 72 hours or until the material is covered with hot mix asphalt, whichever is less. The cement treated permeable material shall not be sprayed with water during the first 12 hours after compacting, but may be covered with the polyethylene sheet during the first 12 hours or prior to the beginning of the cure period.

**In Section 68-3.03 replace the 17th and 18th paragraphs with:**

Hot mix asphalt for backfilling trenches in existing paved areas shall be produced from commercial quality aggregates and asphalt and mixed at a central mixing plant. The aggregate shall conform to the 3/4 inch grading, or the 1/2 inch grading for Type A and Type B hot mix asphalt specified in Section 39-1.02E, "Aggregate." The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate, as determined by the Engineer.

Hot mix asphalt backfill shall be spread and compacted in approximately 2 equal layers by methods that will produce a hot mix asphalt surfacing of uniform smoothness, texture and density. Each layer shall be compacted before the temperature of the mixture drops below 250 °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.

**In Section 68-3.03 replace the 20th paragraph with:**

Type A pavement markers conforming to the details shown on the plans and the provisions in Section 85, "Pavement Markers," shall be placed on paved shoulders or dikes at outlet, vent and cleanout locations as directed by the Engineer. The waiting period for placing pavement markers on new hot mix asphalt surfacing will not apply.

**Replace Section 68-3.05 with:**

**68-3.05 PAYMENT**

The contract price paid per linear foot for plastic pipe (edge drain) of the size or sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing edge drains complete in place, including excavation (and removal of any concrete deposits that may occur along the lower edge of the concrete pavement in Type 1 installations) and hot mix asphalt backfill for Type 1 edge drain installation, tack coat, filter fabric, and treated permeable material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per linear foot for plastic pipe (edge drain outlet) of the size or sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing edge drain outlets, vents and cleanouts complete in place, including outlet and vent covers, expansion plugs, pavement markers, concrete splash pads, connecting outlets and vents to drainage facilities, and excavation and backfill [aggregate base, hot mix asphalt, tack coat, and native material] for outlets, vents, and cleanouts to be installed in embankments and existing shoulders, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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**SECTION 69 OVERSIDE DRAINS**

**(Issued 07-31-07)**

**In Section 69-1.01 replace the 1st paragraph with:**

This work shall consist of furnishing and installing entrance tapers, pipe downdrains, tapered inlets, flume downdrains, anchor assemblies, reducers, slip joints and hot mix asphalt overside drains to collect and carry surface drainage down the roadway slopes as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.

**Replace Section 69-1.02D with:**

**69-1.02D Hot Mix Asphalt**

Hot mix asphalt for overside drains shall conform to the provisions in Section 39-1.13, "Miscellaneous Areas."

**Replace Section 69-1.04 with:**

**69-1.04 HOT MIX ASPHALT OVERSIDE DRAINS**

Hot mix asphalt overside drains shall be constructed as shown on the plans or as directed by the Engineer. The hot mix asphalt shall be placed in conformance with the provisions in Section 39-1.13, "Miscellaneous Areas."

**In Section 69-1.06 replace the 2nd paragraph with:**

Quantities of hot mix asphalt placed for overside drains will be paid for as provided in Section 39-5, "Measurement and Payment," for hot mix asphalt placed in miscellaneous areas.

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**SECTION 70 MISCELLANEOUS FACILITIES  
(Issued 01-20-12)**

**In Section 70-1.02C replace the 2nd paragraph with:**

Precast concrete flared end sections shall conform to the requirements for Class III Reinforced Concrete Pipe in AASHTO Designation: M 170M. Cementitious materials and aggregate shall conform to the provisions in Section 90-2, "Materials," except that grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO Designation: M 170. The area of steel reinforcement per linear foot of flared end section shall be at least equal to the minimum steel requirements for circular reinforcement in circular pipe for the internal diameter of the circular portion of the flared end section. The basis of acceptance of the precast concrete flared end section shall conform to the requirements of Section 5.1.2 of AASHTO Designation: M 170.

**In Section 70-1.02C replace the 3rd paragraph with:**

Plastic flared end sections shall conform to the requirements in ASTM Designation: D 3350.

**In Section 70-1.02H replace the 1st paragraph with:**

Precast concrete pipe risers and pipe reducers, and precast concrete pipe sections, adjustment rings and tapered sections for pipe energy dissipators, pipe inlets and pipe manholes shall conform to the requirements in AASHTO Designation: M 199M/M 199, except that the cementitious material and aggregate shall conform to the provisions in Section 90-2, "Materials," except that grading requirements shall not apply to the aggregate. Use of supplementary cementitious material shall conform to the requirements in AASHTO Designation: M 170.



**In Section 70-1.03 replace the 2nd paragraph with:**

Cutoff walls for precast concrete flared end sections shall be constructed of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

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**SECTION 72 SLOPE PROTECTION  
(Issued 07-20-12)**

**In Section 72-4.04 replace the 6th paragraph with:**

Pervious backfill material, if required by the plans, shall be placed as shown. A securely tied sack containing one cubic foot of pervious backfill material shall be placed at each weep hole and drain hole. The sack material shall conform to the requirements for filter fabric in Section 88-1.02, "Filtration."

**Replace Section 72-5.05 with:**

**72-5.05 Measurement**

Concreted-rock slope protection is measured by the ton or cubic yard.

Quantities of concreted-rock slope protection to be paid for by the cubic yard will be determined from the dimensions shown on the plans or the dimensions directed by the Engineer, and concreted-rock slope protection placed in excess of these dimensions will not be paid for.

Quantities of concreted-rock slope protection to be paid for by the ton will be determined from the weight of the rock in conformance with the provisions in Section 9-1.01, "Measurement of Quantities."

**In Section 72-5.06 replace the 1st sentence with:**

The contract price paid per cubic yard or per ton for concreted-rock slope protection designated in the Engineer's Estimate includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing the concreted-rock slope protection, complete in place, including excavating and backfilling footing trenches and furnishing and placing concrete, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

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**SECTION 73 CONCRETE CURBS AND SIDEWALKS  
(Issued 06-05-09)**

**In Section 73-1.01 in the 2nd paragraph, replace item 2 with:**

2. Minor concrete shall contain not less than 463 pounds of cementitious material per cubic yard except that when extruded or slip-formed curbs are constructed using 3/8-inch maximum size aggregate, minor concrete shall contain not less than 505 pounds of cementitious material per cubic yard.

**In Section 73-1.06 replace the 15th paragraph with:**

Where hot mix asphalt or portland cement concrete pavements are to be placed around or adjacent to manholes, pipe inlets or other miscellaneous structures in sidewalk, gutter depression, island paving, curb ramps or driveway areas, the structures shall not be constructed to final grade until after the pavements have been constructed for a reasonable distance on each side of the structures.

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**SECTION 74 PUMPING PLANT EQUIPMENT**  
**(Issued 07-01-08)**

**In Section 74-1.02 delete the 2nd paragraph.**

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**SECTION 75 MISCELLANEOUS METAL**  
**(Issued 07-01-11)**

**In Section 75-1.02 replace the 6th paragraph with:**

Manhole frames and covers shall conform to AASHTO M 306.

**In Section 75-1.02 replace the 10th paragraph with:**

Unless otherwise specified, materials shall conform to the following specifications:

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: F 1554 or A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements, or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35, Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings Inside a roadbed Outside a roadbed	AASHTO M 306 AASHTO M306 except only AASHTO M105, Class 35B is allowed
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

\*Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dyed dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.

**In Section 75-1.03 replace the 13th paragraph with:**

Concrete anchorage devices shall be mechanical expansion or resin capsule types installed in drilled holes or cast-in-place insert types. The anchorage devices shall be selected from the Department's Pre-Qualified Products List. The qualification requirements for concrete anchorage devices may be obtained from the Pre-Qualified Products List Web site.

The anchorage devices shall be a complete system, including threaded studs, hex nuts, and cut washers. Thread dimensions for externally threaded concrete anchorage devices prior to zinc coating shall conform to the requirements in ASME Standard: B1.1 having Class 2A tolerances or ASME Standard: B1.13M having Grade 6g tolerances. Thread dimensions for internally threaded concrete anchorage devices shall conform to the requirements in ASTM A 563.

**In Section 75-1.03 replace the 18th paragraph with:**

Mechanical expansion anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.035 inch:

Stud Diameter (inches)	Sustained Tension Test Load (pounds)
*3/4	5,000
5/8	4,100
1/2	3,200
3/8	2,100
1/4	1,000

\* Maximum stud diameter permitted for mechanical expansion anchors.

Resin capsule anchors shall, when installed in accordance with the manufacturer's instructions and these specifications and tested in conformance with the requirements in California Test 681, withstand the application of a sustained tension test load of at least the following values for at least 48 hours with a movement not greater than 0.010 inch:

Stud Diameter (inches)	Sustained Tension Test Load (pounds)
1-1/4	31,000
1	17,900
7/8	14,400
3/4	5,000
5/8	4,100
1/2	3,200
3/8	2,100
1/4	1,000

At least 25 days before use, the Contractor shall submit one sample of each resin capsule anchor per lot to the Transportation Laboratory for testing. A lot of resin capsule anchors is 100 units, or fraction thereof, of the same brand and product name.

**In Section 75-1.03 replace the 20th paragraph with:**

A Certificate of Compliance for concrete anchorage devices shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance."

**In Section 75-1.03 replace the 24th paragraph with:**

Sealing compound, for caulking and adhesive sealing, shall be a polysulfide or polyurethane material conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O.

**In Section 75-1.035 in the 3rd paragraph, replace the 1st sentence with:**

Cables shall be 3/4 inch preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 23 tons.

**In Section 75-1.035 in the 4th paragraph, replace item C with:**

- C. Nuts shall conform to the requirements in ASTM Designation: A 563 including Appendix X1, except lubrication is not required.

**In Section 75-1.035 replace the 12th paragraph with:**

Concrete for filling cable drum units shall conform to the provisions in Section 90-10, "Minor Concrete," or at the option of the Contractor, may be a mix with 3/8-inch maximum size aggregate and not less than 675 pounds of cementitious material per cubic yard.

**In Section 75-1.05 replace the 6th paragraph with:**

Galvanizing of iron and steel hardware and nuts and bolts, when specified or shown on the plans, shall conform to the requirements in ASTM Designation: A 153/A 153M, except whenever threaded studs, bolts, nuts, and washers are specified to conform to the requirements in ASTM Designation: A 307, A 325, A 449, A 563, F 436, or F 1554 and zinc coating is required, they shall be hot-dip zinc coated or mechanically zinc coated in conformance with the requirements in the ASTM Designations. Unless otherwise specified, galvanizing shall be performed after fabrication.

**In Section 75-1.05 replace the 8th paragraph with:**

Tapping of nuts or other internally threaded parts to be used with zinc coated bolts, anchor bars or studs shall be done after galvanizing and shall conform to the requirements for thread dimensions and overtapping allowances in ASTM Designation: A 563.

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**SECTION 80 FENCES  
(Issued 01-05-07)**

**In Section 80-3.01F replace the 4th paragraph with:**

Portland cement concrete for metal post and brace footings and for deadmen shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

**In Section 80-4.01C replace the 4th paragraph with:**

Portland cement concrete for metal post and for deadmen shall be produced from minor concrete conforming to the provisions in Section 90-10, "Minor Concrete." Minor concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

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**SECTION 83 RAILINGS AND BARRIERS**  
**(Issued 07-01-11)**

**In Section 83-1.02 replace the 7th paragraph with:**

Mortar shall conform to the provisions in Section 51-1.135, "Mortar," and shall consist of one part by volume of cementitious material and 3 parts of clean sand.

**In Section 83-1.02B in the 24th paragraph in the 8th subparagraph, replace the 1st sentence with:**

Anchor cable shall be 3/4 inch preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized in conformance with the requirements in Federal Specification RR-W-410, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 23 tons.

**In Section 83-1.02E in the 6th paragraph, replace the 2nd sentence with:**

Cable shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

**In Section 83-1.02I replace the 5th paragraph with:**

Where shown on the plans, cables used in the frame shall be 5/16 inch in diameter, wire rope, with a minimum breaking strength of 5,000 pounds and shall be galvanized in conformance with the requirements in Federal Specification RR-W-410.

**In Section 83-1.02I replace the 14th paragraph with:**

Chain link fabric shall be 11-gage conforming to one of the following:

- 1. AASHTO Designation: M181, Type I, Class C
- 2. AASHTO Designation: M181, Type IV, Class A
- 3. ASTM F 1345, Class 2

**In Section 83-2.02D(1) replace the 5th paragraph with:**

When concrete barriers are to be constructed on existing structures, the dowels shall be bonded in holes drilled in the existing concrete. Drilling of holes and bonding of dowels shall conform to the following:

- 1. The bonding materials shall be either magnesium phosphate concrete, modified high alumina based concrete or portland cement based concrete. Magnesium phosphate concrete shall be either single component (water activated) or dual component (with a prepackaged liquid activator). Modified high alumina based concrete and portland cement based concrete shall be water activated. Bonding materials shall conform to the following requirements:

Property	Test Method	Requirements
Compressive Strength		
at 3 hours, MPa	California Test 551	21 min.
at 24 hours, MPa	California Test 551	35 min.
Flexure Strength		
at 24 hours, MPa	California Test 551	3.5 min.
Bond Strength: at 24 hours		
SSD Concrete, MPa	California Test 551	2.1 min.
Dry Concrete, MPa	California Test 551	2.8 min.
Water Absorption, %	California Test 551	10 max.
Abrasion Resistance		
at 24 hours, grams	California Test 550	25 max.
Drying Shrinkage at 4 days, %	ASTM Designation: C 596	0.13 max.
Soluble Chlorides by weight, %	California Test 422	0.05 max.
Water Soluble Sulfates by weight, %	California Test 417	0.25 max.

2. Magnesium phosphate concrete shall be formulated for minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 70° F. The materials, prior to use, shall be stored in a cool, dry environment.
3. Mix water used with water activated material shall conform to the provisions in Section 90-2.03, "Water."
4. The quantity of water for single component type or liquid activator (for dual component type) to be blended with the dry component, shall be within the limits recommended by the manufacturer and shall be the least amount required to produce a pourable batter.
5. Addition of retarders, when required and approved by the Engineer, shall be in conformance with the manufacturer's recommendations.
6. Before using concrete material that has not been previously approved, a minimum of 45 pounds shall be submitted to the Engineer for testing. The Contractor shall allow 45 days for the testing. Each shipment of concrete material that has been previously approved shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance."
7. Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum or copper metals. Modified high alumina based concrete shall not be mixed in containers or worked with tools containing aluminum.
8. The surface of any dowel coated with zinc or cadmium shall be coated with a colored lacquer before installation of the dowel. The lacquer shall be allowed to dry thoroughly before embedment of the dowels.
9. The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the hole. The diameter of the drilled hole shall be 1/2 inch larger than the nominal diameter of the dowels.
10. The drilled holes shall be clean and dry at the time of placing the bonding material and the steel dowels. Bonding material and dowel shall completely fill the drilled hole. The surface temperature shall be 40° F or above when the bonding material is placed.
11. After bonding, dowels shall remain undisturbed for a minimum of 3 hours or until the bonding material has reached a strength sufficient to support the dowels. Dowels that are improperly bonded, as determined by the Engineer, shall be removed. The holes shall be cleaned or new holes shall be drilled and the dowels replaced and securely bonded to the concrete. Removing, redrilling and replacing improperly bonded dowels shall be performed at the Contractor's expense. Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Magnesium phosphate concrete shall not be cured.

**In Section 83-2.02D(1) replace the 8th paragraph with:**

Granular material for backfill between the 2 walls of concrete barrier (Types 50E, 60F, 60GE and 60SF), as shown on the plans, shall be placed without compaction.

**In Section 83-2.02D(2) in the 1st paragraph, replace item b with:**

- b. If the 3/8-inch maximum size aggregate grading is used to construct extruded or slip-formed concrete barriers, the cementitious material content of the minor concrete shall be not less than 675 pounds per cubic yard.

**In Section 83-2.02D(2) replace the 3rd paragraph with:**

The concrete paving between the tops of the 2 walls of concrete barrier (Types 50E, 60F, 60GE, and 60SF) and the optional concrete slab at the base between the 2 walls of concrete barrier (Types 50E, 60F, 60GE, and 60SF) 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.

**In Section 83-2.02D(2) replace the 8th paragraph with:**

Granular material for backfill between the 2 walls of concrete barrier (Types 50E, 60F, 60GE and 60SF) shall be earthy material suitable for the purpose intended, having no rocks, lumps or clods exceeding 1-1/2 inches in greatest dimension.

**In Section 83-2.03 replace the 8th and 9th paragraphs with:**

Concrete barriers, except Type 50E, Type 60F, Type 60GE, and Type 60SF will be measured along the top of the barrier.

Concrete barriers Type 50E, Type 60F, Type 60GE, and Type 60SF will be measured once along the centerline between the 2 walls of the barrier.

**In Section 83-2.04 replace the 3rd paragraph with:**

The contract prices paid per linear foot for concrete barrier of the type or types 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 constructing the concrete barriers, complete in place, including bar reinforcing steel, steel dowels and drilling and bonding dowels in structures, hardware for steel plate barrier, miscellaneous metal, excavation, backfill (including concrete paving for, and granular material or concrete slab used as backfill in Type 50E, Type 60F, Type 60GE, and Type 60SF concrete barrier), and disposing of surplus material and for furnishing, placing, removing and disposing of the temporary railing for closing the gap between existing barrier and the concrete barrier being constructed, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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**SECTION 85 PAVEMENT MARKERS  
(Issued 07-31-07)**

**In Section 85-1.06 replace the 6th paragraph with:**

Pavement markers shall not be placed on new hot mix asphalt surfacing or seal coat until the surfacing or seal coat has been opened to public traffic for a period of not less than 7 days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used.

**In Section 85-1.06 in the 14th paragraph, replace the 2nd sentence with:**

Cleaning shall be done by blast cleaning on all surfaces regardless of age or type, except that blast cleaning of clean, new hot mix asphalt and clean, new seal coat surfaces will not be required when hot melt bituminous adhesive is used.

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**SECTION 86 SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS  
(Issued 01-20-12)**



**Replace Section 86 with:**  
**SECTION 86 ELECTRICAL SYSTEMS**  
**86-1 GENERAL**

**86-1.01 DESCRIPTION**

Section 86 includes specifications for installing, modifying, and removing:

1. Traffic signal
2. Interconnect system
3. Ramp metering system
4. Flashing beacon system
5. Lighting system
6. Sign illumination system
7. Traffic monitoring station
8. Communication system
9. Electrical equipment in structure
10. Falsework lighting

Comply with Part 4 of the California MUTCD. Nothing in this Section 86 is to be construed as to reduce the minimum standards in this manual.

The locations of electrical system elements are approximate; the Engineer will approve final location.

**86-1.015 DEFINITIONS**

Definitions pertain only to Section 86, "Electrical Systems."

**actuation:** As defined in the California MUTCD.

**channel:** Discrete information path.

**controller assembly:** Controller unit and auxiliary equipment housed in a rainproof cabinet to control a system's operations.

**controller unit:** Part of the controller assembly performing the basic timing and logic functions.

**detector:** As defined in the California MUTCD.

**electrolier:** Complete assembly of lighting standard and luminaire.

**flasher:** Device to open and close signal circuits at a repetitive rate.

**flashing beacon control assembly:** Switches, circuit breakers, terminal blocks, flasher, wiring, and necessary electrical components all housed in a single enclosure to properly operate a beacon.

**inductive loop detector:** Detector capable of being actuated by inductance change caused by vehicle passing or standing over the loop.

**lighting standard:** Pole and mast arm supporting the luminaire.

**luminaire:** Assembly that houses the light source and controls the light emitted from the light source.

**magnetic detector:** Detector capable of being actuated by induced voltage caused by vehicle passing through the earth's magnetic field.

**powder coating:** A coating applied electrostatically using UV-stable polymer exterior grade powder.

**pre-timed controller assembly:** Operates traffic signals under a predetermined cycle length.

**signal face:** As defined in the California MUTCD.

**signal head:** As defined in the California MUTCD.

**signal indication:** As defined in the California MUTCD.

**signal section:** As defined in the California MUTCD.

**signal standard:** Pole and mast arm supporting one or more signal faces with or without a luminaire mast arm.

**traffic-actuated controller assembly:** Operates traffic signals under the varying demands of traffic as registered by detector actuation.

**traffic phase:** Signal phase as defined in the California MUTCD.

**vehicle:** As defined in the California Vehicle Code.

**86-1.02 REGULATIONS AND CODE** Electrical equipment must comply with one or more of the following:

1. ANSI
2. ASTM
3. 8 CA Code of Regs § 2299 et seq.

4. EIA
5. NEMA
6. NETA
7. UL

Materials and workmanship must comply with:

1. FCC
2. ITE
3. NEC
4. NRTL
5. Public Utilities Commission, General Order No. 95, "Rules for Overhead Electrical Line Construction"
6. Public Utilities Commission, General Order No. 128, "Rules for Construction of Underground Electric Supply and Communication Systems"

#### **86-1.03 COST BREAK-DOWN**

Determine quantities required to complete work. Submit the quantities as part of the cost breakdown.

The sum of the amounts for the units of work listed in the cost breakdown must equal the contract lump sum price bid for the work. Include overhead and profit for each unit of work listed in the cost breakdown. If mobilization is a bid item, include bond premium, temporary construction facilities, and material plants into the mobilization bid item, otherwise, include in each unit of work listed in the cost breakdown. Do not include costs for traffic control system in the cost breakdown.

The cost breakdown may be used to determine partial payment and to calculate payment adjustments for additional costs incurred due to a change order. If a change order increases or decreases the quantities, payment adjustment may be determined under Section 4-1.03B, "Increased or Decreased Quantities."

The cost breakdown must include type, size, and installation method for:

1. Foundations
2. Standards and poles
3. Conduit
4. Pull boxes
5. Conductors and cables
6. Service equipment enclosures
7. Telephone demarcation cabinet
8. Signal heads and hardware
9. Pedestrian signal heads and hardware
10. Pedestrian push buttons
11. Loop detectors
12. Luminaires and lighting fixtures

#### **86-1.04 EQUIPMENT LIST AND DRAWINGS**

Within 15 days of contract approval, submit for review a list of equipment and materials that you propose to install. Comply with Section 5-1.02, "Plans and Working Drawings." The list must include:

1. Name of manufacturer
2. Dimension
3. Item identification number
4. List of components

The list must be supplemented by other data as required, including:

1. Schematic wiring diagrams
2. Scale drawings of cabinets showing location and spacing of shelves, terminal blocks, and equipment, including dimensioning
3. Operation manual

Submit 2 copies of the above data. The Engineer will review within 15 days.

Electrical equipment that is manufactured as detailed on the plans will not require detailed drawings and diagrams. Furnish 3 sets of computer-generated cabinet schematic wiring diagrams.

The cabinet schematic wiring diagram must be placed in a heavy duty plastic envelope and attached to the inside of the door of each cabinet.

Prepare diagrams, plans, and drawings using graphic symbols in IEEE 315, "Graphic Symbols for Electrical and Electronic Diagrams."

#### **86-1.05 CERTIFICATE OF COMPLIANCE**

Submit a Certificate of Compliance for all electrical material and equipment to the Engineer under Section 6-1.07, "Certificates of Compliance."

#### **86-1.06 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS**

Keep existing electrical system or approved temporary replacement in working order during the progress of the work. Shutdown is allowed for alteration or removal of the system. Traffic signal shutdown must be limited to normal working hours. Lighting system shutdown must not interfere with the regular lighting schedule.

Notify the Engineer before performing work on the existing system.

Notify the local traffic enforcement agency before traffic signal shutdown.

If existing or temporary system must be modified, work not shown on the plans or specified in the special provisions, but required to keep the system in working order will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The State or local agency will:

1. Continue the operation and maintenance of existing electrical facilities
2. Continue to provide electrical energy to operate existing electrical facilities
3. Repair or replace existing facilities damaged by public traffic
4. Pay for electrical energy to operate existing or new facilities undergoing the functional tests described in Section 86-2.14C, "Functional Testing"

Verify location and depth of existing detectors, conduits, pull boxes, and other electrical facilities before using tools or equipment that may damage those facilities or interfere with an electrical system.

Notify the Engineer immediately if existing facility is damaged by your activities. Repair or replace damaged facility promptly. If you fail to complete the repair or replacement, promptly, the State will repair or replace and deduct the costs.

Damaged detectors must be replaced within 24 hours at your expense. If you fail to complete the repair within 24 hours, the State will repair and deduct the repair costs.

If roadway remains open to traffic while an existing lighting system is modified:

1. Keep existing system in working order
2. Make final connection so the modified circuit is in operation by nightfall

Keep temporary electrical installations in working order until no longer required. Remove temporary installations as specified in Section 86-7, "Removing, Reinstalling or Salvaging Electrical Equipment."

These provisions do not void your responsibilities as specified in Section 7-1.12, "Indemnification and Insurance," and Section 7-1.16, "Contractor's Responsibility for the Work and Materials."

During traffic signal system shutdown, place W3-1a, "STOP AHEAD," and R1-1, "STOP," signs in each direction to direct traffic through the intersection. For 2-lane approaches, place 2 R1-1 signs.

W3-1a and R1-1 signs must comply with Section 12-3.06, "Construction Area Signs." Use a minimum size of 30 inches for the R1-1 sign.

Cover signal faces when the system is shut down overnight. Cover temporary W3-1a and R1-1 signs when the system is turned on.

#### **86-1.07 SCHEDULING OF WORK**

Except service installation and service equipment enclosure, do not work above ground until all materials are on hand to complete electrical work at each location. Schedule work to allow each system to be completed and ready for operation before opening the corresponding section of the roadway to traffic.

If street lighting exists or is installed in conjunction with traffic signals, do not turn on the signals until the street lighting is energized.

Traffic signals will not be placed in operation until the roadways to be controlled are open to public traffic.

Lighting and traffic signals, including flashing operation, will not be placed in operation before starting the functional test period specified in Section 86-2.14, "Testing."

Do not pull conductors into conduit until:

1. Pull boxes are set to grade
2. Metallic conduit is bonded

In vehicular undercrossings, soffit lights must be in operation as soon as practicable after falsework has been removed from the structure. Lighting for pedestrian structures must be in operation before opening the structure to pedestrian traffic.

If the Engineer orders soffit lights or lighting for pedestrian structures to be activated before permanent power service is available, the cost of installing and removing temporary power service will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The initial traffic signal turn-on must be made between 9:00 a.m. and 2:00 p.m. Before the initial turn-on, all equipment, including pedestrian signals, pedestrian push buttons, vehicle detectors, lighting, signs, and pavement delineation must be installed and in working order. Direct louvers, visors, and signal faces to maximize visibility.

Start functional tests on any working day except Friday or the day before a legal holiday. You must notify the Engineer 48 hours before the start of functional test.

## **86-1.08 (BLANK)**

### **86-2 MATERIALS AND INSTALLATION**

#### **86-2.01 EXCAVATING AND BACKFILLING**

Dispose of surplus excavated material under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."

Backfill as specified in Section 19-3, "Structure Excavation and Backfill." Compact backfill in conduit trenches outside the hinge point of slopes and not under pavement to a minimum relative compaction of 90 percent. Compact backfill within hinge points and in areas where pavement is to be constructed to a minimum relative compaction of 95 percent.

Backfill trenches and restore sidewalk, pavement, and landscaping at one intersection before starting excavation at another intersection.

If excavating on a street or highway, restrict closure to 1 lane at a time.

#### **86-2.02 REMOVING AND REPLACING IMPROVEMENTS**

Replace or reconstruct sidewalk, curb, gutter, concrete pavement, asphalt concrete pavement, underlying material, lawn, plant, and other facilities damaged by your activities. Replacement material must be of equal or better quality than the material replaced. Work must be in a serviceable condition.

If a part of a square or slab of concrete sidewalk, curb, gutter, or driveway is broken or damaged, the entire square or slab must be removed and reconstructed.

Cut outline of PCC sidewalk or driveway to be removed:

1. Using a power-driven saw
2. On a neat line
3. To a 0.17-foot minimum depth

#### **86-2.03 FOUNDATIONS**

Except for concrete for cast-in-drilled-hole concrete pile foundation, PCC must comply with Section 90-10, "Minor Concrete."

Construct concrete foundation on firm ground.

After each post, standard, and pedestal is properly positioned, place mortar under the base plate. Finish exposed portion to present a neat appearance. Mortar must comply with Section 51-1.135, "Mortar," except mortar must have:

1. 1 part by volume of cementitious material
2. 3 parts by volume of clean sand

Reinforced cast-in-drilled-hole concrete pile foundation must comply with Section 49, "Piling," except:

1. Material resulting from drilling holes must be disposed of as specified in Section 86-2.01, "Excavating and Backfilling"
2. Concrete for cast-in-drilled-hole concrete pile will not be considered as designated by compressive strength

Form exposed portion of the foundation to present a neat appearance and true to line and grade. The top of a foundation for post and standard must be finished to curb or sidewalk grade. Forms must be rigid and securely braced in place. Conduit ends and anchor bolts must be placed at proper height and position. Anchor bolts must be installed a maximum of 1:40 from vertical and held in place by rigid top and bottom templates. Use a steel bottom template at least 1/2 inch thick that provides proper spacing and alignment of anchor bolts near the embedded bottom end. Install bottom template before placing footing concrete.

Provide new foundation and anchor bolts of the proper type and size for relocated standards.

Steel parts must be galvanized as specified in Section 75-1.05, "Galvanizing."

Provide 2 nuts and washers for the upper threaded part of each anchor bolt. Provide 3 nuts and washers for each anchor bar or stud.

Do not weld high-strength steel used for anchor bolt, anchor bar, or stud.

Before placing concrete, moisten forms and ground. Keep forms in place until the concrete sets for at least 24 hours and is strong enough to prevent damage to surface.

Except if located on a structure, construct foundation for post, standard, and pedestal monolithically.

Apply ordinary surface finish as specified in Section 51-1.18A, "Ordinary Surface Finish."

If a foundation must be extended for additional depth, the extension work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Do not erect post, pole, standard, pedestal, or cabinet until the foundation is set for a minimum of 7 days.

The Engineer will choose the plumbing or raking technique for posts, standards, and pedestals. Plumb or rake by adjusting the leveling nuts before tightening nuts. Do not use shims or similar devices. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made, and each post, standard, and pedestal on structure is properly positioned, tighten nuts as follows:

1. Tighten leveling nuts and top nuts, following a crisscross pattern, until bearing surfaces of all nuts, washers, and base plates are in firm contact.
2. Use an indelible marker to mark the top nuts and base plate with lines showing relative alignment of the nut to the base plate.
3. Tighten top nuts, following a crisscross pattern, an additional 1/6th of a turn.

In unpaved areas, construct a raised PCC pad in front of each controller cabinet.

Completely remove foundations not to be reused or abandoned.

If abandoning a foundation, remove the top of foundation, anchor bolts, and conduits to a minimum depth of 0.5 foot below sidewalk surface or original ground. Backfill the resulting hole with material equivalent to the surrounding material.

#### **86-2.04 STANDARDS, STEEL PEDESTALS AND POSTS**

Bolts, including anchor bolts, nuts, and washers for signal and lighting support structures must comply with Section 55-2, "Materials." Except for bearing-type connection or slip-base, high-strength bolted connection must comply with Section 55-3.14, "Bolted Connections." Welding, nondestructive testing of welds, and acceptance and repair criteria for steel member nondestructive testing must comply with American Welding Society (AWS) D1.1.

Using stainless steel rivets, attach rectangular corrosion-resistant metal identification tag on all standards and poles, except Type 1:

1. Above the hand hole, near the base of standards and poles
2. On the underside of mast arms near the arm plate

The lettering on each identification tag must be depressed or raised, 1/4 inch tall, legible, and include the following information:

1. Name of the manufacturer
2. Date of manufacture
3. Identification number

4. Contract number
5. Unique identification code that is:
  - 5.1. Assigned by the manufacturer
  - 5.2. Traceable to a particular contract and the welds on that component
  - 5.3. Readable after the support structure is coated and installed

Type 1 standard and steel pedestal for controller cabinet must be manufactured of one of the following:

1. 0.12-inch or thicker galvanized steel
2. 4-inch standard weight galvanized steel pipe as specified in ASTM A 53
3. 4-inch Type 1 conduit with the top designed for post-top slip-fitter

Ferrous metal parts of a standard that has a shaft length of 15 feet or longer must comply with the provisions in Section 55-2, "Materials," and the following:

1. Standard must be manufactured from sheet steel of weldable grade having a minimum yield strength of 40,000 psi after manufacturing.
2. Certified test report verifying compliance with minimum yield strength requirements must be submitted. Test report may be the mill test report for the as-received steel or if the as-received steel has a lower yield strength than required you must provide test data assuring that your method of cold forming will consistently increase the tensile properties of the steel to meet the specified minimum yield strength. Test data must include tensile properties of the steel after cold forming for specific heats and thicknesses.
3. If a single-ply 5/16-inch thick pole is specified, a 2-ply pole with equivalent section modulus may be substituted.
4. Standard may be manufactured of full-length sheets or shorter sections. Each section must be manufactured from 1 or 2 pieces of sheet steel. If 2 pieces are used, the longitudinal welded seams must be directly opposite from one another. If the sections are butt-welded together, the longitudinal welded seams of adjacent sections must be placed to form continuous straight seams from base to top of standard.
5. Butt-welded circumferential joints of tubular sections requiring CJP groove welds must be made using a metal sleeve backing ring inside each joint. The sleeve must be 1/8 inch nominal thickness, or thicker, and manufactured from steel having the same chemical composition as the steel in the tubular sections to be joined. If the sections to be joined have different specified minimum yield strengths, the steel in the sleeve must have the same chemical composition as the tubular section having the higher minimum yield strength. The width of the metal sleeve must be consistent with the type of nondestructive testing selected and must be a minimum width of 1 inch. At fitting time, the sleeve must be centered at the joint and in contact with the tubular section at the point of the weld.
6. Welds must be continuous.
7. Weld metal at the transverse joint must extend to the sleeve, making the sleeve an integral part of the joint.
8. During manufacturing, longitudinal seams on vertical tubular members of cantilevered support structures must be centered on and along the side of the pole that the pole plate is located. Longitudinal seams on horizontal tubular members, including signal and luminaire arms, must be within  $\pm 45$  degrees of the bottom of the arm.
9. Longitudinal seam weld in steel tubular section may be made by the electric resistance welding process.
10. Longitudinal seam weld must have 60 percent minimum penetration, except:
  - 10.1. Within 6 inches of circumferential weld, longitudinal seam weld must be CJP groove weld.
  - 10.2. Longitudinal seam weld on lighting support structure having telescopic pole segment splice must be CJP groove weld on the female end for a length on each end equal to the designated slip-fit splice length plus 6 inches.
11. Exposed circumferential weld, except fillet and fatigue-resistant weld, must be ground flush with the base metal before galvanizing or painting. Ground flush is specified as -0, +0.08-inch.
12. Circumferential weld and base plate-to-pole weld may be repaired only one time.
13. Exposed edges of the plates that make up the base assembly must be finished smooth and exposed corners of the plates must be broken. Provide shafts with slip-fitter shaft caps.
14. Surface flatness requirements of ASTM A 6 apply to plates:
  - 14.1. In contact with concrete, grout, or washers and leveling nuts
  - 14.2. In high-strength bolted connections

- 14.3. In joints, where cap screws are used to secure luminaire and signal arms
- 14.4. Used for breakaway slip-base assemblies
15. Standard must be straight with a maximum variation of:
- 15.1. 1 inch measured at the midpoint of a 30-foot to 35-foot standard
- 15.2. 3/4 inch measured at the midpoint of a 17-foot to 20-foot standard
- 15.3. 1 inch measured 15 feet above the base plate for Type 35 and Type 36 standards
16. Zinc-coated nuts used on fastener assemblies having a specified preload obtained by specifying a prescribed tension, torque value, or degree of turn must be provided with a colored lubricant, clean and dry to the touch. The lubricant color must contrast the zinc coating color on the nut so the presence of the lubricant is visually obvious. Lubricant must be insoluble in water or the fastener components must be shipped to the job site in a sealed container.
17. Do not make additional holes in structural members.
18. Standard with an outside diameter of 12 inches or less must be round. Standard with an outside diameter greater than 12 inches must be round or multisided. Multisided standard must be convex with a minimum of 12 sides and have a minimum bend radius of 4 inches.
19. Manufacture mast arm from material specified for standard.
20. Manufacture cast steel option for slip base from material of Grade 70-40, as specified in ASTM A 27/A 27M. Other comparable material may be used if approved by the Engineer. The casting tolerances must comply with the Steel Founders' Society of America's recommendations for green sand molding.
21. One casting from each lot of a maximum of 50 castings must be radiographed as specified in ASTM E 94. Casting must comply with the acceptance criteria for severity level 3 or better for the types and categories of discontinuities in ASTM E 186 and E 446. If the casting fails the inspection, 2 additional castings must be radiographed. If the 2 additional castings fail the inspection, the entire lot will be rejected.
22. Material certification, consisting of physical and chemical properties, and radiographic film of the casting must be filed at the manufacturer's office. Certification and film must be available for inspection.
23. High-strength bolts, nuts, and flat washers used to connect slip-base plate must comply with ASTM A 325 or A 325M and be galvanized as specified in Section 75-1.05, "Galvanizing."
24. Plate washers must be manufactured by saw cutting and drilling steel plate. Steel plate must comply with AISI 1018 and be galvanized as specified in Section 75-1.05, "Galvanizing." Before galvanizing, remove burrs and sharp edges and chamfer both sides of holes to allow the bolt head to make full contact with the washer without tension.
25. High-strength cap screws for attaching arms to standards must comply with ASTM A 325, A 325M, or A 449, and the mechanical requirements in ASTM A 325 or A 325M after galvanizing. Cap screws must be galvanized as specified in Section 75-1.05, "Galvanizing." Coat threads of cap screws with a colored lubricant, clean and dry to the touch. Lubricant color must contrast the zinc-coating color on the cap screw so the presence of the lubricant is visually obvious. Lubricant must be insoluble in water or the fastener components must be shipped to the job site in a sealed container.
26. Bolted connection attaching signal or luminaire arm to pole must be considered slip critical. Galvanized faying surfaces of plates on luminaire, signal arm, and pole must be roughened by hand using a wire brush before assembly and must comply with requirements for Class C surface conditions for slip-critical connections in "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts," a specification approved by the Research Council on Structural Connections (RCSC). Paint for faying surfaces must be as specified in the RCSC specification for Class B coating.
27. The Engineer will randomly take samples of fastener components from each production lot and submit to the Transportation Laboratory with test reports as specified in ASTM fastener specifications for QA testing and evaluation. The Engineer will determine sample sizes for each fastener component.

Change in mast arm configuration is allowed as long as the mounting height and stability are maintained.

Before manufacturing, details must be adjusted to ensure that cap screw heads can be turned using conventional installation tools. During manufacturing process, to avoid interference with the cap screw heads, the position of the luminaire arm on the arm plate must be properly located.

Configure mast arm as a smooth curving arm.

Push button post, pedestrian barricade, and guard post must comply with ASTM A 53.

Assemble and tighten slip base when pole is on the ground. Threads of heavy hex nuts for each slip-base bolt must be coated with additional lubricant that is clean and dry to the touch. Tighten high strength slip-base bolts to within  $\pm 10$  foot-pounds of the following:

<b>Slip-Base Bolt-Tightening Requirements</b>	
Standard Type	Torque (foot-pounds)
15-SB	150
30	150
31	200
36-20A	165

Hole in shaft of existing standard, due to removal of equipment or mast arms, must be sealed by fastening a galvanized steel disk to cover the hole. Fasten using a single central galvanized steel fastener. Seal edges of disk and hole with polysulfide or polyurethane sealing compound of Type S, Grade NS, Class 25, and Use O, as specified in ASTM C 920.

If existing standard is ordered to be relocated or reused, remove large dents, straighten shafts, and replace parts that are in poor condition. You must furnish anchor bolts or bars and nuts required for relocating or reusing standard. Repair and replacement work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

New nuts, bolts, cap screws, and washers must be provided if:

1. Standard or mast arm is relocated
2. Used standard or mast arm is State furnished

If the standard has a slip base, a new keeper plate must be provided.

#### **86-2.05 CONDUIT**

Run conductors in conduit except for overhead and where conductors are run inside poles.

You may use a larger size conduit than specified as long as you use it for the entire length between outlets. Do not use reducing coupling.

New conduit must not pass through existing foundations for standards.

#### **86-2.05A Material**

Conduit and conduit fitting must be UL or NRTL listed and comply with the following:



### Conduit and Conduit Fitting Requirements

Type 1	Hot-dip galvanized rigid steel conduit and conduit couplings must comply with UL 6 and ANSI C80.1. Zinc coating testing must comply with copper sulfate test requirements in UL 6. Conduit couplings for rigid steel conduit must be electrogalvanized.
Type 2	Hot-dip galvanized rigid steel conduit must comply with requirements for Type 1 conduit and be coated with polyvinyl chloride (PVC) or polyethylene. Exterior thermoplastic coating must have a minimum thickness of 35 mils. Internal coating must have a minimum thickness of 2 mils. Coated conduit must comply with UL 6; NEMA RN 1; or NRTL PVC-001.
Type 3	Rigid nonmetallic PVC conduit must comply with UL 651. Type A extruded rigid PVC conduit and extruded rigid HDPE conduit must comply with UL 651A. Coilable, smooth-wall, continuous length HDPE conduits must comply with UL 651B. Install at underground locations only.
Type 4	Waterproof flexible metal conduit must consist of conduit with a waterproof non-metallic sunlight-resistant jacket over an inner flexible metal core. Type 4 conduit must be UL listed for use as the grounding conductor.
Type 5	Intermediate steel conduit and conduit couplings must comply with UL 1242 and ANSI C80.6. Zinc coating testing must comply with copper sulfate test requirements in UL 1242. Conduit couplings for intermediate rigid steel conduit must be electrogalvanized. Type 5 conduit must only be used if specified.

Bonding bushings to be installed on metal conduit must be insulated and either galvanized or zinc alloy type. Fittings for steel conduit and for watertight flexible metal conduit must be UL listed at UL 514B.

#### 86-2.05B Use

Install Type 1 conduit on all exposed surfaces and at the following locations:

1. In concrete structures
2. Between a structure and nearest pull box

Exposed conduit installed on painted structure must be painted the same color as the structure.

Change or extend existing conduit runs using the same material. Install pull box if an underground conduit changes from the metallic type to Type 3.

Minimum trade size of conduit must be:

1. 1-1/2 inches from electrolier to adjacent pull box
2. 1 inch from pedestrian push button post to adjacent pull box
3. 2 inches from signal standard to adjacent pull box
4. 3 inches from controller cabinet to adjacent pull box
5. 2 inches from overhead sign to adjacent pull box
6. 2 inches from service equipment enclosure to adjacent pull box
7. 1-1/2 inches if unspecified

Two conduits must be installed between controller cabinet and adjacent pull box.

#### 86-2.05C Installation

Whether shop or field cut, ream ends of conduit to remove burrs and rough edges. Make cuts square and true. Slip joints and running threads are not allowed for coupling conduit. If a standard coupling cannot be used for coupling metal type conduit, use a threaded union coupling that is UL or NRTL listed. Tighten couplings for metal conduit to maintain a good electrical connection through conduit run.

Cut Type 3 conduit with tools that will not deform the conduit. Use solvent weld for connections.

Cut Type 2 conduit with pipe cutters; do not use hacksaws. Coated conduit must be threaded with standard conduit-threading dies. Tighten conduit into couplings or fittings using strap wrenches or approved groove-joint pliers.

Protect shop-cut threads from corrosion as follows:

### Shop-Cut Thread Protection

Steel conduit and conduit couplings	ANSI C80.1
Electrical intermediate metal conduit and conduit couplings	ANSI C80.6

Paint conduits as specified in Section 91, "Paint." Apply 2 coats of approved unthinned zinc-rich primer of organic vehicle type. Do not use aerosol cans. Paint the following parts of conduits:

1. All exposed threads
2. Field-cut threads before installing conduit couplings to steel conduit
3. Damaged surfaces on metal conduit

Do not remove shop-installed conduit couplings.

Damaged Type 2 conduit or conduit coupling must be wrapped with at least 1 layer of 2 inch wide, 20 mil minimum thickness PVC tape, as specified in ASTM D 1000, with a minimum tape overlap of 1/2 inch. Before applying the tape, conduit or fitting must be cleaned and painted with 1 coat of rubber-resin based adhesive as recommended by the tape manufacturer. You may repair damaged spots in the thermoplastic coating by painting over with a brushing type compound supplied by the conduit manufacturer instead of the tape wrap.

The ends of Types 1, 2, or 5 conduit must be threaded and capped with standard pipe caps until wiring is started. The ends of Types 3 and 4 conduit must be capped until wiring is started. If caps are removed, replace with conduit bushings. Fit insulated bonding bushings on the end of metal conduit ending in pull box or foundation. Bell or end bushings for Type 3 conduit must be non-metallic type.

Conduit bends, except factory bends, must have a radius of not less than 6 times the inside diameter of the conduit. If factory bends are not used, bend the conduit without crimping or flattening using the longest radius practicable. Bend conduits as follows:

### Conduit-Bending Requirements

Type 1	By methods recommended by the conduit manufacturer and with equipment approved for the purpose.
Type 2	Use standard bending tool designed for use on thermoplastic coated conduit. Conduit must be free of burrs and pits.
Type 3	By methods recommended by the conduit manufacturer and with equipment approved for the purpose. Do not expose conduit to direct flame.
Type 4	--
Type 5	By methods recommended by the conduit manufacturer and with equipment approved for the purpose.

Install pull tape in conduit that is to receive future conductors. The pull tape must be a flat woven lubricated soft-fiber polyester tape with a minimum tensile strength of 1,800 pounds and have printed sequential measurement markings every 3 feet. At least 2 feet of pull tape must be doubled back into the conduit at each end.

Existing underground conduit to be incorporated into a new system must be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

Install conduit to a depth of not less than 30 inches below finished grade, except in sidewalk and curbed paved median areas, where it must be at least 18 inches below grade. You may lay conduit on existing pavement within new curbed median.

Conduit coupling must be a minimum of 6 inches from face of foundation.

Place a minimum of 2 inches of sand bedding in the trench before installing Type 2 or Type 3 conduit. Place a minimum of 4 inches of same material over conduit before placing additional backfill material.

Obtain approval from the Engineer before disturbing pavement. If obstruction is encountered, obtain approval from Engineer to cut small holes in the pavement to locate or remove obstruction. If jacking or drilling method is used, keep jacking or drilling pit 2 feet away from edge of pavement. Pavement must not be weakened or subgrade softened from excess water use.

Conduit used for drilling or jacking must be removed; install new conduit for completed work. If a hole larger than the conduit is pre-drilled and you install conduit by hand or by method recommended by the conduit manufacturer with equipment approved for purpose, you may install Type 2 or Type 3 conduit under pavement.

If trenching in pavement method is specified, conduit installation under pavement that is not a freeway lane or freeway to freeway connector ramp, must comply with the following:

1. Use Type 3 conduit. Place conduit under pavement in a trench approximately 2 inches wider than the outside diameter of conduit, but not exceeding 6 inches in width. Trench depth must not exceed the greater of 12 inches or conduit trade size plus 10 inches, except that at pull boxes the trench may be hand dug to required depth. The top of the installed conduit must be a minimum of 9 inches below finished grade.
2. Trenching installation must be completed before placing final pavement layer.
3. Cut pavement to be removed with a rock cutting excavator. Minimize shatter outside the removal area.
4. Place conduit in bottom of trench and backfill with minor concrete as specified in Section 90-10, "Minor Concrete." Minor concrete must contain a minimum of 590 pounds of cementitious material per cubic yard. If the trench is in asphalt concrete pavement and pavement overlay is not placed, backfill the top 0.10 foot of trench with minor HMA.
5. Before spreading HMA, apply tack coat as specified in Section 39, "Hot Mix Asphalt."
6. Backfill trenches, except for the top 0.10 foot, by the end of each day. The top 0.10 foot must be filled within 3 days after trenching.

Conduit installed beneath railroad tracks must be:

1. Type 1 or 2
2. 1-1/2-inch minimum diameter
3. Placed a minimum depth of 42 inches below bottom of the rail

If jacking or drilling method is used, construct jacking pit to a minimum of 13 feet from the centerline of track at the near side of jacking pit. Cover jacking pit with substantial planking if left overnight.

Conduit ending in standard or pedestal must not extend more than 3 inches vertically above the foundation and must be sloped toward the handhole opening. Conduit entering through the side of non-metallic pull box must end inside the box within 2 inches of the wall and 2 inches above the bottom and be sloped toward the top of box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box must end 2 inches above the bottom and be located near the end walls to leave the major portion of the box clear. At outlet, conduit must enter from the direction of the run.

Underground conduit runs, including under sidewalks, that are adjacent to gasoline service stations or other underground gasoline or diesel storage, piping, or pumps and that lead to a controller cabinet, circuit breaker panel, service, or enclosure where an arc may occur during normal operations must be sealed if the conduit is within the limits specified in the NEC for Class 1, Division 1. Use Type 1 or Type 2 conduit for these runs.

Conduit for future use in structures must be threaded and capped. Conduit leading to soffit, wall, or other lights or fixtures below pull box grade must be sealed and made watertight, except where conduit ends in a No. 9 or No. 9A pull box.

Support for conduit in or on wall or bridge superstructure must comply with the following:

1. Steel hangers, steel brackets, and other fittings must comply with Section 75-1.03, "Miscellaneous Bridge Metal."
2. Construct precast concrete conduit cradles using minor concrete and commercial quality welded wire fabric. Minor concrete must comply with Section 90-10, "Minor Concrete," and contain a minimum of 590 pounds of cementitious material per cubic yard.. The cradles must be moist cured for a minimum of 3 days. Bond precast concrete cradles to structure with epoxy adhesives specified in one of the following:
  - 2.1. Section 95-2.03, "Epoxy Resin Adhesive for Bonding New Concrete to Old Concrete"
  - 2.2. Section 95-2.04, "Rapid Set Epoxy Adhesive for Pavement Markers"
  - 2.3. Section 95-2.05, "Standard Set Epoxy Adhesive for Pavement Markers"
3. Use pipe sleeve or form opening for conduit through bridge superstructure concrete. Sleeve or opening through either prestressed member or conventionally reinforced precast member must be:
  - 3.1. Transverse to the member
  - 3.2. Through the web

3.3. Not more than 3 inches maximum gross opening in concrete

4. Where conduits pass through the abutment concrete, wrap conduit with 2 layers of asphalt-felt building paper securely taped or wired in place. Fill space around conduit that runs through bridge abutment wall with mortar as specified in Section 51-1.135, "Mortar," except the proportion of cementitious material to sand must be 1 to 3. Fill the space around conduits that run through abutments after prestressing is completed.
5. Run surface-mounted conduit straight and true, horizontal or vertical on the wall, and parallel to wall on ceiling or other similar surfaces. Support conduit at a maximum of 5-foot intervals or closer where necessary to prevent vibration or unsightly deflection. The supports must include galvanized malleable iron conduit clamps and clamp backs secured with expansion anchorage devices as specified for concrete anchorage devices in Section 75-1.03, "Miscellaneous Bridge Metal." Threaded studs must be galvanized and be of the largest diameter that will pass through the mounting hole in conduit clamp.
6. Where pull boxes are placed in conduit runs, conduit must be fitted with threaded bushings and bonded.
7. Mark location of conduit end in structure, curb, or wall with a "Y" that is a minimum of 3 inches tall, directly above conduit.

#### **86-2.05D Expansion Fittings**

Install expansion fitting where the conduit crosses an expansion joint in structure. Each expansion fitting for metal conduit must include a copper bonding jumper having the ampacity specified in NEC.

Each expansion-deflection fitting for expansion joints of 1-1/2-inch movement rating must be watertight and include a molded neoprene sleeve, a bonding jumper, and 2 silicon bronze or zinc-plated iron hubs. Each fitting must allow a minimum of 3/4-inch expansion, contraction, and lateral deflection.

#### **86-2.06 PULL BOXES**

##### **86-2.06A (Blank)**

##### **86-2.06B Cover Marking**

Marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of cover.

Marking letters must be 1 inch to 3 inches high.

Before galvanizing steel or cast iron cover, apply marking by one of the following methods:

1. Use cast iron strip at least 1/4 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with 1/4 inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.
2. Use sheet steel strip at least 0.027-inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with 1/4 inch stainless steel rivets or 1/4 inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.
3. Bead weld the letters on cover so that letters are raised a minimum of 3/32 inch.

##### **86-2.06C Installation and Use**

Space pull boxes no more than 200 feet apart. You may install additional pull boxes to facilitate the work.

You may use a larger standard size pull box than that shown on the plans or specified.

A pull box in ground or sidewalk area must be installed as follows:

1. Embed bottom of pull box in crushed rock.
2. Place a layer of roofing paper on the crushed rock.
3. Place mortar over the layer of roofing paper. Mortar must be 0.50 inch to 1 inch thick and sloped toward the drain hole.
4. Make a 1-inch drain hole in center of pull box through mortar and roofing paper.
5. Place mortar between pull box and pull box extension, and around conduits.

The top of the pull box must be flush with the surrounding grade or the top of an adjacent curb, except in unpaved areas where the pull box is not immediately adjacent to and protected by a concrete foundation, pole, or other protective construction. Place the pull box 1-1/4 inches above the surrounding grade. Where practical, place a pull box shown in the vicinity of curbs or adjacent to a standard on the side of the foundation facing away from traffic, unless otherwise directed. If a pull box is installed in a sidewalk area, adjust the depth of the pull box so that the top of the pull box is flush with the sidewalk.

Reconstruct the sump of an existing pull box if it is disturbed by your operations. Remove old grout and replace with new if the sump was grouted.

### 86-2.07 TRAFFIC PULL BOXES

Comply with Sections 86-2.06B, "Cover Marking," and 86-2.06C, "Installation and Use."

Traffic pull box and cover must comply with ASTM C857, "Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures," for HS20-44 loading. You must be able to place the load anywhere on box and cover for 1 minute without causing cracks or permanent deformations.

Frame must be anchored to the box with 1/4" x 2-1/4" concrete anchors. Four concrete anchors must be included for No. 3-1/2(T) pull box; one placed in each corner. Six concrete anchors must be included for No. 5(T) and No. 6(T) pull boxes; one placed in each corner and one near the middle of each of the longer sides.

Nuts must be zinc plated carbon steel, vibration resistant, and have a wedge ramp at the root of the thread.

After installation of traffic pull box, install steel cover and keep bolted down when your activities are not in progress at the pull box. When steel cover is placed for final time, cover and Z bar frame must be cleaned of debris and tightened securely.

Steel cover must be countersunk approximately 1/4 inch to accommodate bolt head. When tightened, bolt head must not exceed more than 1/8 inch above the top of cover.

Concrete placed around and under traffic pull box must be minor concrete as specified in Section 90-10, "Minor Concrete."

### 86-2.08 CONDUCTORS AND CABLES

Conductor must be copper wire that complies with ASTM B 3 and B 8.

Wire size must comply with the following:

#### Wire Size Requirements

Conductor usage	Requirement
In loop detector lead-in cable	ASTM B 286
Everywhere except in loop detector lead-in cable	American Wire Gage (AWG) <sup>a</sup>

<sup>a</sup>Except conductor diameter must not be less than 98 percent of specified AWG diameter.

Single conductor and cable, except detector lead-in cable, must have clear, distinctive, and permanent markings on the outer surface throughout its length. The markings must include the manufacturer's name or trademark, insulation type letter designation, conductor size, voltage, and temperature rating, and for cables, it must also include number of conductors.

#### 86-2.08A Conductor Identification

Conductor insulation must be a solid color with a permanent stripe as specified below. The solid color must be homogeneous through the full depth of insulation. Identification stripe must be continuous throughout the length of conductor. For conductor sizes No. 2 and larger, the insulation may be black and the ends of the conductors must be taped for a minimum length of 20 inches with electrical insulating tape of the required color.

**Conductor Identification**

Circuit	Signal Phase or Function	Identification			Size
		Insulation Color <sup>i</sup>		Band Symbols <sup>f</sup>	
		Base	Stripe <sup>a</sup>		
Vehicle Signals <sup>a,b,d</sup>	2,6	Red, Yel, Brn	Blk	2,6	14
	4,8	Red, Yel, Brn	Ora	4,8	14
	1,5	Red, Yel, Brn	None	1,5	14
	3,7	Red, Yel, Brn	Pur	3,7	14
	Ramp Meter 1	Red, Yel, Brn	None	NBR	14
	Ramp Meter 2	Red, Yel, Brn	Blk	NBR	14
Pedestrian Signals <sup>d</sup>	2p,6p	Red, Brn	Blk	2p,6p	14
	4p,8p	Red, Brn	Ora	4p,8p	14
	1p,5p	Red, Brn	None	1p,5p	14
	3p,7p	Red, Brn	Pur	3p,7p	14
Pedestrian Push Buttons <sup>d</sup>	2p,6p	Blu	Blk	P-2,P-6	14
	4p,8p	Blu	Ora	P-4,P-8	14
	1p,5p	Blu	None	P-1,P-5	14
	3p,7p	Blu	Pur	P-3,P-7	14
Traffic Signal Controller Cabinet	Ungrounded Circuit Conductor	Blk	None	CON-1	6
	Grounded Circuit Conductor	Wht	None	CON-2	6
Highway Lighting Pull Box to Luminaire	Ungrounded-Line 1	Blk	None	NBR	14
	Ungrounded-Line 2	Red	None	NBR	14
	Grounded	Wht	None	NBR	14
Multiple Highway Lighting	Ungrounded-Line 1	Blk	None	ML1	10
	Ungrounded-Line 2	Red	None	ML2	10
Lighting Control	Ungrounded to PEU	Blk	None	C1	14
	Switching leg from PEU unit or SM transformer	Red	None	C2	14

Service	Ungrounded-Line 1 (Signals)	Blk	None	NBR <sup>c</sup>	6
	Ungrounded-Line 2 (Lighting)	Red <sup>h</sup>	None	NBR <sup>c</sup>	8
Sign Lighting	Ungrounded-Line 1	Blk	None	SL-1	10
	Ungrounded-Line 2	Red	None	SL-2	10
Flashing Beacons <sup>g</sup>	Ungrounded between Flasher and Beacons	Red or Yel	None	F-Loc. <sup>c</sup>	14
Grounded and Common	Pedestrian Push Buttons	Wht	Blk	NBR	14
	Signals and Multiple Lighting	Wht	None	NBR	10
	Flashing Beacons and Sign Lighting	Wht	None	NBR	12
	Lighting Control	Wht	None	C-3	14
	Multiple Service	Wht	None	NBR	14
Railroad Preemption		Blk	None	R	14
Spares		Blk	None	NBR	14

NBR = No Band Required PEU=Photoelectric unit

<sup>a</sup>On overlaps, insulation is striped for 1st phase in designation. e.g., phase (2+3) conductor is striped as for phase 2.

<sup>b</sup>Band for overlap and special phases as required.

<sup>c</sup>Flashing beacons having separate service do not require banding.

<sup>d</sup>These requirements do not apply to signal cable.

<sup>e</sup>"S" if circuit is switched on line side of service equipment by utility.

<sup>f</sup>Band conductors in each pull box and near ends of termination points. On signal light circuits, a single band may be placed around 2 or 3 ungrounded conductors comprising a phase.

<sup>g</sup>Ungrounded conductors between service switch and flasher mechanism must be black and banded.

<sup>h</sup>Black acceptable for size No. 2 and larger. Tape ends for 20 inches with indicated color.

<sup>i</sup>Color Code: Yel-Yellow, Brn-Brown, Blu-Blue, Blk-Black, Wht-White, Ora-Orange, Pur-Purple.

### 86-2.08B Multiple Circuit Conductors

Conductor for multiple circuit must be UL or NRTL listed and rated for 600 V(ac) operation. Insulation for No. 14 to No. 4 conductors must be one of the following:

1. Type TW PVC as specified in ASTM D 2219
2. Type THW PVC
3. Type USE, RHH, or RHW cross-linked polyethylene

Minimum insulation thickness must comply with the following:

Insulation Thickness		
Insulation Type	Conductor Size	Insulation Thickness (mils)
USE, RHH, or RHW	No. 14 to No. 10	39
	No. 8 to No. 2	51
THW or TW	No. 14 to No. 10	27
	No. 8	40
	No. 6 to No. 2	54

Insulation for No. 2 and larger conductor must be one of the types listed above or Type THWN.

Conductor for wiring wall and soffit luminaire must be stranded copper with insulation rated for use at temperatures up to 125 °C.

### 86-2.08C Signal Cable

Signal cable, except for the 28-conductor type, must:

1. Not be spliced
2. Be marked in each pull box with the signal standard information it is connecting to

Signal cable must comply with the following:

1. Cable jacket must be:
  - 1.1. Black polyethylene with an inner polyester binder sheath
  - 1.2. Rated for 600 V(ac) and 75 °C
2. Filler material, if used, must be polyethylene material.
3. Conductor must be solid copper with Type THWN insulation as specified in Section 86-2.08, "Conductors and Cables," and ASTM B 286. The minimum thickness of Type THWN insulation must be 12 mils for conductor sizes No. 14 to No. 12 and 16 mils for conductor size No. 10. The minimum thickness of nylon jacket must be 4 mils.

#### Conductor Signal Cable Requirements

Cable Type <sup>a</sup>	Conductor Quantity and Type	Cable Jacket Thickness (mils)		Maximum Nominal Outside Diameter (inch)	Conductor Color Code	Remarks
		Average	Minimum			
3CSC	3 - No. 14	44	36	0.40	blue/black, blue/orange, white/black stripe	Use for pedestrian push buttons and spare
5CSC	5 - No. 14	44	36	0.50	red, yellow, brown, black, white	
9CSC	8 - No. 14 1 - No. 12	60	48	0.65	No. 12 - white No. 14 - red, yellow, brown, black, and red/black, yellow/black, brown/black, white/black stripe	
12CSC	11 - No. 14 1 - No. 12	60	48	0.80	No. 12 - white No. 14 - see "12CSC Color Code and Functional Connection" table	Use for vehicle signals, pedestrian signals, spares, and signal common
28CSC	27 - No. 14 1 - No. 10	80	64	0.90	No. 10 - white No. 14 - see "28CSC Color Code and Functional Connection" table	Keep signal commons in each cable separate except at the signal controller. Label each cable as "C1" or "C2" in pull box. Use "C1" for signal phases 1, 2, 3, and 4. Use "C2" for phases 5, 6, 7, and 8.

<sup>a</sup>Conductor signal cable description starts with the number of conductors, followed by "CSC". (e.g., a signal cable with 3 conductors is labeled "3CSC".)



### 12CSC Color Code and Functional Connection

Color Code	Termination	Phase
Red	Vehicle signal red	2, 4, 6, or 8
Yellow	Vehicle signal yellow	2, 4, 6, or 8
Brown	Vehicle signal green	2, 4, 6, or 8
Red/black stripe	Vehicle signal red	1, 3, 5, or 7
Yellow/black stripe	Vehicle signal yellow	1, 3, 5, or 7
Brown/black stripe	Vehicle signal green	1, 3, 5, or 7
Black/red stripe	Spare, or use as required for red or DONT WALK	
Black/white stripe	Spare, or use as required for yellow	
Black	Spare, or use as required for green or WALK	
Red/white stripe	Ped signal DONT WALK	
Brown/white stripe	Ped signal WALK	

### 28CSC Color Code and Functional Connection

Color Code	Termination	Phase
Red/black stripe	Vehicle signal red	2 or 6
Yellow/black stripe	Vehicle signal yellow	2 or 6
Brown/black stripe	Vehicle signal green	2 or 6
Red/orange stripe	Vehicle signal red	4 or 8
Yellow/orange stripe	Vehicle signal yellow	4 or 8
Brown/orange stripe	Vehicle signal green	4 or 8
Red/silver stripe	Vehicle signal red	1 or 5
Yellow/silver stripe	Vehicle signal yellow	1 or 5
Brown/silver stripe	Vehicle signal green	1 or 5
Red/purple stripe	Vehicle signal red	3 or 7
Yellow/purple stripe	Vehicle signal yellow	3 or 7
Brown/purple stripe	Vehicle signal green	3 or 7
Red/2 black stripes	Ped signal DONT WALK	2 or 6
Brown/2 black stripes	Ped signal WALK	2 or 6
Red/2 orange stripes	Ped signal DONT WALK	4 or 8
Brown/2 orange stripes	Ped signal WALK	4 or 8
Red/2 silver stripes	Overlap A, C red	OLA, OLC
Brown/2 silver stripes	Overlap A, C green	OLA, OLC
Red/2 purple stripes	Overlap B, D red	OLB, OLD
Brown/2 purple stripes	Overlap B, D green	OLB, OLD
Blue/black stripe	Ped push button	2 or 6
Blue/orange stripe	Ped push button	4 or 8
Blue/silver stripe	Overlap A, C yellow	OLA(y), OLC(y)
Blue/purple stripe	Overlap B, D yellow	OLB(y), OLD(y)
White/black stripe	Ped push button common	
Black/red stripe	Railroad preemption	
Black	Spare	

#### 86-2.08D Signal Interconnect Cable (SIC)

Signal interconnect cable must be a 3-pair or 6-pair type with stranded tinned copper No. 20 conductors. Each conductor insulation must be 13 mils minimum nominal thickness, color-coded, polypropylene material. Conductors must be in twisted pairs. Color coding distinguishes each pair. Each pair must be wrapped with an aluminum polyester shield and must have a No. 22 or larger stranded tinned copper drain wire inside the shielded pair.

Cable jacket must be black, high density polyethylene, rated for a minimum of 300 V(ac) and 60 °C, and must have a minimum nominal wall thickness of 40 mils. Cable jacket or moisture-resistant tape directly under the outer jacket must be marked as specified in Section 86-2.08.

You must have a minimum of 6 feet of slack at each controller cabinet. Splicing is allowed only if shown on the plans.

Insulate conductor splice with heat-shrink tubing and overlap at least 0.6 inch. Cover overall cable splice with heat-shrink tubing and overlap the cable jacket at least 1-1/2 inch.

**86-2.09 WIRING**

Run conductors in conduit, except for overhead and temporary installations and where conductors are run inside poles.

Solder by hot iron, pouring, or dipping method, connectors and terminal lugs for conductor sizes No. 8 and smaller. Do not perform open-flame soldering.

**86-2.09A Circuitry**

Do not run traffic signal indication conductors to a terminal block on a standard unless connected to a mounted signal head.

Use only 1 conductor to connect to each terminal of a pedestrian push button.

The common for pedestrian push button circuit must be separate from traffic signal circuit grounded conductor.

**86-2.09B Installation**

Use a UL- or NRTL-listed inert lubricant for placing conductors in conduit.

Pull conductors into conduit by hand using pull tape specified in Section 86-2.05C, "Installation." Do not use winches or other power-actuated pulling equipment.

If adding new conductors or removing existing conductors, remove all conductors, clean conduit as specified in Section 86-2.05C, "Installation," and pull all conductors in conduit as 1 unit.

If traffic signal conductors are run in lighting standard containing street lighting conductors from a different service point, you must encase the traffic signal conductors or the lighting conductors with a flexible or rigid metal conduit for a length until the 2 types of conductors are no longer in the same raceway.

If less than 10 feet above grade, enclose temporary conductors in flexible or rigid metal conduit.

Leave slack for each conductor as follows:

**Conductor Slack Requirements**

Location	Slack (feet)
Signal standard	1
Lighting standard	1
Signal and lighting standard	1
Pull box	3
Splice	3
Standards with slip base	0

After conductors are installed, seal ends of conduits with an approved sealing compound.

To form a watertight seal, tape ends of spare conductors and conductors ending in pull boxes.

Conductors and cables inside fixture or cabinet must be neatly arranged and tied together by function with self-clinching nylon cable ties or enclosed in plastic tubing or raceway.

Identify conductors for signal overlap phase as specified for vehicle signals in the table titled "Conductor Identification."

Permanently identify conductors by function. Place identification on each conductor, or each group of conductors forming a signal phase, at each pull box and near the end of conductors.

Label, tag, or band conductors by mechanical methods. Identification must not move along the conductors.

**86-2.09C Connectors and Terminals**

Connectors and terminals must be UL- or NRTL-listed crimp type. Use manufacturer-recommended tool for connectors and terminals to join conductors. Comply with MIL-T-7928.

Terminate stranded conductors smaller than No. 14 in crimp style terminal lugs.

**86-2.09D Splicing and Terminations**

Splices are allowed for:

1. Grounded conductors in pull box.

2. Pedestrian push button conductors in pull box.
3. Conductors in pull box adjacent to each electrolier or luminaire.
4. Ungrounded traffic signal conductors in pull box, if traffic signals are modified.
5. Ungrounded traffic signal conductors to a terminal compartment or signal head on a standard with conductors of the same phase in the pull box adjacent to the standard.
6. Ungrounded lighting circuit conductors in pull box, if lighting circuits are modified.

**86-2.09E Splice Insulation**

Splice must function under continuous submersion in water.

Multi-conductor cable must be spliced and insulated to form a watertight joint and to prevent moisture absorption by the cable.

Low-voltage tape must be:

1. UL or NRTL listed
2. Self-fusing, oil and flame-resistant, synthetic rubber
3. PVC, pressure-sensitive adhesive of 6 mils minimum thickness

Insulating pad must be a combination of an 80-mils thick electrical grade PVC laminate and a 120-mils thick butyl splicing compound with removable liner.

Heat-shrink tubing must comply with the following:

1. Be medium or heavy wall thickness, irradiated polyolefin tubing with an adhesive mastic inner wall.
2. Before contraction, minimum wall thickness must be 40 mils.
3. Heating must be as recommended by the manufacturer. Do not perform open-flame heating.
4. When heated, the inner wall must melt and fill crevices and interstices of the covered object and the outer wall must shrink to form a waterproof insulation.
5. After contraction, each end of the heat-shrink tubing or the open end of end cap of heat-shrink tubing must overlap the conductor insulation at least 1-1/2 inches. Coat ends and seams with electrical insulation coating.
6. Comply with requirements for extruded insulated tubing at 600 V(ac) in UL Standard 468D and ANSI C119.1, and the following requirements:

**Heat-Shrink Tubing Requirements**

Shrinkage Ratio	33 percent, maximum, of supplied diameter when heated to 125 °C and allowed to cool to 25 °C
Dielectric Strength	350 kV per inch, minimum
Resistivity	25 <sup>13</sup> Ω per inch, minimum
Tensile Strength	2,000 psi, minimum
Operating Temperature	-40 °C to 90 °C (135 °C in emergency)
Water Absorption	0.5 percent, maximum

7. If 3 or more conductors are to be enclosed in 1 splice, place mastic around each conductor before placing inside tubing. Use mastic type recommended by heat-shrink tubing manufacturer.

You may use "Method B" as an alternative method for splice insulation. Use at least 2 thicknesses of electrical insulating pad. Apply pad to splice as recommended by manufacturer.

**86-2.095 FUSED SPLICE CONNECTORS**

Install a fused disconnect splice connector in each ungrounded conductor, between the line and the ballast, in the pull box adjacent to each luminaire. Connector must be accessible in the pull box.

For 240 and 480 V(ac) circuits, each connector must simultaneously disconnect both ungrounded conductors. Connector must not have exposed metal parts, except for the head of stainless steel assembly screw. Recess head of stainless steel assembly screw a minimum of 1/32 inch below top of plastic boss that surrounds the head.

Splice connector must protect fuse from water or weather damage. Contact between fuse and fuseholder must be spring loaded. Splice connector terminals must be:

1. Rigidly crimped, using a tool recommended by manufacturer of fused splice connector, onto ungrounded conductors

2. Insulated
3. Watertight

Fuses must be standard midget ferrule type, with "Non-Time-Delay" feature, and 13/32" x 1-1/2".

**86-2.10 BONDING AND GROUNDING**

Secure all metallic components, mechanically and electrically, to form a continuous system that is effectively grounded.

Bonding jumper must be copper wire or copper braid of the same cross sectional area as a No. 8 or larger to match the load. Equipment grounding conductors must be color coded as specified in NEC or be bare.

Attach bonding jumper to standard as follows:

<b>Bonding Jumper Attachment</b>	
Standard type	Requirements
Standard with handhole and traffic pull box lid cover	Use UL-listed lug and 3/16-inch diameter or larger brass or bronze bolt. Run jumper to conduit or bonding wire in adjacent pull box. Grounding jumper must be visible after the standard is installed and mortar pad is placed on foundation.
Standard without handhole	Use UL-listed ground clamp on each anchor bolt.
Slip-base standard	Use UL-listed ground clamp on each anchor bolt or attach UL-listed lug to bottom slip-base plate with 3/16-inch diameter or larger brass or bronze bolt.

Ground one side of secondary circuit of step-down transformer.

Ground metal conduit, service equipment, and grounded conductor at service point as specified by NEC and service utility, except grounding electrode conductor must be No. 6 or larger.

Equipment bonding and grounding conductors are required in conduit. Run a No. 8 minimum bare copper wire continuously in conduit system. The bonding wire must be sized as specified in the NEC.

Ground electrode must be:

1. 1 piece
2. 10-foot minimum length of one of the following:
  - 2.1. Galvanized steel rod or pipe not less than 3/4 inch in diameter
  - 2.2. Copper clad steel rod not less than 5/8 inch in diameter
3. Installed as specified in NEC
4. Bonded to service equipment using one of the following:
  - 4.1. Ground clamp
  - 4.2. Exothermic weld
  - 4.3. No. 6 or larger copper conductor

On wood pole, metallic equipment mounted less than 8 feet above ground surface must be grounded.

Bond metallic conduit in non-metallic pull box using bonding bushing or bonding jumper.

Bond metallic conduit in metal pull box using bonding bushings and bonding jumpers connected to bonding wire running in the conduit system.

**86-2.11 SERVICE**

Electrical service installation and materials must comply with service utility requirements.

If service equipment is to be installed on utility-owned pole, you must furnish and install conduit, conductors, and other necessary material to complete service installation. Service utility will decide riser and equipment position.

Install service equipment early on to allow service utility to schedule its work before project completion.

Furnish each service with a circuit breaker that simultaneously disconnects all ungrounded service entrance conductors.

Circuit breakers must:

1. Be quick-break on either automatic or manual operation.
2. Have operating mechanism that is enclosed and trip-free from operating handle on overload.
3. Be trip indicating.
4. Have frame size plainly marked.
5. Have trip rating clearly marked on operating handle.
6. Have overload tripping of breakers not influenced by ambient temperature range of -18 °C to 50 °C.
7. Be internal trip type.
8. Be UL or NRTL listed and comply with UL 489 or equal.
9. Have minimum interrupting capacity of 10,000 A, rms, if used as service disconnect.

Service equipment enclosure must be a NEMA 3R enclosure with dead-front panel and a hasp with a 7/16-inch hole for a padlock. Enclosure must be field marked as specified in the NEC to warn qualified persons of potential electric arc flash hazards.

Service equipment enclosure, except Types II and III, must be galvanized or have a factory-applied rust-resistant prime coat and finish coat.

Types II and III service equipment enclosures must be manufactured from one of the following:

1. Galvanized sheet steel
2. Sheet steel plated with zinc or cadmium after manufacturing
3. Aluminum

Manufacture service equipment enclosure as specified in Section 86-3.04A, "Cabinet Construction." Overlapping exterior seams and doors must comply with requirements for NEMA 3R enclosures in the NEMA Enclosure Standards.

If an alternative design is proposed for Type II or III service equipment enclosure, submit plans and shop drawings to the Engineer for approval before manufacturing.

Except for falsework lighting and power for your activities, when you submit a written request, the Engineer will arrange:

1. With the service utility to complete service connections for permanent installations and the Department will pay all costs and fees required by the service utility. Submit request at least 15 days before service connections are required.
2. For furnishing electrical energy. Energy used before contract completion will be charged to you, except cost of energy used for public benefit as ordered by the Engineer will be paid by the Department or local authorities.

Full compensation for furnishing and installing State-owned or permanent service poles, service equipment, conduit, conductors, and pull boxes, including equipment, conduit, and conductors placed on utility-owned poles, is included in the contract item of electrical work involved and no additional compensation will be allowed therefor.

If the service point is indeterminate and is shown on the plans as "approximate location" or "service point not yet established," the labor and materials required for making the connection between the service point, when established, and the nearest pull box shown on the plans will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

## **86-2.12 WOOD POLES**

Wood poles must comply with the following:

1. Class 5 or larger as specified in ANSI O 5.1
2. Less than 180-degree twist in grain over the full length
3. 4-inch or less sweep
4. Beveled top
5. Placed in ground at least 6 feet
6. Length must be:
  - 6.1. 25 feet for service pole
  - 6.2. 35 feet for other

After each pole is set in ground, backfill space around pole with selected earth or sand, free of rocks and other deleterious material, placed in 4-inch thick layers. Moisten each layer and thoroughly compact.

Manufacture mast arm from standard pipe, free from burrs. Each mast arm must have an insulated wire inlet and wood pole mounting brackets for mast arm and tie-rod cross arm. Manufacture tie rod from structural steel and pipe.

Mount mast arm for luminaire to provide a 34-foot mounting height for a 200 W high pressure sodium luminaire and 40-foot mounting height for 310 W high pressure sodium luminaire. Traffic signals and flashing beacons on mast arm must provide a minimum vertical clearance of 17 feet from bottom of equipment to pavement.

After manufacturing, pressure-treat pole as specified in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWPA Use Category System: UC4B, Commodity Specification D.

If specified, treat pole with waterborne wood preservative.

### **86-2.13 LIGHTING AND SIGN ILLUMINATION CONTROL**

Enclosure for the circuit breaker for lighting and sign illumination control must:

1. Be NEMA 3R
2. Be galvanized, cadmium plated, or powder-coated
3. Include dead front panel and a hasp with a 7/16 inch diameter hole for padlock

### **86-2.14 TESTING**

#### **86-2.14A Materials Testing**

Deliver material and equipment to be tested to either the Transportation Laboratory or a testing location ordered by the Engineer.

Allow 30 days for acceptance testing from the time material or equipment is delivered to test site. You must pay for all shipping, handling, and related transportation costs associated with testing. If equipment is rejected, you must allow 30 days for retesting. Retesting period starts when corrected equipment is delivered to test site. You must pay for all retesting costs. Delays resulting from submittal of non-compliant materials do not relieve you from executing the contract within the allotted time.

If equipment submitted for testing does not comply with specifications, remove the equipment within 5 business days after notification that the equipment is rejected. If equipment is not removed within that period, it may be shipped to you at your expense.

When testing is complete, you will be notified. You must pick up the equipment at the test site and deliver it to the job site.

Testing and quality control procedures for all other traffic signal controller assemblies must comply with NEMA TS Standards for Traffic Control Systems.

#### **86-2.14B Field Testing**

Before starting functional testing, perform the following tests in the presence of the Engineer:

##### **86-2.14B(1) Continuity**

Test each circuit for continuity.

##### **86-2.14B(2) Ground**

Test each circuit for grounds.

##### **86-2.14B(3) Insulation Resistance**

Perform insulation resistance test at 500 V(dc) on each circuit between the circuit and a ground. Insulation resistance must be 10 MΩ minimum on all circuits, except for inductive loop detector circuits that must have an insulation resistance value at least 100 MΩ.

#### **86-2.14C Functional Testing**

Test periods must comply with Section 86-1.07, "Scheduling of Work."

Acceptance of new or modified traffic signal will be made only after all traffic signal circuits have been thoroughly tested.

Perform functional test to show that each part of the system functions as specified.

Functional test for each new or modified system must include at least 5 business days of continuous, satisfactory operation. If unsatisfactory performance of the system occurs, the condition must be corrected and the system retested until the 5 business days of continuous, satisfactory operation is obtained.

Except for new or modified parts of existing lighting circuit and sign illumination system, the State or local agency will maintain the system during test period and pay the electrical energy cost. Except for electrical energy, you must pay the cost of necessary maintenance performed by the State or local agency on new circuits or on the portions of existing circuits modified under the contract.

Shutdown of electrical system caused by traffic from a power interruption or from unsatisfactory performance of State-furnished materials does not constitute discontinuity of the functional test.

### **86-2.15 GALVANIZING**

Galvanize as specified in Section 75-1.05, "Galvanizing." Cabinet material may be galvanized before manufacturing as specified in ASTM A 653/653M, Coating Designation G 90.

Steel pipe standard and pipe mast arm must be hot-dip galvanized after manufacturing and must comply with Section 75-1.05, "Galvanizing." . Remove spikes from galvanized surfaces.

A minimum of 10 inches of upper end of anchor bolts, anchor bars or studs, and nuts and washers must be galvanized as specified in Section 75-1.05, "Galvanizing."

After galvanizing, bolt threads must accept galvanized standard nuts without requiring tools or causing removal of protective coatings.

Galvanizing existing materials in an electrical installation will not be required.

### **86-2.16 PAINTING**

Paint electrical equipment and material as specified in Section 59, "Painting," and the following:

1. Use paint material specified in Section 91, "Paint."
2. Factory or shop cleaning methods for metals are acceptable if equal to the methods specified.
3. Instead of temperature and seasonal restrictions for painting as specified in Section 59, "Painting," paint may be applied to equipment and materials for electrical installations if ordered by the Engineer.
4. Ungalvanized ferrous surface to be painted must be cleaned before applying prime coat. Blast cleaning is not required.
5. If an approved prime coat is applied by manufacturer, and in good condition, the 1st primer application is not required.
6. Existing equipment to be painted in the field, including State-furnished equipment, must be washed with a stiff bristle brush using a solution of water containing 2 tablespoons of heavy duty detergent powder per gallon. After rinsing, surface must be wire-brushed with a coarse, cup-shaped, power-driven brush to remove badly bonded paint, rust, scale, corrosion, grease, or dirt. Dust or residue remaining after wire brushing must be removed before priming.
7. Do not paint galvanized metal guard post, galvanized equipment, State-furnished controller cabinet, and wood poles for traffic signal or flashing beacon.
8. New galvanized metal surface to be painted in the field must be cleaned as specified for existing equipment before applying the prime coat. Do not wire brush new galvanized surface.
9. After erection, examine exterior surface for damaged primer, clean, and spot coat with primer.
10. Paint Types II and III steel service equipment enclosures with a polymeric or an enamel coating system matching Color No. 14672, light green, of Federal Standard 595B. Coating must be commercially smooth and free of flow lines, paint washout, streaks, blisters, and other defects that would impair serviceability or detract from general appearance. Coating must comply with the following:
  - 10.1. Coating hardness - Finish must have pencil lead hardness of HB, minimum, using an Eagle Turquoise pencil.
  - 10.2. Salt spray resistance - Undercutting coating system's film must not exceed 1/8-inch average, from lines scored diagonally and deep enough to expose the base metal, after 336 hours of exposure in a salt spray cabinet complying with ASTM B 117.
  - 10.3. Adherence - Must not have coating loss when tested as specified in California Test 645. Perform testing by applying coating to 4" x 8" x 0.024" test specimens of the same material as the cabinet, using the same application method.
11. Finish interior of metal signal visor, louver, and front face of back plates with 2 applications of lusterless black exterior grade latex paint formulated for application to properly prepared metal surface. Good condition factory finish will be acceptable.

12. Finish metal signal section, signal head mounting, brackets and fittings, outside of visor, pedestrian push button housing, pedestrian signal section and visor, and back face of back plate with 2 applications of lusterless black or dark olive green exterior grade latex paint formulated for application to properly prepared metal surface. Match dark olive green color to Color Chip No. 68 filed at the Transportation Laboratory.
13. Prepare and finish conduit and conduit fitting above ground the same as adjacent standard or post.
14. Relocated, reset or modified equipment previously finished as specified in this section, except for previously-finished galvanized standard with traffic signal yellow enamel, must be given a spot finishing application on newly primed areas and 1 finishing application over the entire surface. If signal face or mounting brackets are required to be painted under this section, all signal faces and mounting brackets on the same mounting must be repainted.
15. Small rusted or repaired areas of relocated or reset galvanized equipment must be cleaned and painted as specified in Section 75-1.05, "Galvanizing," for repairing damaged galvanized surfaces.
16. Stencil equipment number neatly on the standard or adjacent structure. Obtain number from the Engineer.
17. Perform painting neatly. The Engineer reserves the right to require use of brushes if the work performed by paint spraying machine is unsatisfactory.

### **86-3 CONTROLLER ASSEMBLIES**

#### **86-3.01 CONTROLLER ASSEMBLIES**

A controller assembly houses a complete mechanism for controlling the operation of traffic signals or other systems.

Model 170 and Model 2070, specified as a Model 170/2070 controller assembly, includes a Model 170, 170E or 2070 controller unit, a wired cabinet, and all auxiliary equipment required to control the system.

#### **86-3.02 (BLANK)**

#### **86-3.03 (BLANK)**

#### **86-3.04 CONTROLLER CABINETS**

Controller cabinets for controller assemblies other than Model 170/2070 must comply with the following:

##### **86-3.04A Cabinet Construction**

Cabinet must be rainproof and the top crowned 1/2 inch or slanted toward the back to prevent standing water.

Cabinet and door must be manufactured from one of the following:

1. 0.073-inch minimum thickness cold-rolled steel with continuously-welded exterior seams
2. 0.073-inch minimum thickness stainless steel with overlapping exterior seams complying with Type 4 enclosures of the NEMA Enclosure Standards
3. 0.125-inch minimum thickness aluminum with continuously-welded exterior seams

Exterior welds must be ground smooth and edges filed to a radius of at least 0.03 inch.

Cabinet manufactured from cold-rolled steel must comply with Section 86-2.16, "Painting," and the following:

1. Cabinet manufactured from cold-rolled steel must be finished with a polymeric or an enamel coating system conforming to Color No. 14672 of Federal Standard 595B.
2. Cabinet must not have coating loss when 2 test specimens, 4" x 8", of the same material and coating as the cabinet are tested. Two 9-inch-diagonal scratches exposing bare metal will be made on a specimen. Soak specimen in demineralized water for 192 hours. Tightly affix a 1-inch wide strip of masking tape to the surface and remove with one quick motion. Specimen showing evidence of blistering, softening, or peeling of paint or coating from the base metal will be rejected. Testing must comply with California Test 645, except passing 180 Degree Bend Test is not required.
3. Metal must be prepared by the 3-step, iron phosphate conversion coating bonderizing technique.
4. Inside walls, doors, and ceiling of the housing must be the same as the outside finish.

Cabinet manufactured from stainless steel must comply with the following:

1. Use annealed or quarter-hard stainless steel that complies with ASTM A 666 for Type 304, Grades A or B.



2. Use gas tungsten arc welding (GTAW) process with bare stainless steel welding electrodes. Electrodes must comply with AWS A5.9 for ER308 chromium-nickel bare arc welding electrodes.
3. Procedures, welder, and welding operator must comply with requirements and practices recommended in AWS C5.5.
4. Ground or brush exposed, exterior surfaces of stainless steel cabinet to a 25 to 50-microinch finish using iron-free abrasives or stainless steel brushes.
5. After grinding or brushing, cabinet must not show rust discoloration when:
  - 5.1. Exposed for 48 hours in a salt spray cabinet as specified in ASTM B 117
  - 5.2. Exposed 24 hours in a tap water spray cabinet with the water temperature between 38 °C and 45 °C
6. After the test, cabinet showing rust discoloration anywhere on its surface will be rejected. Rejected cabinets may be cleaned, passivated, and resubmitted for testing.

Cabinet manufactured from aluminum sheet must comply with ASTM B 209 or B 209M for 5052-H32 aluminum sheet, and the following:

1. Use gas metal arc welding (GMAW) process with bare aluminum welding electrodes. Electrodes must comply with AWS A5.10 for ER5356 aluminum alloy bare welding electrodes.
2. Procedures, welder, and welding operator for welding must comply with requirements in AWS B3.0, "Welding Procedure and Performance Qualification," and to practices recommended in AWS C5.6.
3. Surface finish of each aluminum cabinet must comply with MIL-A-8625 for a Type II, Class I coating, except anodic coating must have a minimum thickness of 0.0007 inch and a minimum coating weight of 0.001 ounce per square inch. The anodic coating must be sealed in a 5 percent aqueous solution of nickel acetate, pH 5.0 to 6.5, for 15 minutes at 97 °C. Before applying anodic coating, clean and etch cabinets using the steps below:
  - 3.1. Clean by immersing into inhibited alkaline cleaner, Oakite 61A, Diversey 909, or equal, 6 to 8 ounces per gallon at 71 °C for 5 minutes.
  - 3.2. Rinse in cold water.
  - 3.3. Etch in solution of 1-1/2 ounce of sodium fluoride and 4 to 6 ounces of sodium hydroxide per gallon of distilled water at 60 °C to 65 °C for 5 minutes.
  - 3.4. Rinse in cold water.
  - 3.5. Immerse in 50 percent by volume nitric acid solution at room temperature for 2 minutes.
  - 3.6. Rinse in cold water.

Cabinet must have:

1. Single front door with:
  - 1.1. 44-inch maximum door width.
  - 1.2. Lock, when closed and latched, that is locked.
  - 1.3. Police panel mounted on door, equipped with a keyed lock and 2 police keys. Each police key must have a shaft at least 1-3/4 inch in length.
2. Dust-tight gasketing on all door openings, permanently bonded to the metal. Mating surface of the gasketing must be covered with silicone lubricant to prevent sticking.
3. Handle that:
  - 3.1. Allows padlocking in closed position
  - 3.2. Has a minimum length of 7 inches
  - 3.3. Has a 5/8-inch, minimum, steel shank
  - 3.4. Is manufactured of cast aluminum, or zinc-plated or cadmium-plated steel
4. Cabinet door frame with:
  - 4.1. Latching mechanism that:
    - 4.1.1. Holds tension on and forms a firm seal between door gasketing and frame.

- 4.1.2. Is a 3-point cabinet latch with nylon rollers that have a minimum diameter of 3/4 inch and equipped with ball bearings.
- 4.1.3. Has a center catch and a pushrod made of zinc-plated or cadmium-plated steel. Pushrod must be at least 1/4" x 3/4" and turned edgewise at outer supports. Cadmium plating must comply with MIL-QQ-416. Zinc plating must comply with MIL-QQ-325.

4.2. Hinging that:

- 4.2.1. Has 3-bolt butt hinges, each having a stainless steel fixed pin. Hinges must be stainless steel or may be aluminum for aluminum cabinet.
- 4.2.2. Is bolted or welded to the cabinet. Hinge pins and bolts must not be accessible when door is closed.
- 4.2.3. Has a catch to hold the door open at 90 degrees and 180 degrees,  $\pm 10$  degrees, if a door is larger than 22 inches in width or 6 square feet in area. Catch must be at least 3/8-inch diameter, stainless steel plated rod capable of holding door open at 90 degrees in a 60 mph wind at an angle perpendicular to the plane of the door.

5. Lock that:

- 5.1. Is solid brass, 6-pin tumbler, rim type
- 5.2. Has rectangular, spring-loaded bolts
- 5.3. Is left hand and rigidly mounted with stainless steel machine screws approximately 2 inches apart
- 5.4. Extends 1/8 to 3/8 inch beyond the outside surface of door

6. 2 keys that are removable in the locked and unlocked positions.

Submit alternative design details for review and approval before manufacturing cabinet.

Use metal shelves or brackets that will support controller unit and auxiliary equipment.

Machine screws and bolts must not protrude outside the cabinet wall.

**86-3.04B Cabinet Ventilation**

Each controller cabinet must have:

- 1. 8 screened, 1/2-inch diameter or larger, raintight vent holes, in lower side or bottom of cabinet. You may use louvered vents with a permanent metal mesh or 4-ply woven polypropylene air filter held firmly in place, instead.
- 2. Electric fan with ball or roller bearings and capacity of at least 100 cubic feet per minute. Fan must be thermostatically controlled and manually adjustable to turn on between 32 °C and 65 °C with a differential of not more than 6 °C between automatic turn on and turn off. Fan circuit must be fused at 125 percent of ampacity of installed fan motor.

Fan and cabinet vent holes must be positioned to direct bulk of airflow over controller unit or through ventilating holes of controller unit.

**86-3.04C Cabinet Wiring**

Conductors used in controller cabinet wiring must:

- 1. Be neatly arranged and laced, or enclosed in plastic tubing or raceway.
- 2. End with properly sized captive or spring-spade terminal or be soldered to a through-panel solder lug on the back side of the terminal block. Apply crimp-style connector with proper tool to prevent opening of handle until crimp is completed.

Controller cabinet must have an equipment grounding conductor bus that is grounded to the cabinet and connected to metal conduit system or other approved ground with a No. 8, or larger, grounding conductor.

With all cabinet equipment in place and connected, resistance between grounded conductor terminal bus and equipment grounding conductor bus must be 50 M $\Omega$ , minimum, when measured with an applied voltage of 150 V(dc).

If direct current is to be grounded, connect to equipment ground only.

Use two or more terminal blocks for field connection. Install field terminal within 22 inches from front of cabinet and orient for screwdriver operation. Terminal must be a minimum of 5 inches above foundation.

No more than 3 conductors per terminal are allowed. Two flat metal jumpers, straight or U shaped, may be placed under terminal screw. At least 2 full threads of terminal screws must be fully engaged when screw is tightened. Live parts must not extend beyond the barrier.

### 86-3.05 CABINET ACCESSORIES

#### 86-3.05A Labels

Include permanently printed, engraved, or silk-screened label for equipment and removable items of equipment.

Labeling must match cabinet wiring diagram. Label for shelf-mounted equipment must be on shelf face below item. Label for wall-mounted equipment must be below item.

#### 86-3.05B Convenience Receptacle

Mount convenience receptacle in a readily accessible location inside the cabinet.

Convenience receptacle must be a duplex, 3-prong, NEMA 5-15R grounding type outlet that complies with UL Standard 943.

#### 86-3.05C Surge Arrestor

Surge arrestor must reduce effects of power line voltage transients and have ratings as follows:

**Surge Arrestor Requirements**

Recurrent peak voltage	184 V(ac)
Energy rating, maximum	20 J
Power dissipation, average	0.85 W
Peak current for pulses less than 7 $\mu$ s	1,250 A

Standby current must be 1 mA or less for 120 V(ac), 60 Hz sinusoidal input.

#### 86-3.05D Terminal Blocks

Terminal block must be rated 600 V(ac), minimum, and have nickel-, silver-, or cadmium-plated brass binder head screw terminal.

Heavy duty terminal block must be rated at 20 A and have 12 position with No. 10 x 5/16-inch nickel-plated brass binder head screws and nickel-plated brass inserts. Each position must have 2 screw-type terminals. Terminal block must be barrier type with shorting bars in each of the 12 positions, and must have integral type marking strips.

Light duty terminal block must be rated at 5 A and have 12 positions with No. 6 x 1/8 inch binder head screws. Each position must have 1 screw-type terminal.

### 86-3.06 COMPONENTS

#### 86-3.06A Toggle Switches

Toggle switch must:

1. Have poles as required
2. Be rated at 200 percent of circuit current for circuits of 10 A or less and 125 percent of circuit current for circuits over 10 A

#### 86-3.06B Cartridge Fuses

Install cartridge fuse in panel-mounted fuseholder. Fuse type and rating must be as recommended by the fuse manufacturer for protecting the load.

#### 86-3.06C Circuit Breakers

Circuit breaker must comply with Section 86-2.11, "Service," except breaker must have a minimum interrupting capacity of 5,000 A, rms.

### 86-3.06D Connectors

Use connector designed to interconnect various parts of circuit together and constructed for the application involved. Design connector for positive connection of circuit and easy insertion and removal of mating contacts. Connector must be permanently keyed to prevent improper connection of circuit.

Connector, or device plugging into connector, must have positive connection to prevent a circuit from breaking due to vibration, a pull on connecting cable, or similar disruptive force.

## 86-4 TRAFFIC SIGNAL FACES AND FITTINGS

### 86-4.01 VEHICLE SIGNAL FACES

Each vehicle signal face must:

1. Be adjustable and allow for 360-degree rotation about vertical axis
2. Comply with ITE publication ST-017B, "Vehicle Traffic Control Signal Heads"
3. Comply with California Test 604, except for arrow and "X" faces
4. Have 3 sections arranged vertically: red at top, yellow at center, and green at bottom
5. Be of the same manufacturer and material, if more than 1 is installed at an intersection, except for programmed visibility type
6. Be sealed with neoprene gasket at top opening
7. Be LED modules

#### 86-4.01A Signal Sections

Each signal section must comply with the following:

1. Maximum height must be 10-1/4 inches for an 8-inch section and 14-3/4 inches for a 12-inch section.
2. Housing must:
  - 2.1. Be either die-cast or permanent mold-cast aluminum, or if specified, be structural plastic.
  - 2.2. Comply with ITE publication ST-017B if die-cast or permanent mold-cast aluminum is used.
  - 2.3. Have a 1-piece, hinged, square-shaped door designed to allow access for relamping without the use of tools. Door must be secured to hold the door closed during loading tests. Module or lens must be watertight and mounted in the door.
3. Hinge pins, door latching devices, and other exposed hardware must be Type 304 or 305 stainless steel. Interior screws and fittings must be stainless steel, or steel with a corrosion resistant plating or coating.
4. Opening must be placed on top and bottom to receive 1-1/2-inch pipe. The 8-inch and 12-inch sections of an individual manufacturer must be capable of joining to form a signal face in any combination. This interchangeability is not required between metal and plastic sections.
5. Gaskets must be made of a material that is not affected if installed in a section with metal or plastic housing that is continuously operated for 336 hours.

Structural failure is described as follows:

**Signal Section Structural Failure**

Signal Section Type	Requirements	Description of Structural Failure
Metal	California Test 666	Fracture within housing assembly or deflection of more than half the lens diameter of signal section during wind load test
Plastic	California Test 605	Fracture within housing assembly or deflection of more than 10 degrees in either the vertical or horizontal plane after wind load has been removed from front of signal face, or deflection of more than 6 degrees in either the vertical or horizontal plane after wind load has been removed from back of signal face

#### 86-4.01A(1) Metal Signal Sections

Each metal signal section must have a metal visor. Metal signal faces requiring backplates must have metal backplates.

### 86-4.01A(2) Plastic Signal Sections

Housing must be molded in 1 piece, or fabricated from 2 or more pieces and joined into a single piece. Plastic must have ultraviolet stability, be unaffected by lamp heat, and be self-extinguishing. Housing and door must be colored throughout and be black, matching Color No. 17038, 27038, or 37038 of Federal Standard 595B.

Each face section must be joined to adjacent section by one of the following:

1. Minimum of 3 machine screws for 8-inch sections and 4 machine screws for 12-inch sections, installed through holes near front and back of housing. Each screw must be a No. 10 and have a nut, flat washer, and lock washer.
2. Two machine screws, each with a nut, flat washer, and lock washer, installed through holes near the front of the housing, and a fastening through the 1-1/2-inch pipe opening. Fastening must have 2 large flat washers to distribute the load around the pipe opening and 3 carriage bolts, each with a nut and lock washer. Minimum screw size must be No. 10. Minimum carriage bolt size must be 1/4 inch.

Supporting section of each signal face supported only at top or bottom must have reinforcement.

Reinforcement plate must be either sheet aluminum, galvanized steel, or cast aluminum. Each plate must be a minimum of 0.11-inch thick and have a hole concentric with 1-1/2-inch pipe-mounting hole in the housing. Place reinforcement plate as follows:

**Reinforcement Plate Placement**

Type of Reinforcement Plate	Placement
Sheet aluminum	Inside and outside of housing
Galvanized steel	Inside of housing
Cast aluminum	Outside of housing

Reinforcement plates placed outside of the housing must be finished to match signal housing color and be designed to allow proper serrated coupling between signal face and mounting hardware. Minimum of 3 No. 10 machine screws must be installed through holes in each plate and matching holes in the housing. Each screw must have a round or binder head, a nut, and lock washer.

If signal face is supported by a Type MAS side attachment slip-fitter inserted between 2 sections, place spacers between the 2 sections. Vertical dimension of spacers must allow proper seating of serrations between the slip-fitter and the 2 sections. In addition to the fastening through the large openings in housing, the 2 sections must join with at least 2 machine screws through holes near the front of housing and the spacers, and through matching holes in a reinforcing plate installed in housing. Machine screws must be No. 10 minimum size. Spacers must be made of same material as signal housing.

If reinforcing webs are used to connect back of housing to top, bottom, and sides, reinforcing plates are not required.

Holes for machine screws must be either cast or drilled during signal section manufacturing. Surround each hole with a 1/8-inch minimum width boss to allow contact between signal sections about axis of hole.

Each plastic signal section must have a plastic or metal visor. Plastic signal faces requiring backplates must have plastic backplates.

Serrated nylon washer must be inserted between each plastic signal section and metal mounting assembly. Each washer must be between 3/16- and 1/4-inch thick. Serrations must match those on signal section and mounting assembly.

### 86-4.01B Electrical Components

Conductors must be connected to a terminal block mounted inside, at the back of housing. Terminal block must have enough screw type terminals or NEMA type tab connectors to end all field and module or lamp conductors independently. Permanently identify terminal with field conductors attached or color code conductors to facilitate field wiring.

### 86-4.01C Visors

Include removable visor with each signal section. Comply with ITE publication ST-017B. Visors are classified by lens enclosure as full circle, tunnel or cap. Bottom opens for tunnel type and both, bottom and lower sides open for cap type. Visors must be tunnel type.

Visor must have a downward tilt between 3 and 7 degrees with a length of:

1. 9-1/2-inch minimum for nominal 12-inch round lenses
2. 7 inch for nominal 8-inch round lenses

Metal visor must be formed from 0.050-inch, minimum thickness, aluminum alloy sheet.

Plastic visor must be either formed from sheet plastic or assembled from one or more injection, rotational, or blow-molded plastic sections. Material must be of a black homogeneous color with lusterless finish. Sections must be joined using thermal, chemical, or ultrasonic bonding, or with aluminum rivets and washers permanently colored to match visor.

Secure each visor to its door and prevent removal or permanent deformation when wind load specified in California Test 605 for plastic visors or 666 for metal visors is applied to its side for 24 hours.

If directional louvers are used, fit louvers snugly into full-circular signal visors. Outside cylinder must be constructed of 0.030-inch nominal thickness, or thicker, sheet steel and vanes must be constructed of 0.016-inch nominal thickness, or thicker, sheet steel, or the cylinder and vanes must be constructed of 5052-H32 aluminum alloy of equal thickness.

#### **86-4.02 (BLANK)**

#### **86-4.03 (BLANK)**

#### **86-4.04 BACKPLATES**

Background light must not be visible between backplate and signal face or between sections.

Plastic backplates must be either formed from sheet plastic or assembled from extruded, molded, or cast sections. Sections must be factory joined using one of the following:

1. Appropriate solvent cement
2. Aluminum rivets and washers painted or permanently colored to match backplate
3. No. 10 machine screws with washers, lock washers, and nuts, painted to match backplate

Backplate material must be of black homogeneous color with a lusterless finish. Secure each plastic backplate to the plastic signal face in a manner that prevents its removal or permanent deformation when the wind-load test is applied to either the front or back of signal face. Permanent deformation of any portion of backplate must not exceed 5 degrees forward or backward after wind loading is applied for 24 hours.

If plastic backplate requires field assembly, join with at least 4 No. 10 machine screws at each field-assembled joint. Each machine screw must have an integral or captive flat washer, a hexagonal head slotted for a standard screwdriver, and either a locking nut or a nut and lockwasher. Machine screws, nuts, and washers must be stainless steel or steel with a zinc or black-oxide finish.

If a metal backplate has 2 or more sections, fasten sections with rivets or aluminum bolts peened after assembly to avoid loosening.

Instead of the screws shown on the plans, you may use self-threading No. 10 steel screws to fasten plastic backplates to plastic signal face. Each screw must have an integral or captive flat washer, a hexagonal head slotted for a standard screwdriver, and is stainless steel or steel with a zinc or black-oxide finish.

#### **86-4.05 PROGRAMMED VISIBILITY VEHICLE SIGNAL FACES**

Programmed visibility signal face and its installation must comply with Section 86-4.01, "Vehicle Signal Faces," Section 86-4.04, "Backplates," and Section 86-4.08, "Signal Mounting Assemblies."

Each programmed visibility signal section must:

1. Have a nominal 12-inch diameter circular or arrow indication
2. Comply with ITE publication ST-017B for color and arrow configuration
3. Have a cap visor
4. Have an adjustable connection that provides incremental tilting from 0 to 10 degrees above or below horizontal while maintaining a common vertical axis through couplers and mountings

Terminal connection must allow external adjustment about the mounting axis in 5-degree increments.

Signal must be mountable with ordinary tools and capable of servicing without tools. Preset adjustment at 4 degrees below horizontal.

Visibility of each programmed visibility signal face must be capable of adjustment or programming, within the face. When programmed, each signal face's indication must be visible only in those areas or lanes to be controlled, except that during dusk and darkness a faint glow to each side is allowed.

You must program the head as recommended by the manufacturer.

#### **86-4.06 PEDESTRIAN SIGNAL FACES**

Message symbols for pedestrian signal faces must be white "WALKING PERSON" and Portland orange "UPRAISED HAND." Comply with ITE Standards: "Pedestrian Traffic Control Signal Indications" and California MUTCD. Each symbol's height must be at least 10 inches and width must be at least 6-1/2 inches.

Luminance of "UPRAISED HAND" symbol must be 1,100 foot-lamberts, minimum, and luminance of "WALKING PERSON" symbol must be 1,550 foot-lamberts, minimum, when tested as specified in California Test 606.

Uniformity ratio of an illuminated symbol must not exceed 4 to 1 between the highest luminance area and the lowest luminance area.

Luminance difference between a nonilluminated symbol and the background around the symbol must be less than 30 percent when viewed with the visor and front screen in place and at a low sun angle.

Each housing, including front screen, must have maximum overall dimensions of 18-1/2-inch width, 19-inch height, and 11-1/2-inch depth.

All new pedestrian signal faces installed at an intersection must be the same make and type.

##### **86-4.06A Type A**

Each Type A pedestrian signal face must include a housing, 1 LED pedestrian signal combo module and a front screen.

##### **86-4.06B Front Screen**

Front screen installation for each Type A signal must comply with one of the following:

1. Install, tilting downward, at an angle of  $15 \pm 2$  degrees out from the top, an aluminum honeycomb screen with 0.2-inch cells, 3/8-inch thick, or a plastic screen of 3/8-inch squares, 1/2-inch thick with wall thickness of 1/16-inch. Completely cover message plate. Include a clear front cover of 1/8-inch minimum thickness acrylic plastic sheet or 1/16-inch minimum thickness polycarbonate plastic. Hold screen and cover firmly in place with stainless steel or aluminum clips or stainless steel metal screws.
2. Install a 1-1/2-inch deep eggcrate or Z crate type screen of 1/32-inch nominal thickness polycarbonate. Mount screening in a frame constructed of 0.040-inch minimum thickness aluminum alloy or polycarbonate. Install screen parallel to face of message plate and hold in place with stainless steel screws.

The Department will test screens in a horizontal position with its edges supported. When a 3-inch diameter, 4-pound steel ball is dropped on the screen from a height of 4 feet above, the front screen must not fracture, separate at the welds, or compress more than 1/8-inch. When pedestrian housing is used to support front screen during test, remove message plate from pedestrian signal housing, so there is no back support for the screen.

Screen and frame must be one of the following:

1. Manufactured from aluminum anodized flat black
2. Finished with lusterless black exterior grade latex paint formulated for application to properly prepared metal surfaces
3. Manufactured from flat black plastic

##### **86-4.06C Housing**

Pedestrian signal housing must comply with Section 86-4.01A, "Signal Sections."

##### **86-4.06D Finish**

Paint exterior of each housing as specified in Section 86-2.16, "Painting."

##### **86-4.06E Control**

Pedestrian signals must be controllable by solid-state switching devices specified for traffic signal controller assemblies.

##### **86-4.06F Terminal Blocks**

Include light duty terminal block, as specified in Section 86-4.01B, "Electrical Components," with each pedestrian signal face.

## **86-4.07 (BLANK)**

### **86-4.08 SIGNAL MOUNTING ASSEMBLIES**

Signal mounting assembly must include:

1. 1-1/2-inch standard steel pipe or galvanized conduit
2. Pipe fitting made of ductile iron, galvanized steel, aluminum alloy Type AC-84B No. 380, or bronze
3. Mast arm and post top slip-fitters, and terminal compartments made of cast bronze or hot-dip galvanized ductile iron

After installation, clean and paint exposed threads of galvanized conduit brackets and bracket areas damaged by wrench or vise jaws. Use wire brush to clean and apply 2 coats of approved unthinned zinc-rich primer, organic vehicle type, as specified in Section 91, "Paint." Do not use aerosol can.

Fit each terminal compartment with a terminal block having a minimum of 12 positions, each with 2 screw-type terminals. Each terminal must accommodate at least five No. 14 conductors. Include a cover on compartment for ready access to terminal block. Terminal compartment used to bracket mount signals must be bolted securely to pole or standard.

Horizontal dimension of mounting assembly members between vertical centerline of terminal compartment or slip-fitter, and the vertical centerline of each signal face must not exceed 11 inches, except where required for proper signal face alignment or to allow programming of programmed visibility signal faces.

Mounting assembly members must be plumb or level, symmetrically arranged, and securely assembled.

Mounting assembly must be watertight, and free of sharp edges or protrusions that might damage conductor insulation. Include positive locking serrated fittings that, if mated with similar fittings on signal faces, will prevent faces from rotating.

Orient each mounting assembly to allow maximum horizontal clearance to adjacent roadway.

Use slip-fitter for post-top mounting of signals. Fit slip-fitter over a 4-1/2-inch outside diameter pipe or tapered standard end. Include cadmium-plated steel set screws. Include an integral terminal compartment for each slip-fitter used to post-top mount signals with brackets.

Do not install signal faces at an intersection until all other signal equipment, including complete controller assembly, is in place and ready for operation. You may mount signal faces if covered or not directed toward traffic.

### **86-4.09 FLASHING BEACONS**

Flashing beacon must include:

1. Single section traffic signal face with yellow or red LED module indications
2. Backplate
3. Tunnel visor
4. Flashing beacon control assembly

Beacon flasher unit must be independent of intersection flasher unit.

#### **86-4.09A Flashing Beacon Control Assembly**

##### **86-4.09A(1) Enclosure**

Enclosure must be:

1. NEMA 3R with a dead front panel and a hasp with a 7/16-inch hole for a padlock
2. Powder coated, hot-dip galvanized, or factory-applied rust resistant prime coat and finish coat

##### **86-4.09A(2) Circuit Breakers and Switches**

Circuit breakers must comply with Section 86-2.11, "Service."

Switch for manually operating sign lighting circuit must be a single-hole-mounting toggle type with a single pole and throw and rated at 12 A, 120 V(ac). Furnish switch with an indicating nameplate reading "Auto-Test."

##### **86-4.09A(3) Flasher**

Comply with Section 8, "Solid-State Flashers," of NEMA Standards publication No. TS 1.

Flasher must be a solid-state device with no contact points or moving parts.



Include 2 output circuits to allow alternate flashing of signal faces. Flasher must be able to carry a minimum of 10 A per circuit at 120 V(ac).

**86-4.09A(4) Wiring**

Conductors and wiring in the enclosure must comply with Section 86-2.09B(1), "Cabinet and Enclosure Installation."

**86-4.09A(5) Terminal Blocks**

Terminal blocks must be:

1. Rated 25 A, 600 V(ac)
2. Molded phenolic or nylon material
3. Barrier type with plated brass screw terminals and integral marking strips

**86-5 DETECTORS**

**86-5.01 VEHICLE DETECTORS**

Sensor unit and isolator must comply with TEES.

**86-5.01A Inductive Loop Detectors**

**86-5.01A(1) General**

Inductive loop detector includes a completely installed loop or group of loops, in the roadway, lead-in cable, and a sensor unit, with power supply installed in a controller cabinet.

**86-5.01A(2) (Blank)**

**86-5.01A(3) Construction Materials**

Conductor for each inductive loop detector must be continuous, unspliced, and one of the following:

**Conductor Options for Inductive Loop Detector**

Option	Specifications
Type 1 loop wire	Type RHW-USE neoprene-jacketed or Type USE cross-linked polyethylene insulated, No. 12, stranded copper wire with a 40 mils minimum thickness at any point.
Type 2 loop wire	Type THWN or Type XHHW, No. 14, stranded copper wire in a plastic tubing. Plastic tubing must be polyethylene or vinyl, rated for use at 105 °C, and resistant to oil and gasoline. Outside diameter of tubing must be 0.27 inch maximum with a wall thickness of 0.028 inch minimum.

Conductor for loop detector lead-in cable must be two No. 16, 19 x 29, stranded, tinned copper wires, comply with the calculated cross sectional area of ASTM B 286, Table 1, and be one of the following:

**Conductor Options for Loop Detector Lead-In Cable**

Option	Specifications
Type B lead-in cable	Insulated with 20 mils of high-density polyethylene. Conductors must be twisted together with at least 2 turns per foot and the twisted pair must be protected with a copper or aluminum polyester shield. A No. 20, minimum, copper drain wire must be connected to equipment ground within cabinet. Cable must have a high-density polyethylene or high-density polypropylene outer jacket with a nominal thickness of 32 mils. Include an amorphous interior moisture penetration barrier of nonhydroscopic polyethylene or polypropylene fillers.
Type C lead-in cable	Comply with International Municipal Signal Association (IMSA) Specification No. 50-2. A No. 20, minimum, copper drain wire must be connected to equipment ground within cabinet.

#### 86-5.01A(4) Installation Details

Install loop conductors without splices and end in nearest pull box. Seal open end of cable jacket or tubing similar to splicing requirements to prevent water from entering. Do not make final splices between loops and lead-in cable until loop operations under actual traffic conditions is approved.

Splice all loop conductors for each direction of travel for same phase of a traffic signal system, in same pull box, to a detector lead-in cable that runs from pull box adjacent to loop detector to a sensor unit mounted in controller cabinet.

End all loop conductors in a pull box or terminal strip in the cabinet.

Identify and band conductors for inductive loop installations. Band, in pairs, by lane, in the pull box adjacent to the loops and near the end of conductors in the cabinet. Bands must comply with Section 86-2.09, "Wiring."

If HMA surfacing is to be placed, install loop conductors before placing uppermost layer of HMA. Install conductors in compacted layer of HMA immediately below the uppermost layer. Install conductors as shown on the plans, except fill slot with sealant flush to the surface.

When cutting loops:

1. Residue from slot cutting activities must not be allowed to flow across shoulders or lanes occupied by public traffic and must be removed from the pavement surface before residue flows off. Dispose of residue from slot cutting activities under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."
2. Surplus sealant must be removed from adjacent road surface without using solvents before setting.

Sealant for filling slots must comply with one of the following:

#### Elastomeric Sealant

Polyurethane material that will, within stated shelf life, cure only in the presence of moisture. Sealant must be suitable for use in both HMA and PCC.

The cured sealant must have the following performance characteristics:

**Performance Characteristics of Cured Sealant**

Specification	ASTM	Requirement
Hardness (indentation) at 25 °C and 50% relative humidity. (Type A, Model 1700 only)	D 2240 Rex.	65-85
Tensile Strength: Pulled at 508 mm per minute	D 412 Die C	3.45 MPa, min.
Elongation: Pulled at 508 mm per minute	D 412 Die C	400%, min.
Flex at -40 °C: 0.6-mm free film bend (180°) over 13-mm mandrel	--	No cracks
Weathering Resistance: Weatherometer 350 h, cured 7 days at 25 °C @ 50% relative humidity	D 822	Slight chalking
Salt Spray Resistance: 28 days at 38 °C with 5% NaCl, Die C & pulled at 508 mm per minute	B 117	3.45 MPa, min. tensile 400%, min. elongation
Dielectric Constant over a temperature range of -30 °C to 50 °C	D 150	Less than 25% change

#### Asphaltic Emulsion Sealant

Comply with State Specification 8040-41A-15. Use for filling slots in HMA pavement that are a maximum of 5/8 inch in width. Do not use where the slope causes the material to run from the slot. Material must not be thinned beyond manufacturer's recommendations. Place material when air temperature is at least 7 °C.

#### Hot-Melt Rubberized Asphalt Sealant

Hot-melt rubberized asphalt must be:

1. In solid form at room temperature and fluid at application temperature of 190 °C to 205 °C. Fumes must be non-toxic.
2. Suitable for use in both HMA and PCC.

3. Melted in a jacketed, double-boiler type melting unit. Temperature of heat transfer medium must not exceed 245 °C.
4. Applied with a pressure feed applicator or pour pot, when the pavement surface temperature is greater than 4 °C.
5. Packaged in containers clearly marked "Detector Loop Sealant" and specifying manufacturer's batch and lot number.

The cured sealant must have the following performance characteristics:

**Performance Characteristics of Cured Sealant**

Specification	ASTM	Requirement
Cone Penetration, 25 °C, 150 g, 5 s	D 5329, Sec. 6	3.5 mm, max
Flow, 60 °C	D 5329, Sec. 8	5 mm, max
Resilience, 25 °C	D 5329, Sec. 12	25%, min
Softening Point	D 36	82 °C, min
Ductility, 25 °C, 50 mm/min	D 113	300 mm, min
Flash Point, COC, °C	D 92	288 °C, min
Viscosity, Brookfield Thermosel, No. 27 Spindle, 20 rpm, 190 °C	D 150	Less than 25% change

**86-5.01B Magnetic Detectors**

Cable from pull box, adjacent to magnetic detector sensing element, to the field terminals in the controller cabinet must be the type specified for inductive loop detectors.

**86-5.02 PEDESTRIAN PUSH BUTTON ASSEMBLIES**

Housing must be either die-cast or permanent mold-cast aluminum, or ultraviolet stabilized, self-extinguishing structural plastic, if specified. Plastic housing must be black matching Color No. 17038, 27038 or 37038 of Federal Standard 595B, and colored throughout. Assembly must be rainproof and shockproof in any weather condition.

Switch must be a single-pole, double-throw, switching unit, with screw type terminals, rated 15 A at 125 V(ac), and must have:

1. Plunger actuator and a U frame to allow recessed mounting in push button housing
2. Operating force of 3.5 pounds
3. 1/64-inch maximum pretravel
4. 7/32-inch minimum overtravel
5. 0.0004- to 0.002-inch differential travel
6. 2-inch minimum diameter actuator

Where pedestrian push button is attached to a pole, shape housing to fit the pole curvature and secure. Include saddles to make a neat fit if needed.

Where a pedestrian push button is mounted on top of a 2-1/2-inch diameter post, fit housing with a slip-fitter and use screws for securing rigidly to post.

Pedestrian push button signs must be porcelain enameled metal or structural plastic.

Install push button and sign on crosswalk side of pole.

Point arrows on push button signs in the same direction as the corresponding crosswalk.

Attach sign on Type B push button assembly.

For Type C pedestrian push button assembly, mount instruction sign on the same standard as the push button assembly, using 2 straps and saddle brackets. Straps and saddle brackets must be corrosion-resisting chromium nickel steel and comply with ASTM A 167, Type 302B. Theft-proof bolts must be stainless steel with a chromium content of at least 17 percent and a nickel content of at least 8 percent.

**86-6 LIGHTING**

**86-6.01 HIGH PRESSURE SODIUM LUMINAIRES**

High pressure sodium luminaires must be the enclosed cutoff type.

Housing must be manufactured from aluminum. Painted or powder-coated housing must withstand a 1,000-hour salt spray test as specified in ASTM B 117.

Other metal parts must be corrosion resistant.

Each housing must include a slip-fitter that can be mounted on a 2-inch pipe tenon and can be adjusted 5 degrees from the axis of the tenon. Clamping brackets of slip-fitter must not bottom out on housing bosses when adjusted within the  $\pm 5$  degree range.

The slip-fitter mounting bracket must not permanently set in excess of 0.020-inch when the 3/8-inch diameter cap screw used for mounting is tightened to 10 foot-pounds.

Luminaire to be mounted horizontally on mast arm, when tested as specified in California Test 611, must be capable of withstanding cyclic loading for a minimum of 2 million cycles without failure of any luminaire parts as follows:

**Cyclic Loading**

Plane	Internal Ballast	Minimum Peak Acceleration Level <sup>a</sup>
Vertical	Removed	3.0 G peak-to-peak sinusoidal loading (same as 1.5 G peak)
Horizontal <sup>b</sup>	Installed	1.5 G peak-to-peak sinusoidal loading (same as 0.75 G peak)
Vertical	Installed	1.0 G peak-to-peak sinusoidal loading (same as 0.5 G peak)

<sup>a</sup>G = Acceleration of gravity

<sup>b</sup>Perpendicular to direction of mast arm

If a photoelectric unit receptacle is included, a raintight shorting cap must be installed. If luminaire housing has a hole for the receptacle, hole must be permanently closed, covered, and sealed with weatherproof material.

Optical system must be in a sealed chamber and include:

1. Reflector shaped so that a minimum of light is reflected through the arc tube of the lamp. Reflector surface must be specular and protected by either an anodized finish or a silicate film on its specular surface.
2. Refractor or lens mounted in a door frame that is hinged to the housing and secured with a spring-loaded latch. Refractor must be made of glass or polycarbonate plastic. Lens must be made of heat- and impact-resistant glass.
3. Lamp socket that is a porcelain enclosed mogul-multiple type. Shell must include integral lamp grips to assure electrical contact under conditions of normal vibration. Socket must be mounted in the luminaire to allow presetting a variety of specified light distribution patterns. Socket must be rated for 1,500 W and 600 V(ac), and a 4 kV pulse.
4. Lamp.

Sealing must be provided by a gasket between the reflector and:

1. Refractor or lens
2. Lamp socket

Chamber must allow for filtered flow of air in and out of the chamber from lamp heat. Filtering must be accomplished by either a separate filter or a filtering gasket.

If components are mounted on a down-opening door, door must be hinged and secured to luminaire housing separately from refractor or flat lens frame. Door must be easily removable and replaceable, and secured to housing to prevent accidental opening when refractor or flat lens frame is opened.

Field wires connected to luminaire must terminate on a barrier-type terminal block secured to the housing. Terminal screws must be captive and equipped with wire grips for conductors up to No. 6. Each terminal positions must be clearly identified.

Minimum light distribution for each luminaire must meet the isolux diagrams.

Maximum brightness of each cutoff luminaire, with the lamp indicated, must be as follows:

**Cutoff Type**

Lamp ANSI Code No.	Lamp Wattage	Maximum Brightness foot-lamberts
S55	150	40
S66	200	40
S50	250	50
S67	310	60
S51	400	75

Brightness readings will be taken using a brightness meter with an acceptance angle of 1.5 degrees. When measured on the 90-degree and 270-degree lateral angle line, maximum brightness must not exceed above specified brightness when meter is located at a horizontal distance of 120 feet and a vertical distance of 7.5 feet between luminaire and meter, or at an angle of 3 degrees 35 minutes from the horizontal to the line between luminaire and meter. Measurements must be made from 90-degree line and 270-degree line, and averaged. Lamp used for each test must operate at wattage necessary to produce the following light output:

<b>Light Output</b>	
Lamp Wattage	Lumens
150	16,000
200	22,000
250	27,000
310	37,000
400	50,000

**86-6.01A High Pressure Sodium Lamp Ballasts**

Each ballast must:

1. Operate the lamp for its rated characteristics and wattage
2. Continuously operate at ambient air temperatures from -20 °C to 25 °C without reduction in ballast life
3. Operate for at least 180 cycles of 12 hours on and 12 hours off, with the lamp circuit in an open or short-circuited condition and without measurable reduction in operating requirements
4. Have a design life of not less than 60,000 hours
5. Provide proper starting and operating waveforms, voltage, and current
6. Provide reliable lamp starting and operation at ambient temperature down to -20 °C for the rated life of lamp

Ballast must be tested as specified in ANSI C82.6-1980, "Methods of Measurement of High-Intensity-Discharge Lamp Ballasts."

Starting aids for ballast of a given lamp wattage must be interchangeable between ballasts of same wattage and manufacturer, without adjustment.

Each integral ballast must consist of separate components that can be easily replaced. An encapsulated starting aid will be counted as a single component. Each component must include screw terminals, NEMA tab connectors, or a single multi-circuit connector. Conductors and terminals must be identified.

Mount heat-generating component so as to use the portion of the luminaire it is mounted to as a heat sink. Place capacitor a maximum practicable distance from heat-generating components or thermally shield to limit the case temperature to 75 °C.

Transformer and inductor must be resin-impregnated for protection against moisture. Capacitors, except those in starting aids, must be metal cased and hermetically sealed.

The Department will test high-pressure sodium lamp ballast. High-pressure sodium lamp ballast must have a characteristic curve that will intersect both of the lamp-voltage limit lines between the wattage limit lines and remain between the wattage limit lines throughout the full range of lamp voltage. This requirement must be met at the rated input voltage of the ballast and at the lowest and highest rated input voltage of the ballast.

Throughout the lifetime of the lamp, ballast curve must fall within the specified limits of the lamp voltage and wattage.

Ballast for luminaires must be located in the luminaire housing.

**86-6.01A(1) Regulator Type Ballasts**

Regulator type ballast must comply with the following:

1. For nominal input voltage and lamp voltage, ballast design center must not vary more than 7.5 percent from rated lamp wattage.
2. Ballast must be designed for a capacitance variance of ±6 percent that will not cause more than ±8 percent variation in lamp wattage regulation during rated lamp life.
3. Lamp current crest factor must not exceed 1.8 for input voltage variation of ±10 percent at any lamp voltage during lamp life.

Regulator-type ballast must be one of the following:

**Regulator-Type Ballast**

Ballast Type	Power Factor	Lamp Regulation
Lag-type <sup>a</sup>	Not less than 90 percent throughout the life of lamp when ballast is operated at nominal line voltage with a nominally-rated reference lamp	Lamp wattage regulation spread does not vary by more than 18 percent for ±10 percent input voltage variation from nominal through life
Lead-type <sup>b</sup>	Not less than 90 percent throughout the life of lamp when ballast is operated at nominal line voltage with a nominally-rated reference lamp	Lamp wattage regulation spread does not vary by more than 30 percent for ±10 percent input voltage variation from nominal through life

<sup>a</sup>Primary and secondary windings must be electrically isolated

<sup>b</sup>Constant wattage autoregulator (CWA)

**86-6.01A(2) Nonregulator Type Ballasts**

Each nonregulator type ballast must comply with the following:

1. For nominal input voltage and lamp voltage, ballast design center must not vary more than 7.5 percent from rated lamp wattage.
2. Lamp current crest factor must not exceed 1.8 for input voltage variation of ±5 percent at any lamp voltage during lamp life.

**Nonregulator-Type Ballast**

Ballast Type	Power Factor	Lamp Regulation
Autotransformer or High-Reactance	Not less than 90 percent throughout the life of lamp when ballast is operated at nominal line voltage with a nominally-rated reference lamp	Lamp wattage regulation spread does not vary by more than 25 percent for ±5 percent input voltage variation from nominal through life

**86-6.01B High Pressure Sodium Lamps**

High pressure sodium lamps must comply with ANSI C 78.42, "High Pressure Sodium Lamps," when tested as specified in ANSI C 78.389, "American National Standard for Electric Lamps - High Intensity Discharge-Methods of Measuring Characteristics." High pressure sodium lamps must have a minimum average rated life of 24,000 hours.

**86-6.02 LOW PRESSURE SODIUM LUMINAIRES**

Each low pressure sodium luminaire must be completely assembled with a lamp and ballast, and must:

1. Be the enclosed type, either semi-cutoff or cutoff type.
2. Include housing, reflector, refractor or lens, lamp socket, integral ballast, removable ballast tray, lamp support, terminal strip, capacitor, and slip fitter. Reflector may be an integral part of the housing.

Luminaire housing must be minimum 1/16-inch thick, corrosion resistant die cast aluminum sheet and plate with concealed continuous welds, or minimum nominal wall thickness of 3/32-thick acrylonitrile-butadiene-styrene sheet material, on a cast aluminum frame that provides mounting for all electrical components and slip fitter. Housing must be divided into optical and power compartments that are individually accessible for service and maintenance. Position and clamp luminaire to pipe tenon by tightening mounting bolts.

Painted exterior surface of luminaire must be finished with a fused coating of electrostatically applied polyester powder paint or other ultraviolet inhibiting film. Color must be aluminum gray.

High temperature neoprene, or equal, sealing ring must be installed in pipe tenon opening to prevent entry of water and insects into power and optical compartments.

Access to power unit assembly must be through a weathertight hinged cover, secured with spring type latches or captive screws, to luminaire housing.

Hardware must be stainless steel or cadmium plated. Use machine screws or bolts to secure removable components. Do not use sheet metal screws.

Semi-cutoff luminaires and molded refractor style cutoff luminaires must include a refractor. Other cutoff luminaires must include a flat lens.

Refractor must be 1-piece injection molded polycarbonate of 3/32 inch minimum thickness, or 1-piece injection molded acrylic of 1/8 inch minimum thickness. Flat lens must be 1-piece polycarbonate of 3/32 inch minimum thickness, mounted to metal frame. Refractor assembly and flat lens assembly must be constructed to rigidly maintain its shape, and hinged and secured with spring type latches to luminaire housing. Alternate methods of manufacturing refractor may be approved provided minimum specified thicknesses are maintained.

Lamp socket must be high temperature, flame retardant thermoset material with self-wiping contacts or equivalent. Socket must be rated for 660 W and 1,000 V(ac). Position of socket and support must maintain the lamp in correct relationship with reflector and refractor for designed distribution pattern.

Isofootcandle distribution must be ANSI Type III, short or Type IV, medium distribution, for cutoff or semi-cutoff luminaires.

With a 40-foot mounting height, each type of luminaire must maintain a minimum of 0.2 footcandle at least 60 feet each side, along the longitudinal roadway line below the luminaire, and a minimum of 0.35 footcandle at a transverse roadway distance from luminaire location equal to 1.5 times the luminaire mounting height.

Certified luminaire performance data must be provided. This data must include complete photometric test data in isofootcandle charts at a scale of 1 inch equals 20 feet, for the luminaire and lamp sizes shown on the plans.

Alternate data may be in horizontal footcandle values recorded on a 15' x 15' area extending 90 feet longitudinally each side of the light source, and 15 feet behind and 90 feet in front of the light source, for luminaire and lamp sizes, and mounting height shown on the plans. Horizontal footcandle levels in data submitted must equal or exceed levels specified. Failure to meet referenced values will be justification for rejection of the luminaires.

Photometric testing must be performed and certified by an independent and recognized testing laboratory.

Low pressure sodium lamps must:

1. Be 180 W, single-ended, bayonet base, tubular gas discharge lamp
2. Maintain a minimum of 93 percent of initial lumens during rated life and must comply with the following minimum performance requirements:

**Performance Requirements**

Lamp Designation	ANSI L74-RF-180
Initial Lumens	33,000 lumens
Rated Ave. Life (@ 10 hrs/Start)	18,000 hours
Operating Position	Horizontal ±20 degrees

3. Reach 80 percent of light output within 10 minutes and must restrike within 1 minute after an outage due to power interruption or voltage drop at the lamp socket
4. Identify the month and year of installation.
5. Have an autotransformer or high-reactance type ballast. The ballast must comply with the following:
  - 5.1. Lamp current crest factor must not exceed 1.8 at nominal line voltage
  - 5.2. Ballast loss must not exceed 24 percent for 180 W ballast at nominal line voltage

**Autotransformer or High-Reactance Type Ballast**

Ballast Type	Power Factor	Lamp Operation
Autotransformer or High-Reactance	Not less than 90 percent when ballast is operated at nominal line voltage with a nominally-rated reference lamp	Lamp wattage regulation spread does not vary by more than ±6 percent for ±10 percent input voltage variation from nominal through life

A multi-circuit connector must be included for quick disconnection of ballast tray.

**86-6.03 SOFFIT AND WALL LUMINAIRES**

Soffit and wall luminaire must be weatherproof and corrosion resistant.

Each flush-mounted soffit luminaire must consist of:

1. Metal body with two 1-inch minimum conduit hubs and provisions for anchoring into concrete
2. Prismatic refractor made of heat-resistant polycarbonate mounted in a door frame and clearly identified as to street side
3. Specular anodized aluminum reflector
4. Ballast located either within housing or in a ceiling pull box as shown on the plans
5. Lamp socket

The door frame assembly must be hinged, gasketed, and secured to body by at least 3 machine screws. Each pendant soffit luminaire must be enclosed and gasketed, have an aluminum finish, and include:

1. Reflector with a specular anodized aluminum finish
2. Refractor made of heat-resistant polycarbonate
3. Optical assembly hinged and latched for lamp access and a device to prevent dropping
4. Ballast designed for operation in a raintight enclosure
5. Galvanized metal box with a gasketed cover, 2 captive screws, and 2 chains to prevent dropping and for luminaire mounting

Each wall-mounted luminaire must consist of:

1. Cast metal body
2. Prismatic refractor, made of glass, mounted in a door frame
3. Aluminum reflector with a specular anodized finish
4. Integral ballast
5. Lamp socket
6. Gasket between refractor and body
7. At least two 5/16-inch minimum diameter mounting bolts

Cast-aluminum bodies to be cast into or mounted against concrete must have a thick application of alkali-resistant bituminous paint on all surfaces to be in contact with concrete.

Each soffit luminaire and wall luminaire must include a 70 W high-pressure sodium lamp with a minimum average rated life of 24,000 hours. Each lamp socket must be positioned to locate the light center of the lamp within 1/2 inch of light center location of the luminaire design.

Ballast must comply with Section 86-6.01A, "High Pressure Sodium Lamp Ballasts." Wall luminaire ballast must be located in luminaire housing or, if shown on the plans, in a pull box adjacent to luminaire.

#### **86-6.04 PEDESTRIAN CROSSING FIXTURES**

Before starting fixture manufacturing, submit fixture design for approval. If requested, submit 1 complete prototype fixture for approval at least 30 days before manufacturing the fixtures. The prototype fixture will be returned to you, and if permitted, the fixture may be installed in the work.

Lens unit in door section must be formed of 1-1/2-inch methyl methacrylate rod cut and fire-glazed for a clear finish or a cast unit with equivalent tolerances and finish.

Lens must be secured to door section with an extruded lens retainer of 6063-T5 aluminum alloy that fits the lens shape. Lens retainer must fit the full length of lens on both sides. Continuous lens retainer for the full length of 3 lenses is allowed. Z bars of 5052-H32 or 5005-H14 aluminum alloy, 1/16 inch minimum thickness may be substituted for extruded lens retainer.

A captive positive-keyed screw-type latching device requiring a special socket wrench must be installed at upper edge to secure door in the closed position as shown on the plans. Furnish 2 special wrenches to the Engineer.

Each fixture must include a F48T12/CW rapid start fluorescent lamp with recessed, double contact base installed on back side of door directly behind lens.

Each lampholder must be UL listed for outdoor use without an enclosure and with 1,500 mA rapid start fluorescent lamp. Lampholder must be spring-loaded type.

For each lamp, the distance from face of lampholder to the lamp must be designed to provide a compression of at least 0.10-inch on the spring-type lampholder when lamp is in place. Lamp must have positive mechanical and electrical contact when lamp is in place. Socket on spring-type lampholder must have enough travel to allow lamp installation. Spring must not be a part of current-carrying circuit.

Ballast must be high-power-factor type with weatherproof leads for operation of one 48-inch rapid-start lamp. Ballast must be UL listed for outdoor operation on 110 to 125 V(ac) 60 Hz circuit and rated at 1,500 mA.



Conductors from ballast leads to lampholder must be minimum size of No. 16, stranded, and UL-listed copper AWM. Splicing of lampholder conductors to ballast leads must be performed by using mechanically secure connectors.

Conductors in fixture except ballast leads and entrance line conductors, must be UL-listed AWM.

Provide sufficient slack in the conductors to allow the fixture door to fully open.

Circuit conductors entering the fixture must be terminated on molded phenolic barrier-type terminal blocks rated at 15 A and 600 V(ac) and must have integral-type white waterproof-marking strips. Current-carrying parts of terminal blocks must be insulated from fixture with integral plugs or strips to provide protection from line-to-ground flashover voltage. Terminal blocks must be attached to wireway cover in top section. If you use sectionalized terminal blocks, each section must include an integral barrier on each side and be capable of rigid mounting and alignment.

Exposed surfaces of fixture must be uniform in appearance and free from significant defects, including improper fit, dents, deep scratches and abrasions, burrs, roughness, off-square ends, holes off-center or jagged, and surface irregularities. Screws for attaching components to fixture door, including Z bars, ballasts, and terminal block, must be tapped into door from the inside only. Screwheads, nuts, or other fasteners must not be removable from the outside.

#### **86-6.04A Pedestrian Undercrossing Fixtures**

Fixture shell must be cast aluminum alloy, industrial type or Federal Class 18 aluminum of 1/4 inch minimum thickness.

Door must be 1 piece of 6061-T6 aluminum alloy of 1/8 inch minimum thickness.

Continuous piano hinge must be Type 1100 aluminum alloy. The piano hinge must be welded or riveted to door section with 1/8 inch aluminum rivets. Matching holes must be drilled in the hinge and lower edge of fixture. After shell is in place, door assembly must be attached by minimum 3/8-inch No. 8 stainless steel self-tapping screws.

A neoprene gasket must be attached to frame to provide a cushion between the shell and the door.

Chain or other device must be included to prevent the door, when fully opened, from coming in contact with the undercrossing wall.

Fixture must be held in place by three 3/8" x 8" anchor bolts with 2 nuts each.

Fixture surfaces in contact with concrete, and with anchor bolts and nuts must be painted with a thick application of alkali-resistant bituminous paint. Paint must comply with MIL-P-6883.

Circuit conductor entering the fixture must be terminated on 2-position terminal blocks.

Both ends of fixture must have holes for 1-inch conduit. Unused holes must be plugged with pressed metal closures.

#### **86-6.04B Pedestrian Overcrossing Fixtures**

Fixture shell must consist of:

1. Top section and a door section of extruded 6063-T5 aluminum alloy, each with a nominal 1/8 inch wall thickness
2. 2 cast-end sections of 319 aluminum alloy
3. Internal wireway cover of 505-H32 aluminum alloy

Top section and door section must be joined together on one side by a continuous hinge formed as part of the 2 extrusions and must overlay to allow locking on the other side. Hinge must be treated with a silicone grease that will prevent the entrance of water by capillary action.

Wireway cover with 3/16 inch hemmed ends up and terminal blocks and circuit conductors must be inserted before welding end sections and must provide clearance at both ends for conductors. Cover must be fastened by at least two 1/4 inch No. 4 self-threading sheet metal screws with binding head and blunt point. You may substitute blind rivets of equivalent strength.

One or more bronze sash chains or other device must be included to prevent door from opening to an extent that will damage the hinge.

Lampholder must include heat-resistant circular cross section neoprene sealing gasket, silver-coated contacts, and waterproofed lead entrance for use with a 1,500 mA rapid start fluorescent lamp.

Ballast must be at most 13-1/4 inches long.

Circuit conductors entering the fixture must be terminated on 3-position terminal blocks.

Electrical system of pedestrian overcrossing must be grounded by a No. 8 copper wire installed in conduit from fixture to fixture, from end fixture to conduit fitting on end post and from conduit fitting on end post to grounding bushing in nearest pull box.

Ground wire must be secured to inside of telescoping sleeve end casting where conductors are carried and to the inside of Type LB conduit fitting on end post by a connecting lug and a No. 8 self-threading pan screw.

Lamp, lampholder, ballast, and fixture wire, must be attached to door section. Terminal blocks must be attached to top section or wireway cover.

Three No. 10, solid copper circuit conductors must be installed between terminal blocks as part of each completed fixture.

Before shipment to job site, fixture must be completely manufactured and assembled in the shop.

**86-6.05 INDUCTION SIGN LIGHTING FIXTURES**

Each induction sign lighting fixture must include housing with door, reflector, refractor or lens, lamp, power coupler, high frequency generator, socket assembly, fuse block, and fuses.

Each induction sign lighting fixture must:

1. Be designed for mounting near the bottom of sign panel on an overhead sign structure.
2. Be an enclosed design and be raintight and corrosion resistant.
3. Have a minimum average rating of 60,000 hours.
4. Be for a wattage of 87 W, 120/240 V(ac).
5. Have a power factor greater than 90 percent and total harmonic distortion less than 10 percent.
6. Be UL approved for wet locations and be FCC Class A-listed.
7. Not exceed 44 pounds in weight.
8. Include the manufacturer's brand name, trademark, model number, serial number, and date of manufacture on packaged assembly. Same information must be permanently marked on the outside and inside of housing.
9. Comply with minimum horizontal footcandle requirement shown on the plans.
10. Be a maximum height of 12 inches above the top of the mounting rails.

If fixture is located so that the light center of the lamp is 55 inches in front of, 1 foot below, and centered on a 10-foot high by 20-foot wide sign panel, the ratio of maximum to minimum illuminance level on the panel must not exceed 12 to 1 in 95 percent of the points measured. Illuminance gradient must not exceed 2 to 1 and is defined as the ratio of minimum illuminance on a 1-foot square of panel to that on an adjacent 1-foot square of panel.

Each fixture must have a mounting assembly that will allow fixture to be mounted on continuous slot channels. Mounting assembly must be either cast aluminum, hot-dip galvanized steel plate, or steel plate that has been galvanized and finished with a polymeric coating system or same finish that is used for housing.

Housing must have a door designed to hold a refractor or lens, and to open without the use of special tools. Housing and door must be manufactured of sheet or cast aluminum, and have a powder coat or polyester paint finish of a gray color resembling unfinished manufacturing. Sheet aluminum must comply with ASTM B 209 or B 209M for 5052-H32 aluminum sheet. External bolts, screws, hinges, hinge pins, and door closure devices must be corrosion resistant.

Housing must include weep holes.

Door must be hinged to housing on side of fixture away from the sign panel and include 2 captive latch bolts or other latching device. Door must be designed to lock in the open position, 50 degrees minimum from the plane of the door opening, with an 85-mph 3-second-wind-gust load striking the door from either side.

Door and housing must be gasketed to be raintight and dusttight. Thickness of gasket must be 1/4 inch, minimum.

Fixture height must be less than 12 inches above the top of mounting rails.

Reflector must be 1 piece, made from specularly finished aluminum protected with an electrochemically applied anodized finish or a chemically applied silicate film, and designed so deposited water due to condensation will drain away. Reflector must be secured to housing with a minimum of 2 screws and removable without removing any fixture parts. Do not attach reflectors to outside of housing.

Refractor or lens must have a smooth exterior and must be manufactured from the material as follows:

**Refractor and Lens Material Requirements**

Component	Manufactured From
Flat lens	Heat-resistant glass
Convex lens	Heat resistant, high-impact resistant tempered glass
Refractor	Borosilicate heat resistant glass

Refractor and convex lens must be designed or shielded so no fixture luminance is visible if fixture is approached directly from the rear and viewing level is the bottom of the fixture. If a shield is used, it must be an integral part of the door casting.

Each fixture must include an 85 W induction lamp with an interior wall that is fluorescent phosphor-coated. Light output must be at least 70 percent at 60,000 hours. Lamp must have a minimum color-rendering index of 80, be rated at a color temperature of 4,000K and be removable without the use of tools.

Lamp socket must be a porcelain enclosed mogul type with a shell that contains integral lamp grips to assure electrical contact under normal vibration conditions. Center contact must be spring-loaded. Shell and center contact must be nickel-plated brass. Socket must be rated for 1,500 W and 600 V(ac).

Power coupler must include a construction base with antenna, heat sink, and electrical connection cable, and be designed so it can be removed with common hand tools.

High frequency generator must:

1. Start and operate lamps at an ambient temperature of -25 °C or greater for the rated life of the lamp
2. Operate continuously at ambient air temperatures from -25 °C to 25 °C without reduction in generator life
3. Have a design life of at least 100,000 hours at 55 °C
4. Have an output frequency of 2.65 MHz  $\pm$  10 percent
5. Have radio frequency interference that complies with FCC Title 47, Part 18, regulations regarding harmful interference
6. Be replaceable with common hand tools
7. Mounted so the fixture can be used as a heat sink

Conductor terminal must be identified by the component terminal the conductor connects to.

Submit a copy of the high frequency generator test methods and results from the manufacturer with each lot of fixtures.

Each fixture must include a barrier-type fuse block for terminating field connections. Fuse block must:

1. Be secured to housing and be accessible without removal of any fixture parts
2. Be mounted to leave a minimum of 1/2 inch air space from sidewalls of housing
3. Be designed for easy removal of fuses with a fuse puller, be rated at 600 V(ac), and have box terminals.

Fuses must be 13/32-inch diameter, 1-1/2 inch long ferrule type and UL or NRTL listed. For 120 V(ac) input fixture, only the ungrounded conductor must be fused and there must be a solid link between the neutral and the high frequency generator.

If shown on the plans, include a wire guard to prevent damage to the refractor or lens. Guard must be constructed of 1/4-inch minimum diameter galvanized steel wire, and either hot-dip galvanized or electroplated-zinc coated as specified in ASTM B 633, Service Condition SC4 with a clear chromate dip treatment. Guard elements must be spaced to prevent rocks larger than 1-1/2-inch diameter from passing through.

#### **86-6.06 SIGN LIGHTING FIXTURES FOR FLASHING BEACON**

Sign lighting fixture must:

1. Be UL or NRTL listed for outdoor installation
2. Include a hood with side outlet tapped for conduit, a symmetrical 10-inch steel reflector with a white porcelain-enamel finish, and a medium base socket
3. Be rated at 150 W minimum

#### **86-6.07 INTERNALLY ILLUMINATED STREET NAME SIGNS**

Sign fixture must be:

1. Designed and constructed to prevent deformation or failure when subjected to an 85 mph 3-second-wind-gust load as specified in AASHTO publication, "Standard Specifications for Structural Supports of Highway Signs, Luminaires and Traffic Signals," and its interim revisions
2. Manufactured from all new material and all ferrous parts must be galvanized or cadmium-plated
3. Type A or B signs

Top and bottom must be formed or extruded aluminum and must be attached to formed or cast aluminum end fittings. Housing must be designed for continuous sealing between top and bottom assemblies, and end fittings, and be constructed to resist torsional twist and warp. Opening or removing 1 panel must allow access to the interior of the sign for lamp, ballast, and fuse replacement.

Photoelectric unit sockets are not allowed.

For Type A sign, both sides must be hinged at the top to allow installation or removal of sign panel, and to allow access to interior of sign.

For Type B sign, sign panel must be slide-mounted into housing.

Reflectors may be used to obtain required sign brightness. Reflectors must be formed aluminum with acrylic baked white enamel surface having a minimum reflectance of 0.85.

Sign panel must be slide-mounted or rigid-mounted in a frame, with white legend, symbols, arrows, and border on each face. Background must be green.

Sign panels surface must be evenly illuminated. Average of brightness readings for letters must be 150 foot-lamberts, minimum. Light transmission factor of sign panel must provide a letter to background brightness ratio between 10 to 1 and 20 to 1. Background luminance must not vary by more than 40 percent from the average background brightness reading. Luminance of letters, symbols, and arrows must not vary by more than 20 percent from their average brightness readings.

Sign panels must be translucent, high impact, resistant plastic panels of one of the following:

1. Glass fiber reinforced acrylated resin
2. Polycarbonate resin
3. Cellulose acetate butyrate plastic

Paint on the outside of plastic must be protected by a plastic film that seals the front surface of panel and filters out ultraviolet radiation. Paint must be acrylic plastic type.

Surface must be free of blemishes in the plastic or coating that may impair the serviceability or detract from the general appearance and color matching of sign.

White or green color must not fade or darken when sign is exposed to an accelerated test of ultraviolet light equivalent to 2 years of outdoor exposure. Green color of sign, when not illuminated, must match Color No. 14109 of Federal Standard 595B.

Sign panel must not crack or shatter when a 1-inch diameter, steel ball with a weight of 2.4 ounces is dropped from a height of 8.5 feet above the sign panel to any point of sign panel. For this test, sign panel must be lying in a horizontal position and supported within its frame.

For Type A sign, gasket must be installed between sign panel frame and fixture housing to prevent water entry between frame and fixture housing. Gasket must be uniform and even-textured, and be the closed-cell, sponge-neoprene type, designed for use at temperatures between -20 °C and +74 °C.

Gasket must be neatly applied to thoroughly degreased, clean surface with a suitable heat-resistant adhesive that will not allow the gasket to slip at temperatures between -20 °C and +74 °C.

Ballast must be high power factor type and capable of starting the lamp at -20 °C and above.

Ballast for Type A sign must be rated at 200 mA. Ballasts for Type B sign must be rated at 430 mA. Ballast must be UL or NRTL listed for operation on 110 to 125 V(ac), 60 Hz circuits, and comply with ANSI C 82.1 and ANSI C 82.2.

Lampholder must be UL or NRTL listed for outdoor use and of the spring-loaded type. Lampholder must have silver-coated contacts and waterproofed entrance leads for use with a rapid-start fluorescent lamp. Removal of lamp from socket must de-energize the primary of ballast. Each lampholder must include heat-resistant, circular cross section, partially-recessed neoprene ring to seal against lamp ends and protect electrical contacts from moisture, dirt or other injurious elements.

Distance between face of lampholders must be designed to provide compression of at least 0.10 inch on the spring-type lampholder when lamp is in place. Lamp must have positive mechanical and electrical contact when lamp is in place. Socket on spring-type lampholder must have sufficient travel to allow lamp installation. Spring must not be a part of current carrying circuit. Lampholder must match lamp requirements and must not increase cathode filament circuit resistance by more than 0.10 Ω.

Lamp must comply with ANSI C 78.

Wiring connections in fixture must be terminated on molded, phenolic, barrier-type, terminal blocks rated at 15 A, 1,000 V(ac), and must have integral-type white waterproof-marking strips. Current carrying parts of terminal blocks must be insulated from fixture with integral plugs or strips to provide protection from line-to-ground flashover voltage. If you choose to use sectionalized terminal blocks, each section must include an integral barrier on each side and be capable of rigid mounting and alignment. Terminal screws must be No. 10, minimum.

Fuses must be Type 3AG, miniature, slow-blowing type with appropriate current and voltage ratings.

Fuseholder must be a panel-mounting type with threaded or bayonet-type knob that grips the fuse tightly for extraction. Use a separate fuse for each ballast.

Screened weep holes must be constructed at strategic locations in members subject to moisture collection.

Fasteners, screws, and hardware must be passive stainless steel, Type 302 or 304, or aluminum Type 6060-T6.

Top of fixture housing must have 2 free-swinging mounting brackets. Each bracket must be adjustable vertically for leveling the sign to either a straight or curved mast arm. Bracket assembly must allow fixture to swing perpendicular to the sign panel.

Hinge pins for the free-swinging brackets must have a minimum diameter of 1/4 inch.

Message, as shown on the plans, must be displayed on both sign panels.

If not shown on the plans, the message and the size of symbols or arrows will be given by the Engineer at your request. Letters must be 8-inch upper case and 6-inch lower case, Series E.

Fixture conductors must be UL- or NRTL-listed AWM stranded copper wire with 28 mils, minimum, thermoplastic insulation, rated at 1,000 V(ac) and rated for use at 90 °C. Conductors must be No. 16 minimum and must match color coding of ballast leads.

Conductors within the fixture must be secured with easily removable spring cross straps, not clamped, in the chassis or fixture. Straps must be installed 12 inches apart or less.

Stranded copper conductors connected to screw-type terminals must terminate in approved crimp-type ring connectors.

Splices are not allowed within fixture.

Submit shop drawings showing the message for each sign, including size of letters, symbols or arrows, as shown on the plans. If requested, you must supply, without cost to the State, sufficient samples of materials to be used in the manufacturing of the sign or a complete sign assembly, to allow adequate testing and evaluation of compliance to specified requirements.

**86-6.08 PHOTOELECTRIC CONTROLS**

Photoelectric controls must be capable of directly switching multiple lighting systems.

**86-6.08A Types**

Photoelectric control type must comply with the following:

**Photoelectric Control Types**

Type I	Includes a remote photoelectric unit and a test switch housed in an enclosure.
Type II	Includes a remote photoelectric unit, a separate contactor located in a service equipment enclosure, and a test switch located in service equipment enclosure.
Type III	Includes a remote photoelectric unit, a separate contactor, and a test switch housed in an enclosure.
Type IV	Includes a photoelectric unit that plugs into an EEI-NEMA twist-lock receptacle integral with the luminaire.
Type V	Includes a photoelectric unit, contactor, and test switch located in service equipment enclosure.

A switch to allow manual operation of lighting circuit must be included for each Type I, Type II, Type III, and Type V photoelectric control. Switches must be single-hole mounting toggle type, single-pole, single-throw, rated at 12 A with a voltage rating that matches the circuit. Switches must have an indicating nameplate reading "Auto-Test" and be connected in parallel with the load contacts of the photoelectric unit. Test switches must not have an "OFF" position.

Photoelectric unit for Types I, II, and III photoelectric controls, must be pole-top mounted.

**86-6.08B Equipment Details**

**86-6.08B(1) Photoelectric Unit**

Photoelectric unit must:

1. Have an output in response to changing light levels. Response level must remain stable throughout life of control unit.
2. Have a "turn-on" between 1 and 5 footcandles, and a "turn-off" between 1.5 and 5 times "turn-on." Measurements must be made by procedures in EEI-NEMA standards for physical and electrical interchangeability of light-sensitive control devices used in the control of roadway lighting.
3. Have a EEI-NEMA type receptacle. Mounting brackets must be used where pole-top mounting is not possible. Photoelectric controls must be installed at locations show on the plans and oriented.
4. Be screened to prevent artificial light from causing cycling.
5. Have a supply voltage rating of 60 Hz, 105-130 V(ac), 210-240 V(ac), or 105-240 V(ac), as specified.

6. Have a load rating of 800 W minimum, incandescent, high intensity discharge, or fluorescent.
7. Operate at a temperature range of -20 °C to 55 °C.
8. Have a power consumption less than 10 W.
9. Be housed in a weatherproof enclosure.
10. Have a base with a 3-prong, EEI-NEMA standard, twist-lock plug mounting.
11. Have a "fail-on" feature.

Unit components must not require periodic replacement.

Photoelectric controls, except Type IV and Type V, must include a 4-inch minimum inside diameter, pole-top mounting adaptor containing a terminal block, and cable supports or clamps to support pole wires.

For switching 480 V(ac), 60 Hz circuits, a 100 VA, minimum, 480/120 V(ac) transformer must be installed in the contactor enclosure to allow 120 V(ac) for the photoelectric control unit. If more than 1 photoelectric unit is to be installed at a location, a single transformer with a volt-ampere rating capable of handling the total controlled load, may be used.

#### **86-6.08B(2) Contactor**

Contactor must:

1. Have contacts rated to switch the specified lighting load
2. Be normally open
3. Be the mechanical armature type with contacts of fine silver, silver alloy, or superior alternative material

#### **86-6.08B(3) Enclosure**

Enclosure for Type I and Type III photoelectric controls must be NEMA 3R. Enclosure must be supplied with a factory-applied rust-resistant prime coat and finish coat. Two applications of paint to match the color of the standard must be applied as specified in Section 86-2.16, "Painting." Enclosure may be hot-dip galvanized instead of painting. A minimum of 2-1/2 inches must be provided between contactor terminals and end of enclosure for wiring connections. Enclosure must be mounted on the same standard as the photoelectric unit at a height of about 6 feet above finished grade.

#### **86-6.08B(4) Terminal Blocks**

Terminal blocks must be rated at 25 A, 600 V(ac), molded from phenolic or nylon material, and of the barrier type with plated-brass screw terminals and integral-type marking strips.

### **86-6.09 TRANSFORMERS**

Multiple-to-multiple transformers must be single-phase dry type designed for operation on a 60 Hz supply.

#### **86-6.09A Electrical Requirements**

Transformers must have a decal showing a connection diagram. Diagram must show either color-coding or wire-tagging with primary (H1, H2) or secondary (X1, X2) markers, and the primary and secondary voltage and volt-ampere rating. Transformers must comply with the following:

**Transformer Electrical Requirements**

Transformer Characteristic	Multiple-to-Multiple Unit
Rating	120/480 V(ac), 240/480 V(ac), or 480/120 V(ac)
Efficiency	Exceed 95 percent
Secondary Voltage Regulation and Tolerance	±3 percent from half load to full load

Secondary 480 V(ac) windings must be center-tapped.

#### **86-6.09B Physical Requirements**

External leads for multiple-to-multiple secondary connections must be Type USE, No. 10, rated 600 V(ac).

Transformer leads must extend a minimum of 12 inches from the case.

Transformer insulation must be NEMA 185 C or better.

Multiple-to-multiple transformers must withstand the application of 2,200 V(ac) from core to coils and from coil to coil for a 1-minute period.

The above tests must be made immediately after operation of transformer at full load for 24 hours.

Non-submersible transformers must include metal half-shell coil protection, have moisture resistant synthetic varnish impregnated windings, and be suitable for outdoor operation in a raintight enclosure.

Each transformer to be installed in a pull box must be the submersible type and include a handle and a hanger.

#### **86-6.09C Submersible Type Transformers**

Submersible type transformers must be securely encased in a rugged corrosion resistant, watertight case and must withstand a 5-day test submerged in 2 feet of salt water, 2 percent salt by weight, with 12-hour on and off periods. The operating periods must be at full load.

Leads of submersible transformers must be brought out through one or more sealed hubs and secured to withstand a 100 pound static pull without loosening or leaking.

#### **86-6.10 (BLANK)**

#### **86-6.11 FALSEWORK LIGHTING**

##### **86-6.11A General**

Falsework lighting must include lighting to illuminate the pavement, portals, and pedestrian walkways at or under openings in the falsework required for traffic.

Lighting for pedestrian walkway illumination must be installed at all pedestrian openings through or under falsework.

Before starting falsework opening construction, you must submit a plan of proposed lighting installations for review and obtain approval. Approval will be made as specified in Section 5-1.02, "Plans and Working Drawings."

You must design falsework lighting so that required maintenance can be performed with a minimum of inconvenience to public traffic. Closing of traffic lanes for routine maintenance will not be permitted on roadways with posted speed limits greater than 25 mph.

Pavement under falsework with portals less than 150 feet apart and falsework portals must be illuminated only during the hours of darkness as defined in Division 1, Section 280, of the California Vehicle Code. Photoelectric switches must be used to control falsework lighting systems. Pavement under falsework with portals 150 feet or more apart and all pedestrian openings through falsework must be illuminated 24 hours per day.

Lighting fixtures must be aimed to avoid glare to oncoming motorists.

Type NMC cable with No. 12 minimum conductors, with ground wire, must be used. Fasten cable to supporting structure at sufficient intervals to adequately support cable and within 12 inches from every box or fitting. Conductors within 8 feet of ground must be enclosed in a 1/2 inch or larger metal conduit.

Each illumination system must be on a minimum of 1 separate branch circuit at each bridge location. Each branch circuit must be fused, not to exceed 20 A.

For falsework lighting, you must arrange with the serving utility to complete service connections. You must pay for energy, line extension, service, and service hookup costs.

At completion of project or when ordered by the Engineer, falsework lighting equipment will become your property and you must remove it from the job site.

You may propose a lighting plan that fulfills light intensity requirements to the systems specified herein. You must supply sufficient data to allow evaluation of alternative methods.

##### **86-6.11B Pavement Illumination**

Illumination of pavement at vehicular openings through falsework must comply with the following:

1. Fixture must include R/FL commercial type floodlamp holder with protective covers.
2. Fixture must be fully adjustable with brackets and locking screws, and allow mounting directly to a standard metal junction box.
3. Lamp must be medium-base 120 V(ac), 120 W, minimum, PAR-38 quartz-halogen floodlamp.
4. A continuous row of fixture types required must be installed at locations and spacing specified. Fixtures must be installed beneath falsework structure, with the end fixtures not further than 10 feet inside portal faces. Fixtures must be installed and energized immediately after the members supporting them have been erected.
5. Fixtures along the sides of the opening must be placed not more than 4 feet behind or 2 feet in front of the roadway face of the temporary railing. Mounting heights of fixtures must be between 12 and 16 feet above the roadway surface and must present an unobstructed light pattern on the pavement.

### **86-6.11C Portal Illumination**

Illumination of falsework portals must comply with the following:

1. On each side of each entrance portal, plywood sheet clearance guides, 4 feet wide by 8 feet high, must be fastened vertically, facing traffic, with the bottom of the panel 3 feet to 4 feet above the roadway. The center of the panel must be located approximately 3 feet horizontally behind the roadway face of the railing. Panels must be freshly painted for each installation with not less than 2 applications of flat white paint. Paint testing will not be required.
2. If ordered by the Engineer, in order to improve the general appearance of the painted surfaces, you must repaint designated areas and that painting will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."
3. Falsework portals must be illuminated on the side facing traffic with 150 W, minimum, PAR reflector floodlamps mounted on the structure directly over each vertical support adjacent to the traveled way, as needed to uniformly illuminate the exterior falsework beam, the clearance guides, and the overhead clearance sign. Each lamp must be supported approximately 16 feet above the pavement and approximately 6 feet in front of the portal face.
4. Portal lighting and clearance guides must be installed on the day that vertical members are erected.

### **86-6.11D Pedestrian Walkway Illumination**

Illumination of pedestrian openings through or under falsework must comply with the following:

1. Fixtures must be flush-mounted in the overhead protection shield and equipped with a damage-resistant clear polycarbonate diffuser lens. Lamps must be standard incandescent 100 W, 120 V(ac).
2. Fixtures must be centered over the passageway at intervals of not more than 15 feet with the end fixtures not more than 7 feet inside the end of the pedestrian openings.
3. Pedestrian passageway light systems must be installed immediately after the overhead protection shield is erected.

## **86-7 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT**

### **86-7.01 REMOVING ELECTRICAL EQUIPMENT**

Existing electrical equipment, pull boxes, and conduits, to be removed and not reused or salvaged, become your property and you must dispose of it under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way." Unused underground conduit may be abandoned in place after all conductors have been removed, except that conduit terminations from conduit to be abandoned must be removed from pull boxes to remain.

Exercise care in salvaging equipment so that it will not be damaged or destroyed. Mast arms must be removed from standards. Luminaires, signal heads, and signal mounting assemblies must be removed from standards and mast arms.

Holes resulting from removing pull boxes must be filled with material equivalent to the surrounding material.

### **86-7.02 REINSTALLING REMOVED ELECTRICAL EQUIPMENT**

If removed electrical equipment is to be reinstalled, you must supply all necessary materials and equipment, including signal mounting assemblies, anchor bolts, nuts, washers, and concrete as required to complete the new installation.

Luminaires to be reinstalled must be cleaned and relamped.

Existing materials required to be reused and found to be unsatisfactory by the Engineer must be replaced with new material and the replacement cost will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

## **86-8 PAYMENT**

### **86-8.01 PAYMENT**

The contract lump sum price or prices paid for signal, ramp metering, flashing beacon, lighting, sign illumination, traffic monitoring station, highway advisory radio systems, closed circuit television systems, or combinations thereof; for modifying or removing those systems; for temporary systems; or the lump sum or unit prices paid for various units of those systems; or the lump sum or per foot price paid for conduit of the various sizes, types, and installation methods listed in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing, modifying, or removing the systems, combinations or units thereof, including any necessary pull boxes (except if the type required is shown as a separate contract item); excavation and backfill; concrete foundations (except if shown as a separate contract item); pedestrian barricades; furnishing and installing illuminated street name signs; installing sign panels on pedestrian barricades, on





Label submittals with the manufacturer's name and product information.

**88-1.01C Quality Control and Assurance**

Treat geosynthetics to resist degradation from exposure to sunlight. Using covers, protect geosynthetics from moisture, sunlight, and shipping and storage damage.

**88-1.02 FILTRATION**

**88-1.02A Filter Fabric**

Geosynthetics used for filter fabric must be permeable and nonwoven. Filter fabric must consist of 1 of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Filter fabric must comply with:

<b>Filter Fabric</b>				
Property	ASTM	Specification		
		Class A	Class B	Class C
Grab breaking load, 1-inch grip, lb minimum in each direction	D 4632	157		
Apparent elongation, percent minimum in each direction	D 4632	50		
Puncture strength, lb minimum	D 6241	600		
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr	D 4355	70		
Permittivity, sec <sup>-1</sup> minimum	D 4491	0.5	0.2	0.1
Apparent opening size, average roll value, U.S. Standard sieve size maximum	D 4751	40	60	70

**88-1.03 DRAINAGE**

**88-1.03A Geocomposite Wall Drain**

Geocomposite wall drain must consist of a polymeric core with filter fabric integrally bonded to 1 or both sides of the core creating a stable drainage void.

Filter fabric must comply with Section 88-1.02, "Filtration."

Geocomposite wall drain must comply with:

<b>Geocomposite Wall Drain</b>		
Property	ASTM	Specification
Thickness with fabric, inches maximum	--	2
Transmissivity, gradient = 1.0, normal stress = 5,000 psf, gal/min/ft	D 4716	4

**88-1.04 REINFORCEMENT**

**88-1.04A Geotechnical Subsurface Reinforcement**

**General**

Geosynthetic used for geotechnical subsurface reinforcement must be either of the following:

1. Geotextile
2. Geogrid

Geotextile permittivity must be at least 0.05 sec<sup>-1</sup> determined under ASTM D 4491.

Geogrid must have a regular and defined open area. The open area must be from 50 to 90 percent of the total grid area.

**Long Term Design Strength**

Long Term Design Strength (LTDS) of geosynthetic reinforcement is the ultimate tensile strength in the primary strength direction divided by reduction factors. Calculate the LTDS from the guidelines in Geosynthetic Research Institute (GRI) Standard Practice GG4a, GRI GG4b, or GRI GT7.

The product of the appropriate reduction factors must be at least 1.30. Determine the reduction factor for creep using a 75-year design life for permanent applications and a 5-year design life for temporary applications. Determine the installation damage reduction factor based on the characteristics of the backfill materials used.

If test data is not available, use default values of reduction factors in the GRI Standard Practice to calculate LTDS.

Submit the LTDS and its supporting calculations at least 15 days before placing geosynthetic reinforcement. Do not install before the Engineer's approval. The LTDS must be signed by an engineer who is registered as a civil engineer in the State.

**88-1.05 WATER POLLUTION CONTROL**

Geosynthetics used for water pollution control must comply with:

**Water Pollution Control Geosynthetics**

Property	ASTM	Application						
		Silt Fence		Sediment Filter Bag		Gravel-Filled Bags	Temporary Cover	
		Woven	Non-woven	Woven	Non-woven		Woven	Non-woven
Grab breaking load, 1-inch grip, lb minimum in each direction	D 4632	120	120	200	250	205	200	200
Apparent elongation, percent minimum, in each direction	D 4632	15	50	10	50	--	15	50
Water flow rate, gallons per minute/square foot minimum and maximum average roll value	D 4491	10 - 100	100 - 150	100 - 200	75 - 200	80 - 150	4 - 10	80 - 120
Permittivity, sec <sup>-1</sup> minimum	D 4491	0.05	1.1	1.0	1.0	0.2	0.05	1.0
Apparent opening size, inches maximum average roll value	D 4751	0.023	0.012	0.023	0.012	0.016	0.023	0.012

Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr.	D 4355	70	70	70	70	70	70	70
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**88-1.06 CHANNEL AND SHORE PROTECTION**

**88-1.06A Rock Slope Protection**

Rock slope protection (RSP) fabric must be a permeable, nonwoven, needle-punched geotextile. RSP fabric consists of 1 of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Polymers must be either virgin compounds or clean reworked material. Do not subject virgin compounds to use or processing other than required for initial manufacture. Clean reworked material must be previously processed material from the processor's own production that has been reground, pelletized, or solvated. RSP fabric must not consist of more than 20 percent by weight of clean reworked material. Do not use recycled materials from either post-consumer or post-industrial sources.

Class 8 or Class 10 RSP fabric must comply with:

**Rock Slope Protection Fabric**

Property	ASTM	Specification	
		Class 8	Class 10
Weight, oz/yd <sup>2</sup> minimum	D 5261	7.5	9.5
Grab breaking load, lb 1-inch grip, min. in each direction	D 4632	200	250
Apparent elongation, percent min., in each direction	D 4632	50	50
Permittivity, sec <sup>-1</sup> , minimum	D 4491	1.0	0.70
Apparent opening size, U.S. Standard sieve size minimum and maximum	D 4751	70 - 100	70 - 100
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr.	D4355	70	70

**88-1.07 PAVEMENT INTERLAYER**

**88-1.07A Paving Fabric**

Geosynthetics used for paving fabric must be nonwoven. Paving fabric must comply with:

**Geosynthetic Paving Fabric**

Property	ASTM	Specification
Mass per unit area, oz/yd <sup>2</sup> minimum	D 5261	4.1
Grab breaking load, lb 1-inch grip, minimum, in each direction	D 4632	100
Apparent elongation, percent minimum in each direction	D 4632	50
Hydraulic bursting strength, psi minimum	D 3786	200
Melting point, °F minimum	D 276	325
Asphalt retention, gal/yd <sup>2</sup> minimum	D 6140	0.2

**88-1.07B Paving Mat**

Geosynthetics used for paving mat must be a nonwoven fiberglass and polyester hybrid material. Paving mat must comply with:

**Geosynthetic Paving Mat**

Property	ASTM	Specification
Breaking force, lb/2 inches minimum	D 5035	45
Ultimate elongation, percent maximum	D 5035	5
Mass per unit area, oz/ sq yd minimum	D 5261	3.7
Melting point, °F minimum	D 276	400
Asphalt retention, gal/yd <sup>2</sup> minimum	D 6140	0.10

**88-1.07C Paving Grid**

Geosynthetics used for paving grid must be a geopolymer material formed into a grid of integrally connected elements with openings. Paving grid must comply with:

**Geosynthetic Paving Grid**

Property	Test	Specification		
		Class I	Class II	Class III
Tensile strength at ultimate, lb/in <sup>a</sup> minimum	ASTM D 6637	560 x 1,120	560	280
Aperture size, inch minimum	Calipered	0.5	0.5	0.5
Elongation, % maximum	ASTM D 6637	12	12	12
Mass per area, oz / sqyd minimum	ASTM D 5261	16	10	5.5
Melting point, °F minimum	ASTM D 276	325	325	325

Note:

<sup>a</sup> For Class I, machine direction x cross direction. For Class II and Class III, both directions.

**88-1.07D Paving Geocomposite Grid**

Paving geocomposite grid consists of paving grid specified under Section 88-1.07C, "Paving Grid," bonded or integrated with paving fabric specified under Section 88-1.07A, "Paving Fabric."

Paving geocomposite grid must have a peel strength of at least 10 pounds per foot determined under ASTM D 413.

### 88-1.07E Geocomposite Strip Membrane

Geocomposite strip membrane must consist of various widths of strips manufactured from of asphaltic rubber and geosynthetics. Geocomposite strip membrane must comply with:

Geocomposite Strip Membrane		
Property	ASTM	Specification
Strip tensile strength, lbs/inch minimum	D 882	50
Elongation at break, % minimum	D 882	50
Resistance to puncture, lbs. minimum	E 154	200
Permeance, perms maximum	E 96/E 96M	0.10
Pliability, 1/4 inch mandrel with sample conditioned at 25 °F	D 146	No cracks in fabric or bitumen
Melting point, °F	D 276	325

### 88-1.08 SEPARATION AND STABILIZATION

#### 88-1.08A Subgrade Enhancement Geotextile

Subgrade enhancement geotextile must consist of either of the following:

1. Polyester
2. Polypropylene

Subgrade enhancement geotextile must comply with:

Property	Subgrade Enhancement Geotextile					
	ASTM	Specification <sup>a</sup>				
		Class A1	Class A2	Class B1	Class B2	Class B3
Elongation at break, %	D 4632	<50	≥50	<50	<50	≥50
Grab tensile strength, lb minimum	D4632	250	160	--	320	200
Wide width tensile strength at 5% strain, lb/ft minimum	D 4595	--	--	2,000	--	--
Wide width tensile strength at ultimate strength, lb/ft minimum	D 4595	--	--	4,800	--	--
Tear strength, lb minimum	D 4533	90	60	--	120	80
Puncture strength, lb minimum	D 6241	500	310	620	620	430
Permittivity, sec <sup>-1</sup> minimum	D 4491	0.05	0.05	0.20	0.20	0.20
Apparent opening size, inches maximum	D 4751	0.012	0.012	0.024	0.012	0.012
Ultraviolet stability (retained strength after 500 hrs exposure), % minimum	D 4355	70	70	70	70	70

Notes:

<sup>a</sup> Specifications are based on minimum average roll value in the weaker principle direction except apparent opening size is based on maximum average roll value.

**88-1.09 PAYMENT**

The Department measures and pays for geosynthetics under the specifications requiring their use.

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**SECTION 90 PORTLAND CEMENT CONCRETE  
(Issued 08-05-11)**

**Replace Section 90 with:**

**SECTION 90 PORTLAND CEMENT CONCRETE**

**90-1 GENERAL**

**90-1.01 DESCRIPTION**

Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.

The Contractor shall determine the mix proportions for concrete in conformance with these specifications.

Minor concrete shall contain not less than 505 pounds of cementitious material per cubic yard unless otherwise specified in these specifications or the special provisions.

Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic yard of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (Pounds/CY)
Concrete designated by compressive strength:	
Deck slabs and slab spans of bridges	675 min., 800 max.
Roof sections of exposed top box culverts	675 min., 800 max.
Other portions of structures	590 min., 800 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	675 min.
Roof sections of exposed top box culverts	675 min.
Prestressed members	675 min.
Seal courses	675 min.
Other portions of structures	590 min.
Concrete for precast members	590 min., 925 max.

Except for minor structures, the minimum required compressive strength for concrete in structures or portions of structures shall be the strength specified, or 3600 pounds per square inch at 28 days, whichever is greater.

Except for when a modulus of rupture is specified, the minimum required compressive strength for concrete shall be the strength specified, or 2,500 pounds per square inch, whichever is greater. Concrete shall be proportioned such that the concrete will attain the minimum required compressive strength.

If the specified 28-day compressive strength is 3,600 pounds per square inch or greater, the concrete is designated by compressive strength. For concrete with a 28-day compressive strength greater than 3,600 pounds per square inch, 42 days will be allowed to obtain the specified strength.

For concrete not designated by compressive strength, the Engineer may test the concrete for compressive strength. The concrete will be accepted if the compressive strength at 28 days attains 85 percent or more of the minimum required compressive strength.

Concrete shall be proportioned to conform to the following shrinkage limitations when tested in conformance with the requirements of AASHTO Designation: T 160, modified as follows:

Condition	Maximum Shrinkage of Laboratory Cast Specimens at 28 days Drying (average of 3, %)
Paving and approach slab concrete	0.050
Bridge deck concrete	0.045

Note: Shrinkage requirement is waived for concrete that is used for precast elements.

Shrinkage tests shall be either:

- A. Performed by a laboratory accredited to perform AASHTO Designation: T 160, or
- B. Performed by a laboratory that maintains a current rating of 3 or better for the Cement and Concrete Reference Laboratory (CCRL) concrete proficiency sample program.

Laboratory cast specimens shall have a 4" x 4" cross section. Specimens shall be removed from the molds  $23 \pm 1$  hours after mixing the concrete and placed in lime water at  $73 \pm 3$  °F to 7 days age. A comparator reading shall be taken at 7 days age and recorded as the initial reading. Specimens then shall be stored in a humidity controlled room maintained at  $73 \pm 3$  °F and  $50 \pm 4$  percent relative humidity for the remainder of the test. Subsequent readings shall be taken at 7, 14, 21, and 28 days drying.

Test data verifying conformance to the shrinkage limitations shall be submitted with the mix design. Shrinkage testing data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for concrete with similar proportions and the same materials and material sources to be used on this contract. Concrete shall be considered to have similar proportions if, when compared to concrete to be used on this project, no more than 2 mix design elements are varied. Varied mix design elements shall fall within the tolerances in the following table:

Mix Design Element	Tolerance ( $\pm$ )
Water to cementitious material ratio	0.03
Total water content	5 %
Coarse aggregate (weight per cubic yard)	10 %
Fine aggregate (weight per cubic yard)	10 %
Supplementary cementitious material content	5 %
Admixture (as originally dosed)	25 %

Note: Admixtures must be of the same brand.

Before using concrete or in advance of revising the mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, supplementary cementitious material (SCM) shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

If any concrete has a cementitious material, portland cement, or SCM content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.25 for each pound of cementitious material, portland cement, or SCM that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.

The requirements of the preceding paragraph shall not apply to minor concrete.

## 90-2 MATERIALS

### 90-2.01 CEMENTITIOUS MATERIALS

Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V portland cement and SCM, or a blended cement. No cementitious material shall be used in the work unless it is on the Department's Pre-Qualified Products List at the time of mix design submittal. Information regarding cementitious material qualification and placement on the Department's approved list can be obtained at the Transportation Laboratory.

Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.



Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be piled to permit access for tallying, inspecting, and identifying each shipment.

Facilities shall be provided to ensure that the various cementitious materials meeting this Section 90-2.01 are kept separate from each other and from other cementitious materials. A storage silo containing a cementitious material shall be emptied before using that silo for a different cementitious material. Blended cements with a percentage of SCM differing by more than 2 percentage points are considered different cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.

The Contractor shall furnish a Certificate of Compliance for cementitious materials in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." The Certificate of Compliance shall indicate the source by name and location (including country, state, and city). If cementitious material is delivered directly to the job site, the Certificate of Compliance shall be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product. If blended cement is used, the Certificate of Compliance shall include a statement signed by the blended cement supplier that indicates the actual percentage, by weight, of SCM in the blend. Weight of SCM shall be by weighing device conforming to Section 9-1.01, "Measurement of Quantities," or as determined by chemical analysis.

**90-2.01A Cement**

Portland cement shall conform to the requirements in ASTM Designation: C 150 except the C<sub>3</sub>S content of Type II cement shall not exceed 65 percent.

Blended cement shall conform to the requirements for Portland Blast-Furnace Slag Cement, Type IS (MS) or Portland-Pozzolan Cement, Type IP (MS) in AASHTO Designation: M 240, except that the maximum limits on the pozzolan content shall not apply. Blended cement shall be comprised of Type II or Type V cement and SCM produced by intergrinding portland cement clinker and granulated blast furnace slag, ground granulated blast furnace slag (GGBFS), or pozzolan; by blending portland cement and either GGBFS or finely divided pozzolan; or by a combination of intergrinding and blending.

In addition, Type II portland cement and Type V portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60-percent by mass of alkalies, calculated as the percentage of Na<sub>2</sub>O plus 0.658 times the percentage of K<sub>2</sub>O, when determined by methods as required in AASHTO Designation: T 105; and
- B. The autoclave expansion shall not exceed 0.50-percent

Type III portland cement shall be used only as specified or with the approval of the Engineer. Type III portland cement shall conform to the additional requirements listed above for Type II portland cement. The Contractor may use Type III portland cement in the manufacturing of precast concrete.

**90-2.01B Supplementary Cementitious Materials**

Each supplementary cementitious material shall conform to one of the following:

- A. Fly ash conforming to the requirements in AASHTO Designation: M 295, Class F, and these specifications. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
- B. Ultra fine fly ash (UFFA) conforming to the requirements in AASHTO Designation: M 295, Class F, and the following chemical and physical requirements:

Chemical Requirements	Percent
Sulfur Trioxide (SO <sub>3</sub> )	1.5 max.
Loss on ignition	1.2 max.
Available Alkalies (as Na <sub>2</sub> O) equivalent	1.5 max.

Physical Requirements	Percent
Particle size distribution	
Less than 3.5 microns	50
Less than 9.0 microns	90
Strength Activity Index with portland cement	
7 days	95 (minimum % of control)
28 days	110 (minimum % of control)
Expansion at 16 days when testing job materials in conformance with ASTM C 1567*	0.10 max.

\* In the test mix, Type II or Type V portland cement shall be replaced with at least 12% UFFA by weight.

- C. Raw or calcined natural pozzolans conforming to the requirements in AASHTO Designation: M 295, Class N, and the following requirements and these specifications. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
- D. Metakaolin conforming to the requirements in AASHTO Designation: M 295, Class N, and the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon Dioxide (SiO <sub>2</sub> ) + Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> )	92.0 min.
Calcium Oxide (CaO)	1.0 max
Sulfur Trioxide (SO <sub>3</sub> )	1.0 max.
Loss on ignition	1.2 max.
Available Alkalies (as Na <sub>2</sub> O) equivalent	1.0 max.

Physical Requirements	Percent
Particle size distribution	95
Less than 45 microns	
Strength Activity Index with portland cement	
7 days	100 (minimum % of control)
28 days	100 (minimum % of control)

- E. Ground Granulated Blast Furnace Slag (GGBFS) conforming to the requirements in AASHTO Designation: M 302, Grade 100 or Grade 120.
- F. Silica Fume conforming to the requirements of AASHTO Designation: M 307, with reduction in mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

Commingling of fly ash from different sources at uncontrolled ratios is permissible only if the following criteria are satisfied:

- A. Sources of fly ash to be commingled shall each produce fly ash that conforms to the requirements in AASHTO Designation: M 295, Class F.
- B. Testing of the commingled product is the responsibility of the fly ash supplier.
- C. Each fly ash's running average of relative density shall not differ from any other by more than 0.25 at the time of commingling.
- D. Each fly ash's running average of loss on ignition shall not differ from any other by more than one percent at the time of commingling.
- E. The final product of commingled fly ash shall conform to the requirements in AASHTO Designation: M 295, Class F.

**90-2.01C Required Use Of Supplementary Cementitious Materials**

**General**

The amount of portland cement and SCM used in portland cement concrete shall conform to the minimum cementitious material content provisions in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and these specifications.

The SCM content in portland cement concrete shall conform to one of the following:

- A. Any combination of portland cement and at least one SCM, satisfying Equations (1) and (2):

Equation (1)

$$\frac{(25 \times UF) + (12 \times FA) + (10 \times FB) + (6 \times SL)}{MC} \geq X$$

Where:

- UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard.
- FA = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 10 percent, including the amount in blended cement, pounds per cubic yard.
- FB = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content greater than 10 percent and up to 15 percent, including the amount in blended cement, pounds per cubic yard.
- SL = GGBFS, including the amount in blended cement, pounds per cubic yard.
- MC = Minimum amount of cementitious material specified, pounds per cubic yard.
- X = 1.8 for innocuous aggregate, 3.0 for all other aggregate.

Equation (2)

$$MC - MSCM - PC \geq 0$$

Where:

- MC = Minimum amount of cementitious material specified, pounds per cubic yard.
- MSCM = The minimum sum of SCMs that satisfies Equation (1) above, pounds per cubic yard.
- PC = The amount of portland cement, including the amount in blended cement, pounds per cubic yard.

- B. 15 percent of Class F fly ash with at least 48 ounces of LiNO<sub>3</sub> solution added per 100 pounds of portland cement. CaO content of the fly ash shall not exceed 15 percent.

**Precast Concrete**

The SCM content in precast portland cement concrete shall conform to one of the following:

- A. Any combination of portland cement and SCM, satisfying the following equation:

Equation (3)

$$\frac{(25 \times UF) + (12 \times FA) + (10 \times FB) + (6 \times SL)}{TC} \geq X$$

Where:

- UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard.
- FA = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 10 percent, including the amount in blended cement, pounds per cubic yard.

- FB = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content greater than 10 percent and up to 15 percent, including the amount in blended cement, pounds per cubic yard.
- SL = GGBFS, including the amount in blended cement, pounds per cubic yard.
- TC = Total amount of cementitious material used in the mix, pounds per cubic yard.
- X = 0.0 if precast members are constructed with portland cement concrete using aggregate that is "innocuous" in conformance with the provisions in Section 90-2.02, "Aggregates."
- X = 3.0 for all other aggregate.

- B. 15 percent of Class F fly ash with at least 48 ounces of LiNO<sub>3</sub> solution added per 100 pounds of portland cement. CaO content of the fly ash shall not exceed 15 percent.
- C. Any combination of supplementary cementitious material and portland cement may be used if the expansion of cementitious material and aggregate does not exceed 0.10 percent when tested in conformance with the requirements in ASTM C 1567. Test data shall be submitted with each mix design. Test data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for the same concrete mix and the same materials and material sources to be used on this contract.

### 90-2.02 AGGREGATES

To be considered innocuous, aggregate must be on the Department's approved list, "Innocuous Aggregates for use in Concrete." Information regarding aggregate qualification and placement on the Department's approved list can be obtained at the Transportation Laboratory.

Both coarse and fine aggregate must be on the approved list for the aggregate used in concrete to be considered innocuous.

Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.

The Contractor shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.

Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index,  $D_f$ , of the fine aggregate is 60 or greater when tested for durability in conformance with California Test 229.

If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs are in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

No single Cleanness Value, Sand Equivalent, or aggregate grading test shall represent more than 300 cubic yards of concrete or one day's pour, whichever is smaller.

When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

### 90-2.02A Coarse Aggregate

Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, reclaimed aggregate, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.

Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious material. Reclaimed aggregate shall conform to all aggregate requirements.

Coarse aggregate shall conform to the following quality requirements:

Tests	California Test	Requirements
Loss in Los Angeles Rattler (after 500 revolutions)	211	45% max.
Cleanness Value		
Operating Range	227	75 min.
Contract Compliance	227	71 min.

In lieu of the above Cleanness Value requirements, a Cleanness Value "Operating Range" limit of 71, minimum, and a Cleanness Value "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the coarse aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- A. Coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested in conformance with the requirements in California Test 227; and
- B. Prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

### 90-2.02B Fine Aggregate

Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.

Fine aggregate shall conform to the following quality requirements:

Test	California Test	Requirements
Organic Impurities	213	Satisfactory <sup>a</sup>
Sand Equivalent:		
Operating Range	217	75, min.
Contract Compliance	217	71, min.

<sup>a</sup> Fine aggregate developing a color darker than the reference standard color may be accepted if 95% relative mortar strength is achieved when tested in conformance with ASTM C87.

In lieu of the above Sand Equivalent requirements, a Sand Equivalent "Operating Range" limit of 71, minimum, and a Sand Equivalent "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the fine aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- A. Fine aggregate sampled at the completion of processing at the aggregate production plant had a Sand Equivalent value of not less than 82 when tested by California Test 217; and
- B. Prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

### 90-2.03 WATER

In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, when tested in conformance with

California Test 422, nor more than 1,300 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either of the following results when compared to the same test using distilled or deionized water: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109.

In nonreinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1,500 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417.

In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na<sub>2</sub>O + 0.658 K<sub>2</sub>O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

#### 90-2.04 Admixture Materials

Admixture materials shall be stored and dispensed in liquid form and conform to the following requirements:

- A. Chemical Admixtures—ASTM Designation: C 494.
- B. Air-entraining Admixtures—ASTM Designation: C 260.
- C. Lithium Nitrate shall be in an aqueous solution conforming to the following:
  - 1. Lithium Nitrate (LiNO<sub>3</sub>) must be 30 percent +/- 0.5 percent by weight
  - 2. Sulfate (SO<sub>4</sub>) must be less than 1000 ppm
  - 3. Chloride (Cl) must be less than 1000 ppm
  - 4. Alkalis (Na<sub>2</sub>O + 0.658 K<sub>2</sub>O) must be less than 1000 ppm

### 90-3 AGGREGATE GRADINGS

#### 90-3.01 GENERAL

Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.

Gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
1-1/2" x 3/4"	1"	19 - 41
1" x No. 4	3/4"	52 - 85
1" x No. 4	3/8"	15 - 38
1/2" x No. 4	3/8"	40 - 78
3/8" x No. 8	3/8"	50 - 85
Fine Aggregate	No. 16	55 - 75
Fine Aggregate	No. 30	34 - 46
Fine Aggregate	No. 50	16 - 29

Should the Contractor change the source of supply, the Contractor shall submit in writing to the Engineer the new gradations before their intended use.

### 90-3.02 COARSE AGGREGATE GRADING

The grading requirements for coarse aggregates are shown in the following table for each size of coarse aggregate:

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes							
	1-1/2" x 3/4"		1" x No. 4		1/2" x No. 4		3/8" x No. 8	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2"	100	100	—	—	—	—	—	—
1-1/2"	88 - 100	85 - 100	100	100	—	—	—	—
1"	X ±18	X ±25	88 - 100	86 - 100	—	—	—	—
3/4"	0 - 17	0 - 20	X ±15	X ±22	100	100	—	—
1/2"	—	—	—	—	82 - 100	80 - 100	100	100
3/8"	0 - 7	0 - 9	X ±15	X ±22	X ±15	X ±22	X ±15	X ±20
No. 4	—	—	0 - 16	0 - 18	0 - 15	0 - 18	0 - 25	0 - 28
No. 8	—	—	0 - 6	0 - 7	0 - 6	0 - 7	0 - 6	0 - 7

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

Coarse aggregate for the 1-1/2 inch, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.

When the one inch, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 1" x No. 4 primary aggregate nominal size.

### 90-3.03 FINE AGGREGATE GRADING

Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
3/8"	100	100
No. 4	95 - 100	93 - 100
No. 8	65 - 95	61 - 99
No. 16	X ±10	X ±13
No. 30	X ±9	X ±12
No. 50	X ±6	X ±9
No. 100	2 - 12	1 - 15
No. 200	0 - 8	0 - 10

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the No. 16 sieve and the total percentage passing the No. 30 sieve shall be between 10 and 40, and the difference between the percentage passing the No. 30 and No. 50 sieves shall be between 10 and 40.

Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

### 90-3.04 COMBINED AGGREGATE GRADINGS

Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein.

The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 1-1/2 inch, maximum grading, or the 1 inch, maximum grading, at the option of the Contractor.

**Grading Limits of Combined Aggregates**

Sieve Sizes	Percentage Passing			
	1-1/2" Max.	1" Max.	1/2" Max.	3/8" Max.
2"	100	—	—	—
1-1/2"	90 - 100	100	—	—
1"	50 - 86	90 - 100	—	—
3/4"	45 - 75	55 - 100	100	—
1/2"	—	—	90 - 100	100
3/8"	38 - 55	45 - 75	55 - 86	50 - 100
No. 4	30 - 45	35 - 60	45 - 63	45 - 63
No. 8	23 - 38	27 - 45	35 - 49	35 - 49
No. 16	17 - 33	20 - 35	25 - 37	25 - 37
No. 30	10 - 22	12 - 25	15 - 25	15 - 25
No. 50	4 - 10	5 - 15	5 - 15	5 - 15
No. 100	1 - 6	1 - 8	1 - 8	1 - 8
No. 200	0 - 3	0 - 4	0 - 4	0 - 4

Changes from one grading to another shall not be made during the progress of the work unless permitted by the Engineer.

**90-4 ADMIXTURES**

**90-4.01 GENERAL**

Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.

Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined by California Test 415, shall not be used.

Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.

If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

Chemical admixtures shall be used in conformance with the manufacturer's written recommendations. The manufacturer's written recommendations shall include a statement that the admixtures are compatible with the types and amounts of SCMs used.

**90-4.02 MATERIALS**

Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

**90-4.03 ADMIXTURE APPROVAL**

No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved. Information regarding admixture qualification and placement on the Department's list can be obtained at the Transportation Laboratory.

If the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.

**90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES**

If the use of a chemical admixture is specified, the admixture shall be used at the dosage specified, except that if no dosage is specified, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.



#### **90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES**

The Contractor may use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:

- A. If a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by weight, except that the resultant cementitious material content shall be not less than 505 pounds per cubic yard; and
- B. When a reduction in cementitious material content is made, the dosage of admixture used shall be no less than the dosage used in determining approval of the admixture.

The Contractor may use Type S admixtures conforming to the requirements in ASTM Designation: C 494.

Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

#### **90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES**

When air-entrainment is specified or ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce a concrete having the specified air content as determined by California Test 504.

#### **90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES**

When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent, and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate.

#### **90-4.08 BLANK**

#### **90-4.09 BLANK**

#### **90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES**

Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within  $\pm 5$  percent of the prescribed quantity for each batch. Dispensers shall be located and maintained so that the graduations can be accurately read from the point at which proportioning operations are controlled to permit a visual check of batching accuracy prior to discharge. Each measuring unit shall be clearly marked for the type and quantity of admixture.

Each liquid admixture dispensing system shall be equipped with a sampling device consisting of a valve located in a safe and readily accessible position such that a sample of the admixture may be withdrawn slowly by the Engineer.

If more than one liquid admixture is used in the concrete mix, each liquid admixture shall have a separate measuring unit and shall be dispensed by injecting equipment located in such a manner that the admixtures are not mixed at high concentrations and do not interfere with the effectiveness of each other. When air-entraining admixtures are used in conjunction with other liquid admixtures, the air-entraining admixture shall be the first to be incorporated into the mix, unless it is demonstrated that a different sequence improves performance.

When automatic proportioning devices are used, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.

Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.

Liquid admixtures requiring dosages greater than one-half gallon per cubic yard shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."

#### **90-4.11 BLANK**

### **90-5 PROPORTIONING**

#### **90-5.01 STORAGE OF AGGREGATES**

Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and the various sizes shall not become intermixed before proportioning.

Aggregates shall be stored or stockpiled and handled in a manner that prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

- A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and
- B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

In placing aggregates in storage or in moving the aggregates from storage to the weigh hopper of the batching plant, any method that may cause segregation, degradation, or the combining of materials of different gradings that will result in any size of aggregate at the weigh hopper failing to meet the grading requirements, shall be discontinued. Any method of handling aggregates that results in excessive breakage of particles shall be discontinued. The use of suitable devices to reduce impact of falling aggregates may be required by the Engineer.

#### **90-5.02 PROPORTIONING DEVICES**

Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Automatic Proportioning." Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and SCM for one batch of concrete is a single operation of a switch or starter.

For concrete pavement, aggregate and bulk cementitious material must be proportioned by weight by means of automatic proportioning devices.

Proportioning devices shall be tested as frequently as the Engineer may deem necessary to ensure their accuracy.

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the weight of each batch of material shall not vary from the weight designated by the Engineer by more than the tolerances specified herein.

Equipment for cumulative weighing of aggregate shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be  $\pm 0.5$  percent of the individual batch weight designated for each size of aggregate. Equipment for cumulative weighing of cement and SCM shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the cement and SCM. Equipment for weighing cement or SCM separately shall have a zero tolerance of  $\pm 0.5$  percent of their designated individual batch weights. Equipment for measuring water shall have a zero tolerance of  $\pm 0.5$  percent of its designated weight or volume.

The weight indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch weight of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch weights; and
- B. Cement shall be 99 to 102 percent of its designated batch weight. When weighed individually, SCM shall be 99 to 102 percent of its designated batch weight. When SCM and cement are permitted to be weighed cumulatively, cement shall be weighed first to 99 to 102 percent of its designated batch weight, and the total for cement and SCM shall be 99 to 102 percent of the sum of their designated batch weights. When a blended cement is used,

the percentages of cement and SCM used for calculating batch weights shall be based on the percentage of SCM indicated in the Certificate of Compliance from the blended cement supplier; and

- C. Water shall be within 1.5 percent of its designated weight or volume.

Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, SCM, or cement plus SCM and aggregates shall not exceed that of commercially available scales having single graduations indicating a weight not exceeding the maximum permissible weight variation above, except that no scale shall be required having a capacity of less than 1,000 pounds, with one pound graduations.

### **90-5.03 PROPORTIONING**

Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cementitious material and water as provided in these specifications. Aggregates shall be proportioned by weight.

At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry weight.

Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

Bulk Type IP (MS) or Type IS (MS) cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

Bulk cement and SCM may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and SCM are weighed cumulatively, the cement shall be weighed first.

If cement and SCM are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the SCM shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material-weighing device. The cement and the SCM shall be discharged into the mixer simultaneously with the aggregate.

The scales and weigh hoppers for bulk weighing cement, SCM, or cement plus SCM shall be separate and distinct from the aggregate weighing equipment.

For batches of one cubic yard or more, the batching equipment shall conform to one of the following combinations:

- A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
- B. Single box and scale indicator for all aggregates.
- C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

In order to check the accuracy of batch weights, the gross weight and tare weight of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

#### **90-5.03A Automatic Proportioning**

Automatic proportioning devices shall be authorized by the Department.

For concrete pavement, the Contractor shall install and maintain in operating condition an electronically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by weight of the fine aggregate.

The batching of cement, SCM, or cement plus SCM and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and SCM hoppers or the cement plus SCM hopper are charged with weights that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If interlocks are required for cement and SCM charging mechanisms and cement and SCM are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of SCM until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If concrete is completely mixed in stationary mixers, the SCMs shall be weighed in a separate weigh hopper and the SCM and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the Contractor

provides certification that the stationary mixer is capable of mixing the cement, SCM, aggregates, and water uniformly before discharge, weighing the SCM cumulatively with the cement is permitted. Certification shall contain the following:

- A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength";
- B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
- C. The mixer rotation speed and time of mixing before discharge that are required to produce a mix that meets the requirements above.

The discharge gate on the cement and SCM hoppers or the cement plus SCM hopper shall be designed to permit regulating the flow of cement, SCM, or cement plus SCM into the aggregate as directed by the Engineer.

If separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

If the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required weight is discharged into the weigh box, after which the gate shall automatically close and lock.

The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

## 90-6 MIXING AND TRANSPORTING

### 90-6.01 GENERAL

Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 1/3 cubic yard may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."

Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.

Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cementitious material.

Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.

When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 1/2 inch. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 170 pounds per cubic yard of concrete.

Average Slump	Maximum Permissible Difference
Less than 4"	1"
4" to 6"	1-1/2"
Greater than 6" to 9"	2"

The Contractor shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

## **90-6.02 MACHINE MIXING**

Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.

The temperature of mixed concrete, immediately before placing, shall be not less than 50 °F or more than 90 °F. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 150 °F. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time. When concrete is delivered in a truck mixer, a portion of the mixing water may be withheld and, if allowed by the Engineer, may be added at the point of delivery as specified under Section 90-6.03, "Transporting Mixed Concrete."

Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.

Stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.

The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The size of batch shall not exceed the manufacturer's guaranteed capacity.

When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at job site batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.

Concrete shall be mixed and delivered to the job site by means of one of the following combinations of operations:

- A. Mixed completely in a stationary mixer and the mixed concrete transported to the point of delivery in truck agitators or in nonagitating hauling equipment (central-mixed concrete).
- B. Mixed partially in a stationary mixer, and the mixing completed in a truck mixer (shrink-mixed concrete).
- C. Mixed completely in a truck mixer (transit-mixed concrete).

Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.

Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.

When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed will be allowed for partial mixing in a central plant.

## **90-6.03 TRANSPORTING MIXED CONCRETE**

Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."

Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

Bodies of nonagitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.

Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 75 °F.

No water in excess of that in the approved mix design shall be incorporated into the concrete. If approved by the Engineer, water withheld during batching may be added to the concrete at the delivery point in one operation before the discharge of more than 1/4 cubic yard. Equipment for supplying the water shall conform to Section 90-6.06, "Amount of

Water and Penetration." When water is added at the point of delivery, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.

The rate of discharge of mixed concrete from a truck mixer or agitator shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

If a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cementitious materials to the aggregates. Under conditions contributing to quick stiffening of the concrete, or if the temperature of the concrete is 85 °F or above, the time allowed may be less than 1.5 hours. If an admixture is used to retard the set time, the temperature of the concrete shall not exceed 85 °F, the time limit shall be 2 hours, and the revolution limitation shall be 300.

If nonagitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cementitious materials to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 85 °F or above, the time between the introduction of cementitious materials to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete delivered at the job site shall be accompanied by a weighmaster certificate showing the mix identification number, nonrepeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale weights (pounds) for the ingredients batched. Theoretical or target batch weights shall not be used as a substitute for actual scale weights.

Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a CD or DVD. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.

The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch weights or measurements for a load of concrete provided that both certificates are imprinted with the same nonrepeating load number that is unique to the contract and delivered to the jobsite with the load.

Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."

#### **90-6.04 TIME OR AMOUNT OF MIXING**

Mixing of concrete in stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.

The required mixing time, in stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.

The required mixing time in stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.

The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

#### **90-6.05 HAND-MIXING**

Hand-mixed concrete shall be made in batches of not more than 1/3 cubic yard and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than one foot in total depth. On this mixture shall be spread the dry cementitious materials and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

#### **90-6.06 AMOUNT OF WATER AND PENETRATION**

The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the nominal values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the

nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. If Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 9 inches after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (inches)	Slump (inches)	Penetration (inches)	Slump (inches)
Concrete Pavement	0 - 1	—	1-1/2	—
Non-reinforced concrete facilities	0 - 1-1/2	—	2	—
Reinforced concrete structures				
Sections over 12 inches thick	0 - 1-1/2	—	2-1/2	—
Sections 12 inches thick or less	0 - 2	—	3	—
Concrete placed under water	—	6 - 8	—	9
Cast-in-place concrete piles	2-1/2 - 3-1/2	5 - 7	4	8

The amount of free water used in concrete shall not exceed 310 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cementitious material in excess of 550 pounds per cubic yard.

The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.

If there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic yard of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 pounds of water per added 100 pounds of cementitious material per cubic yard. Full compensation for additional cementitious material and water added under these conditions shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

The equipment for supplying water to the mixer shall be constructed and arranged so that the amount of water added can be measured accurately. Any method of discharging water into the mixer for a batch shall be accurate within 1.5 percent of the quantity of water required to be added to the mix for any position of the mixer. Tanks used to measure water shall be designed so that water cannot enter while water is being discharged into the mixer and discharge into the mixer shall be made rapidly in one operation without dribbling. All equipment shall be arranged so as to permit checking the amount of water delivered by discharging into measured containers.

## 90-7 CURING CONCRETE

### 90-7.01 METHODS OF CURING

Newly placed concrete shall be cured by the methods specified in this Section 90-7.01 and the special provisions.

#### 90-7.01A Water Method

The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.

Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period.

If a curing medium consisting of cotton mats, rugs, carpets, polyethylene sheeting, polyethylene sheeting on burlap, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing media.

At the option of the Contractor, a curing medium consisting of white opaque polyethylene sheeting extruded onto burlap may be used to cure concrete structures. The polyethylene sheeting shall have a minimum thickness of 4-mil, and shall be extruded onto 10-ounce burlap.

At the option of the Contractor, a curing medium consisting of polyethylene sheeting may be used to cure concrete columns. The polyethylene sheeting shall have a minimum thickness of 10-mil achieved in a single layer of material.

If the Contractor chooses to use polyethylene sheeting or polyethylene sheeting on burlap as a curing medium, these media and any joints therein shall be secured as necessary to provide moisture retention and shall be within 3 inches of the concrete at all points along the surface being cured. When these media are used, the temperature of the concrete shall be

monitored during curing. If the temperature of the concrete cannot be maintained below 140° F, use of these curing media shall be disallowed.

When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified above, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

#### **90-7.01B Curing Compound Method**

Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.

Curing compounds to be used shall be as follows:

1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
4. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
5. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
6. Nonpigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.

The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.

The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.28 pounds per square yard in 24 hours.

The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.

If the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.

Curing compound shall be applied at a nominal rate of one gallon per 150 square feet, unless otherwise specified.

At any point, the application rate shall be within  $\pm 50$  square feet per gallon of the nominal rate specified, and the average application rate shall be within  $\pm 25$  square feet per gallon of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.

Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.

The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.

At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.

Agitation shall not introduce air or other foreign substance into the curing compound.

The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.



Curing compounds shall remain sprayable at temperatures above 40 °F and shall not be diluted or altered after manufacture.

The curing compound shall be packaged in clean 274-gallon totes, 55-gallon barrels or 5-gallon pails shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 274-gallon totes and the 55-gallon barrels shall have removable lids and airtight fasteners. The 5-gallon pails shall be round and have standard full open head and bail. Lids with bungholes will not be permitted. Settling or separation of solids in containers, except tanks, must be completely redispersed with low speed mixing prior to use, in conformance with these specifications and the manufacturer's recommendations. Mixing shall be accomplished either manually by use of a paddle or by use of a mixing blade driven by a drill motor, at low speed. Mixing blades shall be the type used for mixing paint. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.

Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.

Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State.

Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State.

When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.

Curing compound will be sampled by the Engineer at the source of supply, at the job site, or at both locations.

Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.

Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

#### **90-7.01C Waterproof Membrane Method**

The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane, shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.

Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.

The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 0.33 foot.

The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.

Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.

Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

#### **90-7.01D Forms-In-Place Method**

Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 20 inches in least dimension the forms shall remain in place for a minimum period of 5 days.

Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

#### **90-7.02 BLANK**

### **90-7.03 CURING STRUCTURES**

Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."

The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only ordinary surface finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).

The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).

Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.

When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

### **90-7.04 CURING PRECAST CONCRETE MEMBERS**

Precast concrete members shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing." Curing shall be provided for the minimum time specified for each method or until the concrete reaches its design strength, whichever is less. Steam curing may also be used for precast members and shall conform to the following provisions:

- A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 50 °F, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 50 °F and 90 °F.
- B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
- C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
- D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 40 °F per hour. The curing temperature throughout the enclosure shall not exceed 150 °F and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
- E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 200 feet of continuous bed length will be required for checking temperature.
- F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 60 °F until the stress is transferred to the concrete.
- G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

### **90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES**

Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles in a corrosive environment shall be cured as follows:

- A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
- B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

### **90-7.06 CURING SLOPE PROTECTION**

Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," with a blanket of earth kept wet for 72 hours, or by sprinkling with a fine spray of water every 2 hours during the daytime for a period of 3 days.

### **90-7.07 CURING MISCELLANEOUS CONCRETE WORK**

Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."

Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

Shotcrete shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

Mortar and grout shall be cured by keeping the surface damp for 3 days.

After placing, the exposed surfaces of sign structure foundations, including pedestal portions, if constructed, shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

## **90-8 PROTECTING CONCRETE**

### **90-8.01 GENERAL**

In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8. If required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

The Contractor shall protect concrete from damage from any cause, which shall include, but not be limited to: rain, heat, cold, wind, Contractor's actions, and actions of others.

Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.

Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.

Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

### **90-8.02 PROTECTING CONCRETE STRUCTURES**

Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 45 °F for 72 hours after placing and at not less than 40 °F for an additional 4 days.

## **90-9 COMPRESSIVE STRENGTH**

### **90-9.01 GENERAL**

Concrete compressive strength requirements consist of a minimum strength that shall be attained before various loads or stresses are applied to the concrete and, for concrete designated by compressive strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or the special provisions or are shown on the plans.

The compressive strength of concrete will be determined from test cylinders that have been fabricated from concrete sampled in conformance with the requirements of California Test 539. Test cylinders will be molded and initially field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with the requirements of California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

When concrete is designated by compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$10 for each in-place cubic yard of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$15 for each in-place cubic yard of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

If the test result indicates that the compressive strength at the maximum age specified or allowed is below the specified strength, but is 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work is at least 85 percent of the specified strength. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

No single compressive strength test shall represent more than 320 cubic yards.

If a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders that have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. If the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

When concrete has a specified 28-day compressive strength greater than 3,600 pounds per square inch or when prequalification is specified, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

Certified test data, in order to be acceptable, shall indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 600 pounds per square inch greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

The certified test data and trial batch test reports shall include the following information:

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic yards and the weight, type, and source of all ingredients used.

- D. Penetration or slump (if the concrete will be placed under water or placed in cast-in-place concrete piles) of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of all concrete cylinders tested.

Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.

When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type of concrete required at that location.

After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.

The Contractor's attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

## 90-10 MINOR CONCRETE

### 90-10.01 GENERAL

Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.

The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

Before using minor concrete or in advance of revising the mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design. When required by the following table, the Contractor shall include compressive strength test results verifying the minimum specified compressive strength:

SCM	Test Submittal Required
Fly Ash used alone	When portland cement content < 350 lbs/cy
GGBFS used alone	When portland cement content < 250 lbs/cy
Natural Pozzolan used alone	When portland cement content < 350 lbs/cy
More than 1 SCM	Always

Tests shall be performed by an ACI certified technician.

### 90-10.02 MATERIALS

Minor concrete shall conform to the following requirements:

#### 90-10.02A Cementitious Material

Cementitious material shall conform to the provisions in Section 90-1.01, "Description," and 90-2, "Materials."

#### 90-10.02B Aggregate

Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.

Use of crushed concrete or reclaimed aggregate is acceptable only if the aggregate satisfies all aggregate requirements.

The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.

The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 1-1/2-inch or smaller than 3/4 inch.

The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

### **90-10.02C Water**

Water used for washing, mixing, and curing shall be free from oil, salts, and other impurities that would discolor or etch the surface or have an adverse affect on the quality of the concrete.

### **90-10.02D Admixtures**

The use of admixtures shall conform to the provisions in Section 90-4, "Admixtures."

### **90-10.03 PRODUCTION**

Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.

The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless allowed by the Engineer.

Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 90 °F will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.

The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.

When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

Each load of ready-mixed concrete shall be accompanied by a weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

### **90-10.04 CURING MINOR CONCRETE**

Curing minor concrete shall conform to the provisions in Section 90-7, "Curing Concrete."

### **90-10.05 PROTECTING MINOR CONCRETE**

Protecting minor concrete shall conform to the provisions in Section 90-8, "Protecting Concrete," except the concrete shall be maintained at a temperature of not less than 40 °F for 72 hours after placing.

### **90-10.06 MEASUREMENT AND PAYMENT**

Minor concrete will be measured and paid for in conformance with the provisions specified in the various sections of these specifications covering concrete construction when minor concrete is specified in the specifications, shown on the plans, or indicated by contract item in the Engineer's Estimate.

## **90-11 MEASUREMENT AND PAYMENT**

### **90-11.01 MEASUREMENT**

Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.

For concrete measured at the mixer, the volume in cubic feet shall be computed as the total weight of the batch in pounds divided by the density of the concrete in pounds per cubic foot. The total weight of the batch shall be calculated



**91-4 MISCELLANEOUS PAINTS**

**91-4.01 THROUGH 91-4.04 (BLANK)**

**91-4.05 PAINT; ACRYLIC EMULSION, EXTERIOR WHITE AND LIGHT AND MEDIUM TINTS**

**Classification:**

This specification covers an acrylic emulsion paint designed for use on exterior masonry. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products Lists:

- A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
- B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
- C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

This paint may be tinted by using "universal" or "all purpose" concentrates.

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**SECTION 92 ASPHALTS**

**(Issued 01-20-12)**

**Replace Section 92 with:**

**SECTION 92 ASPHALTS**

**92-1.01 DESCRIPTION**

Asphalt is refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt that are prepared from crude petroleum. Asphalt is:

- 1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin
- 2. Free from water
- 3. Homogeneous

**92-1.02 MATERIALS**

**GENERAL**

Furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpm/fpmcoc.htm>

Transport, store, use, and dispose of asphalt safely.

Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

**GRADES**

Performance graded (PG) asphalt binder is:



**Performance Graded Asphalt Binder**

Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 <sup>a</sup>	PG 64-10	PG 64-16	PG 64-28	PG 70-10
<b>Original Binder</b>						
Flash Point, Minimum °C	T 48	230	230	230	230	230
Solubility, Minimum % <sup>b</sup>	T 44	99	99	99	99	99
Viscosity at 135°C, <sup>c</sup> Maximum, Pa·s	T 316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa Maximum G*/sin(delta), kPa	T 315	58 1.00 2.00	64 1.00 2.00	64 1.00 2.00	64 1.00 2.00	70 1.00 2.00
RTFO Test, <sup>e</sup> Mass Loss, Maximum, %	T 240	1.00	1.00	1.00	1.00	1.00
<b>RTFO Test Aged Binder</b>						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	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
<b>RTFO Test and PAV Aged Binder</b>						
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:



**SECTION 95 EPOXY  
(Issued 06-05-09)**

**Replace the table in Section 95-2.11 with:**

**Characteristics of Adhesive:**

Test <sup>a</sup>	California Test	Requirement
Brookfield Viscosity, No. 3 Spindle at 20 rpm, Poise at 77°F	434, Part 4	0.9 max.
Gel time, minutes	434, Part 1	2 to 15
Slant Shear Strength on Dry Concrete, psi, after 4 days of cure in air at 77° F ±2° F	434, Part 5 <sup>b</sup>	3,000 min.
Slant Shear Strength on Wet Concrete, psi, after 4 days of cure in air at 77° F ±2° F	434, Part 5 <sup>b</sup>	1,700 min.
Tensile Strength, psi	434, Part 7, except test after 4 days of cure at 77° F ±2° F	4,500 min.
Elongation, %	434, Part 7, except test after 4 days of cure at 77° F ±2° F	10 max.

<sup>a</sup> The mixing ratio used will be that recommended by the manufacturer.

<sup>b</sup> For slant shear strength on concrete, delete Sections B-1 and B-5 of California Test 434, Part 5. For dry concrete, use Step "2" below only. For wet concrete, use both Steps "1" & "2":

1. Soak blocks in water for 24 hours at 77° F ±2° F. Remove and wipe off excess water.
2. Mix epoxy as described in California Test 434, Part 1, and apply a coat approximately 0.010-inch thick to each diagonal surface. Place four 0.125-inch square pieces of shim stock 0.012-inch thick on one block to control final film thickness. Before pressing the coated surfaces together, leave the blocks so that the coated surfaces are horizontal until the epoxy reacts slightly to prevent excessive flow.

**END OF AMENDMENTS**

**APPENDIX B**  
**to the contract documents for**  
**Green Valley Road at Weber Creek Bridge Replacement Project**  
**Contract No. PW 13-30685/ CIP No. 77114**

**FEDERAL WAGE RATES**

**FEDERAL WAGE RATES**

General Decision Number: CA140009 08/08/2014 CA9

Superseded General Decision Number: CA20130009

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	01/03/2014
1	01/10/2014
2	01/24/2014
3	03/07/2014
4	04/11/2014
5	05/23/2014
6	05/30/2014
7	06/06/2014
8	06/13/2014
9	06/20/2014
10	07/04/2014
11	07/11/2014
12	07/18/2014
13	07/25/2014
14	08/01/2014
15	08/08/2014

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

Area 1.....	\$ 57.15	18.72
Area 2.....	\$ 44.05	18.62

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ASBE0016-007 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 31.13	6.95

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BOIL0549-002 01/01/2013

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 42.06	33.43
(2) Remaining Counties.....	\$ 38.37	31.32

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BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.05	14.01

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BRCA0003-004 05/01/2013

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 36.48	19.59
AREA 2.....	\$ 39.96	23.79

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

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BRCA0003-010 04/01/2014

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 22.58	10.04
Area 2.....	\$ 22.58	12.50
Area 3.....	\$ 22.76	12.37
Area 4.....	\$ 22.26	11.85
Tile Layer		
Area 1.....	\$ 38.13	11.98
Area 2.....	\$ 36.43	13.74
Area 3.....	\$ 40.59	13.79
Area 4.....	\$ 37.46	13.74

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

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BRCA0003-014 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

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CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 39.60	30.73
Diver standby.....	\$ 44.56	30.73
Diver Tender.....	\$ 43.56	30.73
Diver wet.....	\$ 89.12	30.73
Manifold Operator (mixed gas).....	\$ 48.56	30.73
Manifold Operator (Standby).....	\$ 43.56	30.73

DEPTH PAY (Surface Diving):  
050 to 100 ft     \$2.00 per foot  
101 to 150 ft     \$3.00 per foot



151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

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CARP0035-001 08/01/2014

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 40.35	27.97
Area 3.....	\$ 34.97	27.97
Area 4.....	\$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1.....	\$ 20.18	16.30
Area 3.....	\$ 17.49	16.30
Area 4.....	\$ 16.81	16.30

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CARP0035-009 07/01/2014

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

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 CARP0035-010 07/01/2013

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.....	\$ 22.96	17.52
Installer II.....	\$ 19.53	17.52
Lead Installer.....	\$ 26.41	18.02
Master Installer.....	\$ 30.63	18.02
Area 2		
Installer I.....	\$ 20.31	17.52
Installer II.....	\$ 17.36	17.52
Lead Installer.....	\$ 23.28	18.02
Master Installer.....	\$ 26.91	18.02
Area 3		
Installer I.....	\$ 19.36	17.52
Installer II.....	\$ 16.59	17.52
Lead Installer.....	\$ 22.16	18.02
Master Installer.....	\$ 25.58	18.02

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 CARP0046-001 07/01/2014

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53

Millwright.....\$ 36.97 29.12

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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CARP0046-002 07/01/2014

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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CARP0152-003 07/01/2014

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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CARP0180-001 07/01/2014

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53

Millwright.....\$ 40.45 29.12

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CARP0751-001 07/01/2014

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

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CARP1599-001 07/01/2014

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

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ELEC0180-001 06/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 45.31	3%+20.13

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ELEC0180-003 12/01/2013

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	3%+15.30
Technician.....	\$ 35.66	3%+15.30

SCOPE OF WORK INCLUDES-  
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,

Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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 ELEC0340-002 12/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 24.68	3%+12.85
Sound & Communications		
Technician.....	\$ 28.38	3%+12.85

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 12/01/2013

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,  
EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
(West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 39.06	18.54
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

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ELEC0401-005 07/01/2013

ALPINE (east of the main watershed divide), EL DORADO (east of  
the main watershed divide), NEVADA (east of the main  
watershed), PLACER (east of the main watershed divide) and  
SIERRA (east of the main watershed divide) COUNTIES:

Rates                          Fringes

ELECTRICIAN.....\$ 37.00 14.62

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ELEC0551-004 06/01/2014

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.20	16.76

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ELEC0551-005 12/01/2013

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.23
Technician.....	\$ 35.66	16.36

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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ELEC0659-006 01/01/2013

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.27	14.81

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ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 51.09	4%+13.30
(2) Lineman, Pole Sprayer,		
Heavy Line Equipment Man....	\$ 45.62	4%+13.30

(3) Tree Trimmer.....	\$ 32.07	4%+9.80
(4) Line Equipment Man.....	\$ 45.62	4%+9.80
(5) Powdermen, Jackhammermen.....	\$ 34.22	4%+9.80
(6) Groundman.....	\$ 31.31	4%+9.80

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ELEC1245-004 06/01/2013

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 50.30	15
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 40.17	14.56
(3) Groundman.....	\$ 30.73	13.48
(4) Powderman.....	\$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.19	26.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate;		



Dredge Tender; Winch Operator.....	\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.15	27.81
AREA 2:		
(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County  
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with  
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		

Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire

wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and

supported); Screed (except asphaltic concrete paving);  
Self-propelled pipeline wrapping machine; Tractor;  
Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose  
A-frame truck, non-rotating - under 15 tons; Cary lift or  
similar; Combination slurry mixer and/or cleaner; Drilling  
equipment, 20 ft. and under m.r.c.; Firetender (hot plant);  
Grouting machine operator; Highline cableway signalperson;  
Stationary belt loader (Kolman or similar); Lift slab  
machine (Vagtborg and similar types); Maginnes internal  
full slab vibrator; Material hoist (1 drum); Mechanical  
trench shield; Pavement breaker with or without compressor  
combination); Pipe cleaning machine (tractor propelled and  
supported); Post driver; Roller (except asphalt); Chip  
Seal; Self-propelled automatically applied concrete curing  
mahcine (on streets, highways, airports and canals);  
Self-propelled compactor (without dozer); Signalperson;  
Slip-form pumps (lifting device for concrete forms); Tie  
spacer; Tower mobile; Trenching machine, maximum digging  
capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;  
Brakeperson; Combination mixer and compressor  
(shotcrete/gunite); Compressor operator; Deckhand; Fire  
tender; Forklift (under 20 ft.); Generator;  
Gunite/shotcrete equipment operator; Hydraulic monitor; Ken  
seal machine (or similar); Mixermobile; Oiler; Pump  
operator; Refrigeration plant; Reservoir-debris tug (self-  
propelled floating); Ross Carrier (construction site);  
Rotomist operator; Self-propelled tape machine; Shuttlecar;  
Self-propelled power sweeper operator (includes vacuum  
sweeper); Slusher operator; Surface heater; Switchperson;  
Tar pot firetender; Tugger hoist, single drum; Vacuum  
cooling plant; Welding machine (powered other than by  
electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743  
series or smaller, and similar (without attachments); Mini  
excavator under 25 H.P. (backhoe-trencher); Tub grinder  
wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over  
100 tons; Derrick, over 100 tons; Derrick barge  
pedestal-mounted, over 100 tons; Self-propelled boom-type  
lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and  
including 7 cu. yds.; Crane, over 45 tons up to and  
including 100 tons; Derrick barge, 100 tons and under;  
Self-propelled boom-type lifting device, over 45 tons;  
Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu.  
yd.; Cranes 45 tons and under; Self-propelled boom-type

lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part



Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired

Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	26.30

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 06/29/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 19.66	9.02
LABORER (Lead Removal)		
Area A.....	\$ 29.02	19.42
Area B.....	\$ 28.02	19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are

being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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 \* LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa		
County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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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 buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; 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: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0185-002 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.52	16.53

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LABO0185-005 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.10	16.53
GROUP 2.....	\$ 33.87	16.53
GROUP 3.....	\$ 33.62	16.53
GROUP 4.....	\$ 33.17	16.53
GROUP 5.....	\$ 32.63	16.53
Shotcrete Specialist.....	\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-002 07/01/2013

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.64	18.74
Traffic Control Person I....	\$ 27.94	18.74
Traffic Control Person II....	\$ 25.44	18.74

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-004 07/01/2013

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.10	16.53
GROUP 2.....	\$ 33.87	16.53
GROUP 3.....	\$ 33.62	16.53
GROUP 4.....	\$ 33.17	16.53
GROUP 5.....	\$ 32.63	16.53
Shotcrete Specialist.....	\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2013

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.77	16.53

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LABO0324-004 07/01/2013

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 26.64	18.74
Traffic Control Person I....	\$ 26.94	18.74
Traffic Control Person II...\$	24.44	18.74

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 07/01/2013

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.10	16.53
GROUP 2.....	\$ 33.87	16.53
GROUP 3.....	\$ 33.62	16.53
GROUP 4.....	\$ 33.17	16.53
GROUP 5.....	\$ 32.63	16.53
Shotcrete Specialist.....	\$ 36.12	16.53

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; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2013

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.95	16.53

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LABO1414-005 08/07/2013

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.		

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PAIN0016-004 01/01/2013

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.86	20.26

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 01/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada)

Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.24	18.67

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 PAIN0016-007 01/01/2013

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:.....	\$ 29.06	15.98

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 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.98

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 PAIN0169-004 01/01/2013

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	21.59

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 \* PAIN0567-001 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.16	10.38
Spray Painter & Paperhanger..	\$ 24.01	10.38

PREMIUMS:  
 Special Coatings (Brush), and Sandblasting = \$0.50/hr  
 Special Coatings (Spray), and Steeplejack = \$1.00/hr  
 Special Coating Spray Steel = \$1.25/hr  
 Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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 PAIN0567-007 07/01/2014

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.81	11.68

-----  
 PAIN0567-010 07/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 27.07	11.14
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.57	11.14

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 PAIN0767-004 01/01/2013

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.....	\$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,  
 President's Day, Memorial Day, Independence Day, Labor Day,  
 Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50  
 per hour above the basic hourly rate at any elevation.

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 \* PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic  
 stripes and marking; hot thermo plastic; tape, traffic  
 stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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 PAIN1237-001 01/01/2013

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	16.73

-----  
 PLAS0300-003 07/01/2009

	Rates	Fringes
PLASTERER		



AREA 295: Alpine, Amador,  
 Butte, Colusa, El Dorado,  
 Glenn, Lassen, Modoc,  
 Nevada, Placer, Plumas,  
 Sacramento, Shasta,  
 Sierra, Siskiyou, Solano,  
 Sutter, Tehema, Trinity,  
 Yolo & Yuba Counties.....\$ 32.82                   15.10  
 AREA 355: Marin, Napa &  
 Sonoma Counties.....\$ 32.82                   15.30

-----  
 PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 30.00	22.07

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 PLUM0038-002 07/01/2013

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 62.00	42.39
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 62.00	42.39

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 PLUM0038-006 07/01/2013

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)....	\$ 52.70	31.45

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 PLUM0228-001 01/01/2014

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
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PLUMBER.....\$ 34.50 25.24

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PLUM0343-001 07/01/2014

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	19.40
All Other Work.....	\$ 48.00	30.05

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.60	10.50

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PLUM0355-001 07/01/2013

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 28.55	8.30

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PLUM0442-003 01/01/2014

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.00	24.99

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PLUM0447-001 07/01/2013

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 41.77	22.35
Light Commercial Work.....	\$ 32.23	17.22

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ROOF0081-006 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 33.16	10.90

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ROOF0081-007 08/01/2012

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.....	\$ 32.33	11.97

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SFCA0483-003 01/01/2014

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 52.42	25.62

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SFCA0669-003 07/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.19	19.37

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SHEE0104-006 07/01/2013

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts		
\$200,000 or less.....	\$ 51.30	35.96
All other work.....	\$ 52.80	34.46

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SHEE0104-009 07/01/2013

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 38.43	29.31

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SHEE0104-010 07/01/2013

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 35.87	26.88

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SHEE0104-011 07/01/2013

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).....	\$ 38.43	29.31

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SHEE0104-014 07/01/2013

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 52.80	34.46

-----  
SHEE0104-019 07/01/2013

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU  
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 29.54	27.16
Mechanical Jobs over		

\$200,000.....\$ 38.43 29.31

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TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.96	24.28
GROUP 2.....	\$ 28.26	24.28
GROUP 3.....	\$ 28.56	24.28
GROUP 4.....	\$ 28.91	24.28
GROUP 5.....	\$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil

trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any

changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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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.

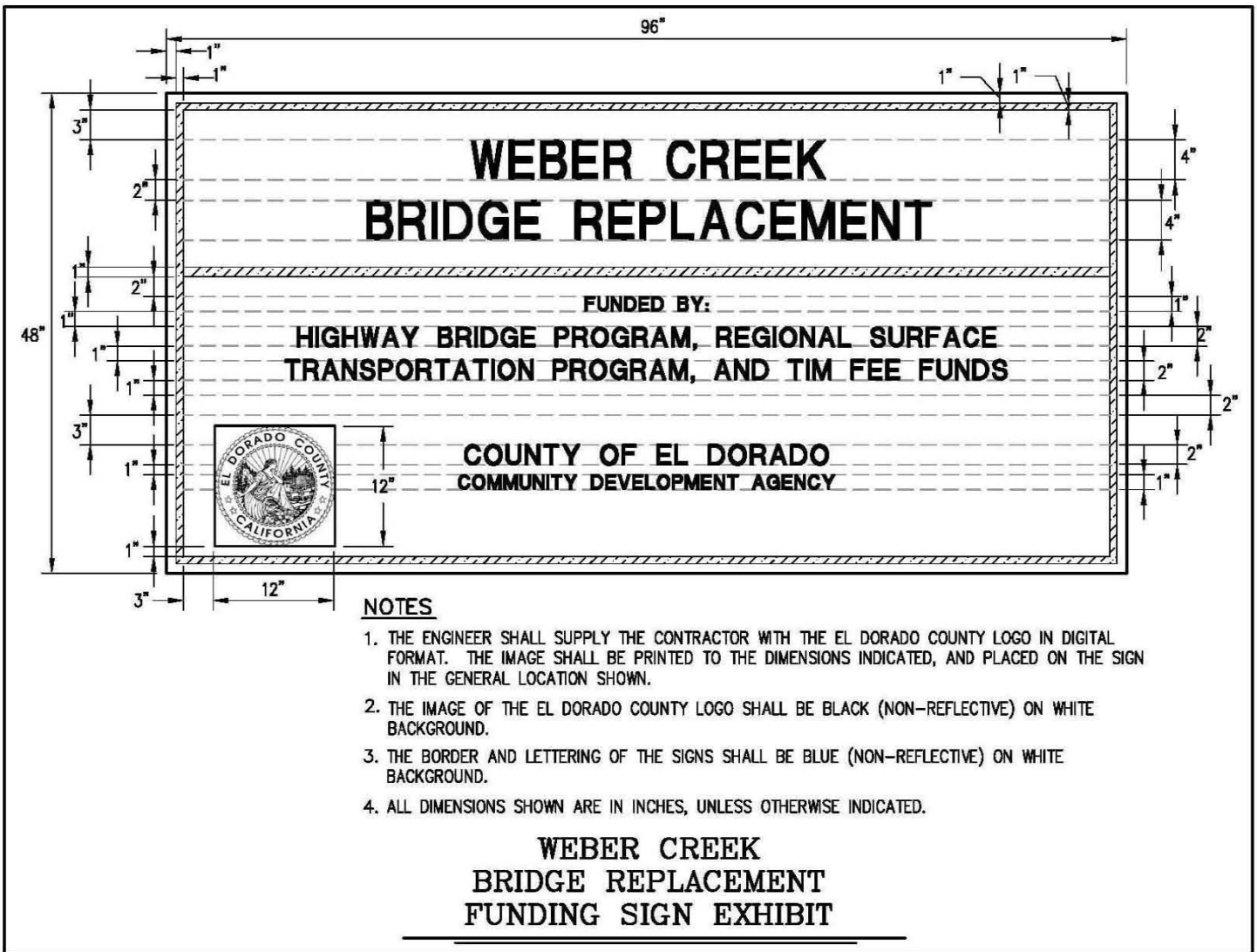
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END OF GENERAL DECISION



**APPENDIX C**  
**to the contract documents for**  
**Green Valley Road at Weber Creek Bridge Replacement Project**  
**Contract No. PW 13-30685/ CIP No. 77114**

**CONSTRUCTION PROJECT FUNDING SIGN**



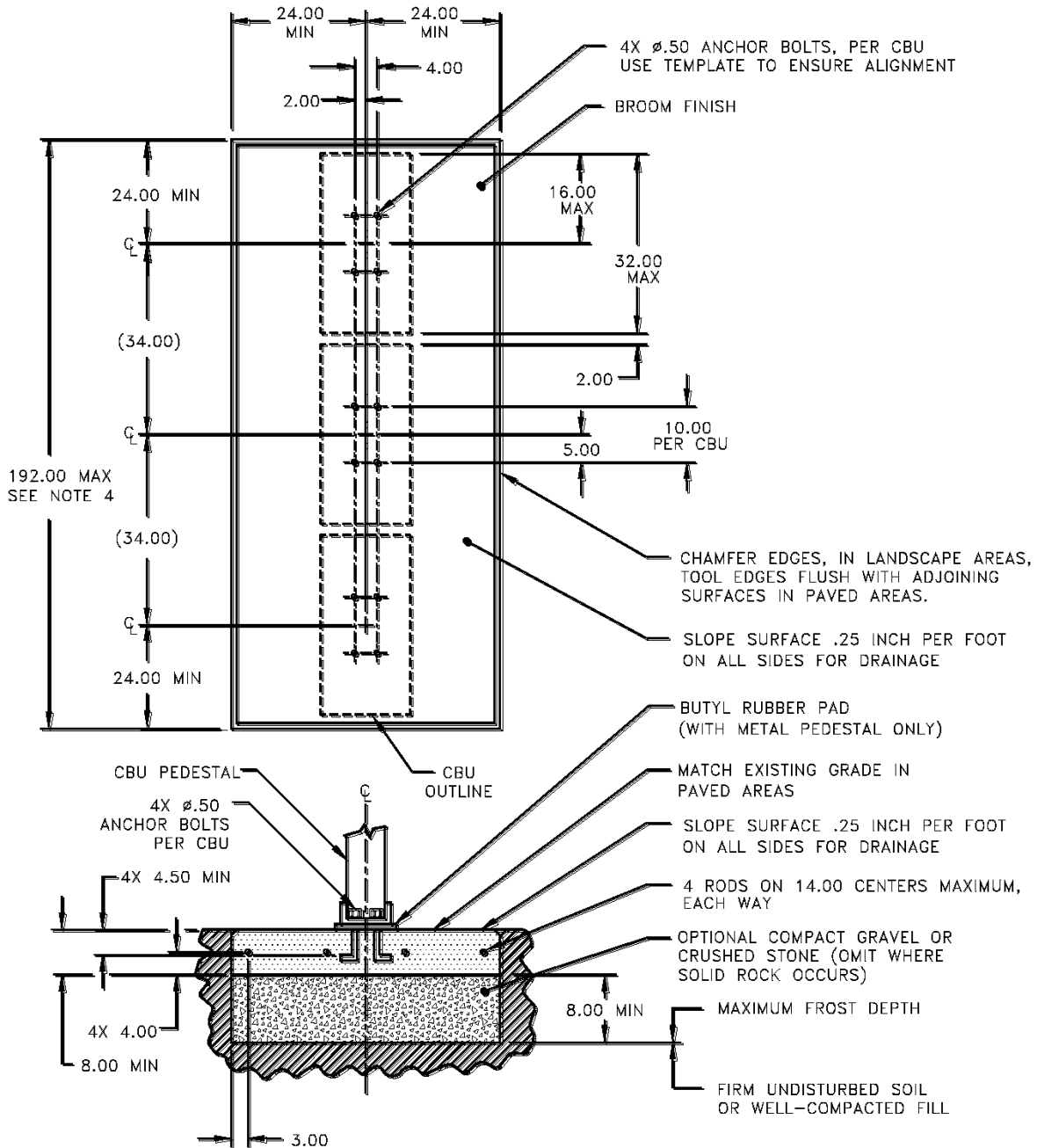
**NOTES**

1. THE ENGINEER SHALL SUPPLY THE CONTRACTOR WITH THE EL DORADO COUNTY LOGO IN DIGITAL FORMAT. THE IMAGE SHALL BE PRINTED TO THE DIMENSIONS INDICATED, AND PLACED ON THE SIGN IN THE GENERAL LOCATION SHOWN.
2. THE IMAGE OF THE EL DORADO COUNTY LOGO SHALL BE BLACK (NON-REFLECTIVE) ON WHITE BACKGROUND.
3. THE BORDER AND LETTERING OF THE SIGNS SHALL BE BLUE (NON-REFLECTIVE) ON WHITE BACKGROUND.
4. ALL DIMENSIONS SHOWN ARE IN INCHES, UNLESS OTHERWISE INDICATED.

**APPENDIX D**  
**to the contract documents for**  
**Green Valley Road at Weber Creek Bridge Replacement Project**  
**Contract No. PW 13-30685/ CIP No. 77114**

**LODE ROAD MAILBOX STANDARD DRAWING**

# Lode Road Mailbox Standard Drawing – Concrete Pad with Multiple Units



**NOTES:**

1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS, CONTAIN 4% MIN – 6% MAX AIR ENTRAINMENT AND BE PLACED WITH A 3.50 – 4.50 SLUMP IN ACCORDANCE WITH ACI 301.
2. REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60.
3. ANCHOR BOLTS SHALL CONFORM TO ASTM A193, GRADE B8M, TYPE 316 STAINLESS STEEL.
4. A 3 CBU CONFIGURATION IS DEPICTED. A 2 OR 4 CBU CONFIGURATION MAY BE USED AS LONG AS THEY ARE ARRANGED IN GROUPS SUCH THAT THE OVERALL DIMENSION OF THE CONCRETE BASE DOES NOT EXCEED 192 INCHES.

**APPENDIX E**  
**to the contract documents for**  
**Green Valley Road at Weber Creek Bridge Replacement Project**  
**Contract No. PW 13-30685/ CIP No. 77114**

**PERMITS:**

**CALIFORNIA DEPARTMENT OF FISH & WILDLIFE**  
**STREAMBED ALTERATION AGREEMENT**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**CLEAN WATER ACT 401 WATER QUALITY CERTIFICATION**

**U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 23**

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
NORTH CENTRAL REGION  
1701 NIMBUS ROAD, SUITE A  
RANCHO CORDOVA, CA, 95670



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2013-0203-R2  
Weber Creek

EL DORADO COUNTY TRANSPORTATION DIVISION  
GREEN VALLEY ROAD AT WEBER CREEK BRIDGE REPLACEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and El Dorado County Transportation Division (Permittee) as represented by Kimberly A. Kerr.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified the Department on November 23, 2013, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC Section 1603, the Department has determined that the project could substantially adversely affect existing fish or wildlife resources, and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project is located at the Green Valley Road crossing of Weber Creek, in the County of El Dorado, State of California; Latitude 38.7224 North, Longitude 120.8457 West, or Section 14, Township 10N, Range 10E.

## **PROJECT DESCRIPTION**

The project is limited to replacement of the existing bridge on Green Valley Road where it crosses Weber Creek. The new bridge will be immediately downstream of the current bridge. Construction will require installation of a temporary creek crossing, and access roads on both banks of the creek. A soil nail wall will be constructed to stabilize the western bank of the creek downstream of the new bridge abutment. In addition a mechanically stabilized earth gabion wall and a flood wall will be constructed as part of the bank stabilization. Permanent access routes will be constructed in front of both the

eastern and western walls of the new bridge. Rock Slope Protection (RSP) will also be placed on both banks around the wind walls and bridge abutments. The RSP will extend from the creek bed to approximately 2 feet above the 100 year flood line. An existing culvert under Green Valley Road north of the bridge will be extended to accommodate road widening and an outfall ditch will be constructed to allow flows to enter Weber Creek. A drainage ditch will also be constructed on the south side of Green Valley Road and pass through a culvert under Lode Road to allow runoff to enter Weber Creek. As necessary, any driveway culverts on either road will be resituated to accommodate the realignment of the two roads and the new bridge. During construction of the new bridge it will be necessary to divert flows in Weber Creek around or through the construction site. This may require the use of sheet pilings, coffer dams, sand bags, plastic sheeting or other standard industry methods. Following completion of the new bridge, the old bridge and all footings will be demolished and completely removed from the creek. Revegetation of the disturbed riparian habitat will be initiated upon completion of the new bridge and removal of the existing structure.

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: California Red-legged Frogs (*Rana muscosa*), various species of bats, riparian nesting passerine bird species, various owl species including Western Screech owl (*Megascops kennicottii*), Barn Owl (*Tyto alba*) and Great-horned Owl (*Bubo virginianus*), various warm water fish species and resident salmonids (*Salmonidae*).

The adverse effects the project could have on the fish or wildlife resources identified above include: Temporary loss of foraging and nesting habitat; disturbance or loss of diurnal roosting sites, temporary increases in turbidity and barriers to up and downstream movement within the area.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to Department personnel, or personnel from another State, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 **Notification of Conflicting Provisions.** Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, State, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.
- 1.4 **Project Site Entry.** Permittee agrees that Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 **Authorized Work.** The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify the Department of any modifications made to the project plans submitted to the Department. At the discretion of the Department, this agreement will be amended to accommodate modifications to the project plans submitted to the Department and/or new project activities.

## **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 **Work Period.** The time period for completing the work within the stream zone shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of April 15<sup>th</sup> to October 15<sup>th</sup>. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 **Work Period Extensions.** At the Department's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to the Department. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to



complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting the Department in its evaluation. Time extensions are issued at the discretion of the Department. The Department will have ten calendar days to approve the proposed work period extension. The Department reserves the right to require additional measures designed to protect natural resources.

- 2.3 Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to FGC Section 5937. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation.
- 2.4 Bird Nests. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the FGC. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative. If construction is scheduled during the breeding season then a breeding bird survey will be conducted no more than 15 days prior to the start of construction by a Department approved biologist. All active bird nests will be marked following the survey to avoid destruction by equipment. If nesting raptors are identified within the area, a non-disturbance buffer will be established around the nest site. The size of the non-disturbance buffer and any other restrictions will be determined through consultation with the Department following completion of the survey.
- 2.5 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a Department representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.

- 2.6 **Sediment Control.** Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. **The use of monofilament netting based erosion control blankets is prohibited within the stream zone or associated riparian areas.** The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) or the netting surrounding coir logs and/or rolls, after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.
- 2.7 **Pollution Control.** Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.
- 2.8 **Bats.** Prior to the start of construction a survey of the existing bridge structure will be conducted for the presence of bat roosts. If roosting bats are identified then passive exclusionary devices will be installed prior to the start of construction. Timing for installation of these devices shall be in the evening after all bats have left the roost to forage. Prior to demolition of the old bridge a survey for roosting bats will again be conducted to confirm bats are not roosting in the old structure.

- 2.9 California Red-legged Frog. Permittee shall incorporate all mitigation measures to protect California Red-legged Frogs possibly present in Weber Creek as outlined in the U.S. Fish and Wildlife Service Section 7 Consultation letter (81420-2009-F-1263-2) dated January 11, 2012.

### **3. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Habitat Restoration. Following completion of construction of new bridge and associated structures, and demolition of the existing bridge, native trees removed during the course of the project will be replaced at a ratio of 2:1. Replanted trees will be monitored for five years following completion of construction. Trees that die within the five year period will be replaced. The success criteria for the replanting will be at least 60 percent establishment at the end of the five year post-construction monitoring period.
- 3.2 Red-legged Frog Habitat Impacts. Permittee will purchase 2.964 credits at an approved conservation bank for impacts to California Red-Legged Frog habitat.
- 3.3 Bat Roost Impacts. If possible, artificial bat roosts or bat roost friendly structures will be incorporated into the new bridge design or installed under the new bridge or on the support structures for the new bridge.

### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify the Department within two working days of beginning work within the stream zone of Weber Creek. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 4.2 Prior to the start of construction, the Permittee shall submit to the Department, proof of purchase of all mitigation credits as identified in this agreement.
- 4.3 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to the Department within fourteen days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

### **CONTACT INFORMATION**

Any communication that Permittee or the Department submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or the Department specifies by written notice to the other.

To Permittee:

County of El Dorado, Transportation Division  
2850 Fairlane Court  
Placerville, CA 95667  
(530) 626-0387  
Kimberly.kerr@edcgov.us

To the Department:

Department of Fish and Wildlife  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
Attn: Lake and Streambed Alteration Program – Streambed Desk  
Notification #1600-2013-0203-R2  
(916) 358-2912  
R2lsa@wildlife.ca.gov

**LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute the Department's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

**SUSPENSION AND REVOCATION**

The Department may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before the Department suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall State the reason(s) for the proposed suspension or revocation, provide

Permittee an opportunity to correct any deficiency before the Department suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused the Department to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes the Department from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects the Department's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, State, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC Sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

The Department may amend the Agreement at any time during its term if the Department determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed "Request to Amend Lake or Streambed Alteration" form and include with the completed

form payment of the corresponding amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter the Department approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to the Department a completed "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with FGC Section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to the Department a completed "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). The Department shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of the Department's signature, which shall be: 1) after Permittee's signature; 2) after the Department complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC Section 711.4 filing fee listed at [http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall expire five years from the date of the Department's signature, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a)(2) requires.

**AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

**AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify the Department in accordance with FGC Section 1602.

**CONCURRENCE**

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR COUNTY OF EL DORADO, DIVISION OF  
TRANSPORTATION**

  
\_\_\_\_\_  
Kimberly Kerr  
Acting Director, Community Development Agency

12/2/13  
\_\_\_\_\_  
Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

  
\_\_\_\_\_  
Tina Bartlett  
Regional Manager

12/11/13  
\_\_\_\_\_  
Date

Prepared by: Bob Hosea  
Environmental Scientist



RECEIVED  
DOT



EDMUND G. BROWN JR.  
GOVERNOR  
MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

**Central Valley Regional Water Quality Control Board**

9 June 2014

Mr. Dustin Harrington  
El Dorado County, Transportation Division  
2850 Fairlane Court  
Placerville, CA 95667

**CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY  
CERTIFICATION FOR DISCHARGE OF DREDGED AND/OR FILL MATERIALS FOR THE  
GREEN VALLEY ROAD AT WEBER CREEK BRIDGE REPLACEMENT PROJECT  
(WDID#5A09CR00133), PLACERVILLE, EL DORADO COUNTY**

**ACTION:**

- 1.  Order for Standard Certification
- 2.  Order for Technically-conditioned Certification
- 3.  Order for Denial of Certification

**WATER QUALITY CERTIFICATION STANDARD CONDITIONS:**

- 1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and §3867 of Title 23 of the California Code of Regulations (23 CCR).
- 2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- 3. The validity of any non-denial certification action shall be conditioned upon total payment of the full fee required under 23 CCR §3833, unless otherwise stated in writing by the certifying agency.
- 4. Certification is valid for the duration of the described project. El Dorado County shall notify the Central Valley Water Board in writing within 7 days of project completion.





**ADDITIONAL TECHNICALLY CONDITIONED CERTIFICATION CONDITIONS:**

In addition to the four standard conditions, El Dorado County shall satisfy the following:

1. El Dorado County shall notify the Central Valley Water Board in writing 7 days in advance of the start of any in-water activities.
2. Except for activities permitted by the U.S. Army Corps under §404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. All areas disturbed by project activities shall be protected from washout or erosion.
4. El Dorado County shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.
5. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working during all phases of construction.
6. All temporarily affected areas will be restored to pre-construction contours and conditions upon completion of construction activities.
7. El Dorado County shall perform surface water sampling: 1) When performing any in-water work; 2) In the event that project activities result in any materials reaching surface waters or; 3) When any activities result in the creation of a visible plume in surface waters. The following monitoring shall be conducted immediately upstream out of the influence of the project and 300 feet downstream of the active work area. Sampling results shall be submitted to this office within two weeks of initiation of sampling and every two weeks thereafter. The sampling frequency may be modified for certain projects with written permission from the Central Valley Water Board.

<b>Parameter</b>	<b>Unit</b>	<b>Type of Sample</b>	<b>Frequency of Sample</b>
Turbidity	NTU	Grab	Every 4 hours during in water work
Settleable Material	ml/l	Grab	Same as above.
Visible construction related pollutants	Observations	Visible Inspections	Continuous throughout the construction period

8. Activities shall not cause turbidity increases in surface water to exceed:
- (a) where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
  - (b) where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
  - (c) where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
  - (d) where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
  - (e) where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTU over background turbidity as measured in surface waters 300 feet downstream from the working area. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be assessed by prior permission of the Central Valley Water Board.

9. Activities shall not cause settleable matter to exceed 0.1 ml/l in surface waters as measured in surface waters 300 feet downstream from the project.
10. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the work area or downstream. El Dorado County shall notify the Central Valley Water Board immediately of any spill of petroleum products or other organic or earthen materials.
11. El Dorado County shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, oil/grease, or foam are exceeded.
12. El Dorado County shall comply with all Department of Fish and Wildlife 1600 requirements for the project.
13. El Dorado County must obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the State Water Resources Control Board for any project disturbing an area of 1 acre or greater.
14. The Conditions in this water quality certification are based on the information in the attached "Project Information." If the information in the attached Project Information is modified or the project changes, this water quality certification is no longer valid until amended by the Central Valley Water Board.
15. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under State law and section 401 (d) of the federal Clean Water Act. The applicability of any State law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance into this Order.

- a. If El Dorado County or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Order, or falsifies any information provided in the monitoring reports, the applicant is subject to civil monetary liabilities, for each day of violation, or criminal liability.
- b. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require El Dorado County to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
- c. El Dorado County shall allow the staff(s) of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this certification and determining the ecological success of the project.

**ADDITIONAL STORM WATER QUALITY CONDITIONS:**

El Dorado County shall also satisfy the following additional storm water quality conditions:

1. During the construction phase, El Dorado County must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
  - (a) the Storm Water Pollution Prevention Plan (SWPPP) must be prepared during the project planning and design phases and before construction;
  - (b) an effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.
2. El Dorado County must minimize the short and long-term impacts on receiving water quality from the Green Valley Road at Weber Creek Bridge Replacement Project by implementing the following post-construction storm water management practices:
  - (a) minimize the amount of impervious surface;
  - (b) reduce peak runoff flows;
  - (c) provide treatment BMPs to reduce pollutants in runoff;
  - (d) ensure existing waters of the State (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
  - (e) preserve and, where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
  - (f) limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
  - (g) use existing drainage master plans or studies to estimate increases in pollutant loads and flows resulting from projected future development and require incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;

- (h) identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss;
  - (i) control post-development peak storm water run-off discharge rates and velocities to prevent or reduce downstream erosion, and to protect stream habitat.
3. El Dorado County must ensure that all development within the project provides verification of maintenance provisions for post-construction structural and treatment control BMPs. Verification shall include one or more of the following, as applicable:
- (a) the developer's signed statement accepting responsibility for maintenance until the maintenance responsibility is legally transferred to another party; or
  - (b) written conditions in the sales or lease agreement that require the recipient to assume responsibility for maintenance; or
  - (c) written text in project conditions, covenants and restrictions for residential properties assigning maintenance responsibilities to a home owner's association, or other appropriate group, for maintenance of structural and treatment control BMPs; or
  - (d) any other legally enforceable agreement that assigns responsibility for storm water BMP maintenance.
4. Staff of the Central Valley Water Board has prepared total maximum daily load (TMDL) allocations that, once approved, would limit methylmercury in storm water discharges to the Sacramento-San Joaquin Delta. The Central Valley Water Board has scheduled these proposed allocations to be considered for adoption. When the Central Valley Water Board adopts the TMDL and once approved by the Environmental Protection Agency, the discharge of methylmercury may be limited from the proposed project. The purpose of this condition is to provide notice to El Dorado County that methylmercury discharge limitations and monitoring requirements may apply to this project in the future and also to provide notice of the Central Valley Water Board's TMDL process and that elements of the planned construction may be subject to a TMDL allocation.

**REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:**

George D. Day, P.E., Redding Branch Office, 364 Knollcrest Drive, Suite 205, Redding, California 96002, (530) 224-4845

**WATER QUALITY CERTIFICATION:**

I hereby issue an order certifying that any discharge from El Dorado County, Green Valley Road at Weber Creek Bridge Replacement Project (WDID# 5A09CR00133) will comply with the applicable provisions of §301 ("Effluent Limitations"), §302 ("Water Quality Related Effluent Limitations"), §303 ("Water Quality Standards and Implementation Plans"), §306 ("National Standards of Performance"), and §307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)."

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with El Dorado County's project description and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the Water Quality Control Plan for the Sacramento River and San Joaquin River, Fourth Edition, revised October 2011 (Basin Plan).

Any person aggrieved by this action may petition the State Water Quality Control Board to review the action in accordance with California Water Code § 13320 and California Code of Regulations, title 23, § 2050 and following. The State Water Quality Control Board must receive the petition by 5:00 p.m., 30 days after the date of this action, except that if the thirtieth day following the date of this action falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Quality Control Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at: [http://www.waterboards.ca.gov/public\\_notices/petitions/water\\_quality](http://www.waterboards.ca.gov/public_notices/petitions/water_quality) or will be provided upon request.



(for) PAMELA C. CREEDON  
Executive Officer

GDD:lmw

Enclosure: Water Quality Order No. 2003-0017 DWQ

cc w/o  
enclosures: Mr. Peck Ha, U.S. Army Corp of Engineers, Sacramento  
Department of Fish and Wildlife, Region 2, Rancho Cordova  
U.S. Fish and Wildlife Service, Sacramento  
Mr. Bill Jennings, CALSPA, Stockton

cc w/o  
enclosures  
by email: U.S. EPA, Region 9, San Francisco  
Mr. Bill Orme, SWRCB, Certification Unit, Sacramento

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### PROJECT INFORMATION

**Application Date:** 22 August 2013

**Application Complete Date:** 4 June 2014

**Applicant:** El Dorado County, Attn: Mr. Dustin Harrington

**Project Name:** Green Valley Road at Weber Creek Bridge Replacement Project

**Application Number:** WDID No. 5A09CR00133

**U.S. Army Corps File Number:** SPK-2011-00804

**Type of Project:** Replacement of the existing bridge on Green Valley Road at Weber Creek.

**Project Location:** Section 14, Township 10 North, Range 10 East, MDB&M.  
Latitude: 38°43'20" and Longitude: -120°50'44"

**County:** El Dorado County

**Receiving Water(s) (hydrologic unit):** Weber Creek, which is tributary to American River.  
American River Hydrologic Unit-Weber Creek Hydrologic Subarea No. 514.31

**Water Body Type:** Riparian, Streambed

**Designated Beneficial Uses:** The Basin Plan for the Central Valley Water Board has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include: Municipal and Domestic Water Supply (MUN); Industrial Supply (IND), Hydropower Generation (POW); Groundwater Recharge, Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); Cold Spawning, Reproduction, and /or Early Development (SPWN); and Wildlife Habitat (WILD).

**Project Description (purpose/goal):** The Green Valley Road at Weber Creek Bridge Replacement Project consists of replacing the Green Valley Road Bridge (Bridge Number 25C-0088) at Weber Creek. The existing 20-foot wide, two-lane, reinforced concrete bridge, constructed in 1926, has been identified by Caltrans as structurally deficient (sufficiency rating of 22.5) and as not meeting current standards of roadway width. Associated improvements include an improved horizontal alignment with a larger radius curve, improved vertical alignment, wider lanes and shoulders, and retaining walls.

The County will maintain two-way traffic on the existing bridge for a majority of the bridge, western wall, eastern wall and western road construction. A full closure of Green Valley Road through the project site will be necessary during construction of the eastern road. It is expected the full closure will last for up to two weeks, but will reduce the overall amount of construction time. A temporary creek crossing will be constructed downstream of the existing bridge. The abutment for the temporary creek crossing will be construction with k-rails and clean gravel foundation, and a steel or timber bridge deck will be constructed. Temporary access roads are needed on the north and south banks of Weber Creek to access the temporary creek crossing. The temporary bridge deck and k-rails will be removed by 15 October.

The existing bridge will be removed after the completion of the new bridge, and all concrete and other demolition debris will be removed from the project site and disposed of by the contractor. A soil nail wall will be constructed to stabilize the western bank, along the downstream side of the western bridge abutment. A mechanically stabilized earth gabion wall and flood wall will be constructed along the outside of the soil nail wall. Two additional gabion walls will be constructed along Green Valley Road. A 10-foot-wide permanent access route will be constructed in front of the downstream east wall and a 2-foot-wide permanent access route will be constructed in front of the downstream west wall.

Construction of the new bridge and false work may require diversion and/or dewatering of Weber Creek during construction of the abutments. Excavations at the abutments may need to be dewatered. Flows would pass through the existing creek under the bridge. Diversion methods may include the use of water pillows, rock, sandbags, sheet piling, pipes or coffer dams, or other structural methods approved by the Project Engineer and Department of Fish & Wildlife. Groundwater and seepage in the dewatered area will be removed in accordance with Section 401 of the Clean Water Act. Best management practices will be implemented during construction to prevent concrete or other materials from entering the channel.

Rock slope protection (RSP) will be placed around the bridge abutments and wing walls to stabilize the creek banks and cover the fill on top of the footing. The RSP will extend from the bed of the creek below the ordinary high water mark (OHWM) to the top of the bank above the OHWM. Additional RSP will be placed around the flood wall on the north side of the new road alignment. The RSP will be placed up to 2 feet about the 100 year high water elevation to protect the flood wall against scour and sliding of the approach fills, it will also be placed at locations where the existing bridge abutments will be removed and re-graded. This will occur immediately upstream of the proposed bridge, and is necessary to prevent the sliding and/or erosion of the re-graded slope areas.

An existing culvert under Green Valley Road, north of the bridge, will be extended to accommodate the widened road. A ditch will be constructed along the eastern wall to outfall on the northeast bank of Weber Creek. A drain will be constructed along the south side of Green Valley Road and under Lode Road to an outlet on the southwestern bank of Weber Creek. Other minor culverts may be necessary across private driveways.

**Preliminary Water Quality Concerns:** Construction activities may impact surface waters with increased turbidity and settleable matter.

**Proposed Mitigation to Address Concerns:** El Dorado County will implement Best Management Practices (BMPs) to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. El Dorado County will conduct turbidity and settleable matter testing during in-water work, stopping work if Basin Plan criteria are exceeded or are observed.

**Fill/Excavation Area:** Project implementation will permanently impact 0.057 acres of riparian and 0.025 acres of un-vegetated streambed and temporarily impact 0.109 acres of riparian and 0.069 acres of un-vegetated streambed.

**Dredge Volume:** 205 cubic yards of soil silt and mud, and 20 cubic yards of organic material.

**U.S. Army Corps of Engineers Permit Number:** Nationwide Permit #23 (Approved Categorical Exclusions)

**Department of Fish and Wildlife Streambed Alteration Agreement:** El Dorado County applied for a Streambed Alteration Agreement in August 2013. Lake & Streambed Alteration Agreement Number: 1600-2013-0203-R2

**Possible Listed Species:** California red-legged frog

**Status of CEQA Compliance:** The El Dorado County Board of Supervisors issued a final Notice of Determination approving a Mitigated Negative Declaration on 16 November 2011 in compliance with Section 21108 or 21152 of the Public Resources Code, stating the project will not have a significant effect on the environment. Mitigation measures were made a condition of approval. A Statement of Overriding Considerations was not adopted for this project. (State Clearinghouse Number 2011072048).

**Compensatory Mitigation:** El Dorado County will purchase 2.964 acres of California Red Legged Frog Consecration credits from the Big Gun Conservation Bank, for the purchase price of \$251,940.00.

**Application Fee Provided:** On 22 August 2013 a certification application fee of \$1,715.00 was submitted as required by 23 CCR §3833b(3)(A) and by 23 CCR §2200(e).





REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO CA 95814-2922

April 21, 2014

Regulatory Division (SPK-2011-00804)

Ms. Kimberly Kerr  
El Dorado County Transportation Division  
2850 Fairlane Court  
Placerville, California 95667

Dear Ms. Kerr:

We are responding to your August 22, 2013, request for a Department of the Army permit for the Green Valley Road Bridge at Weber Creek Replacement Project. This approximately 7.68-acre project involves activities, including discharges of dredged or fill material, in waters of the United States to replace and realign a bridge. The project is located on Weber Creek, in Section 14, Township 10 North, Range 10 East, Mount Diablo Meridian, Latitude 38.7229854786893°, Longitude -120.845160683035°, Placerville, El Dorado County, California.

Based on the information you provided, the proposed activity, resulting in the permanent loss of approximately 0.082 acres and temporary impacts to approximately 0.0178 acres of Weber Creek and unnamed-channel, is authorized by Nationwide Permit (NWP) Number 23. However, until Section 401 Water Quality Certification for the activity has been issued or waived, our authorization is denied without prejudice. Once you have provided us evidence of water quality certification, the activity is authorized and the work may proceed subject to the conditions of certification and the NWP. Your work must comply with the general terms and conditions listed on the enclosed 2012 NWP 14 information sheets (enclosure 1), the Final Sacramento District NWP Regional Conditions for California (especially Regional Conditions # 5, 6, 8, 11, 12, 13, & 19)(enclosure 2), and the following Special Conditions:

Special Conditions

1. The drawing entitled, *Green Valley Road at Weber Creek Bridge Replacement Project*, dated March 19, 2014, created by County of El Dorado Community Development Agency, Transportation Division, is incorporated as a condition of this authorization. No deviations from the work as shown in this drawing are authorized.
2. This Corps permit does not authorize you to take an endangered species, in particular the California red-legged frog (*Rana draytonii*), or designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (e.g., an Endangered Species Act Section 10 permit, or a Biological Opinion under Endangered Species Act Section 7, with "incidental take" provisions with which you must comply). The enclosed Fish and Wildlife Service Biological Opinion (Number 81420-2009-F-1263-2, dated January 11, 2012), contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that is also specified in the Biological Opinion. Your authorization under this Corps permit is conditional upon your

compliance with all of the mandatory terms and conditions associated with "incidental take" of the attached Biological Opinion, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the Biological Opinion, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. The U. S. Fish and Wildlife Service is the appropriate authority to determine compliance with the terms and conditions of their Biological Opinion, and with the Endangered Species Act. You must comply with all conditions of this Biological Opinion, including those ascribed to the Corps.

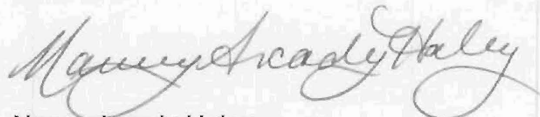
You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work.

This verification is valid until March 18, 2017, when the existing NWP's are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified, reissued, or revoked, you will have twelve (12) months from the date of the modification, reissuance, or revocation of the NWP to complete the activity under the present terms and conditions. Failure to comply with the General and Regional Conditions of this NWP, or the project-specific Special Conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2011-00804 in any correspondence concerning this project. If you have any questions, please contact Mr. Peck Ha at our California North Branch Office, Regulatory Division, Sacramento District, U.S. Army Corps of Engineers, 1325 J Street, Room 1350, Sacramento, California 95814-2922, by email at [Peck.Ha@usace.army.mil](mailto:Peck.Ha@usace.army.mil), or telephone at 916-557-6617. For more information regarding our program, please visit our website at [www.spk.usace.army.mil/Missions/Regulatory.aspx](http://www.spk.usace.army.mil/Missions/Regulatory.aspx).

Sincerely,



Nancy Arcady Haley  
Chief, California North Branch

Enclosures

cc: (w/o encls)

Mr. Elizabeth Lee, California Regional Water Quality Control Board, [EMLee@waterboards.ca.gov](mailto:EMLee@waterboards.ca.gov)  
Mr. Paul Jones, U.S. Environmental Protection Agency, Region IX, [Jones.Paul@epa.gov](mailto:Jones.Paul@epa.gov)  
Ms. Tina Bartlett, California Department of Fish and Game, [TinaBartlett@wildlife.ca.gov](mailto:TinaBartlett@wildlife.ca.gov)  
Mr. Ryan Olah, U.S. Fish and Wildlife Service, [ryan\\_olah@fws.gov](mailto:ryan_olah@fws.gov)

County of El Dorado, State of California  
Community Development Agency  
Transportation Division

Contract No. PW 13-30685 / CIP No. 77114

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT**

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this \_\_\_<sup>st</sup> day of \_\_\_\_\_, in the year of 20\_\_, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Community Development Agency, Transportation Division thereof, the party of the first part hereinafter called "County," and [contractor], party of the second part hereinafter called "Contractor."

**RECITALS:**

**WHEREAS**, County has caused the above-captioned project to be let to formal bidding process; and

**WHEREAS**, Contractor has duly submitted a bid response for the captioned project upon which County has awarded this contract;

**NOW, THEREFORE**, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

**Article 1. THE WORK**

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of County's Contract Documents entitled:

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT**

The project is located in County of El Dorado along Green Valley Road, in Placerville. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Construction of a new, pre-stressed box girder bridge over Weber Creek; removal of the existing structure; construction of new mechanically stabilized earth, gabion, and reinforced concrete retaining walls; and grading and paving for the new bridge approaches and re-aligned roadway. 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, Local Agency Bidder DBE Commitment (Construction Contracts) Form; DBE Information Good Faith Efforts form; Equal Employment Opportunity Certification, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Iran Contracting Act Certification, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, Non-lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), Certification of Bidder's Prefabricated Bridge Manufacturer's Qualifications, Opt Out of Payment Adjustments for Price Index Fluctuation form, if elected, Electronic Files Usage Acknowledgment form, if elected, Form FHWA 1273; the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum

and the Nondiscrimination Assurances, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans dated May 2006, and Standard Specifications dated May 2006, Amendments to the May 2006 Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

### **Article 3. COVENANTS AND CONTRACT PRICE**

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

### **Article 4. COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 4 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in Section 4 of the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with Section 4 of the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **Five Thousand Four Hundred Dollars (\$5,400)**, 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. For Stage 4 work requiring the closure of Green Valley Road the Contractor shall be allowed a maximum of five (5) consecutive calendar days, as described in "Maintaining Traffic" of these special provisions to complete the work. In the event the Contractor fails to open Green Valley Road after prescribed five (5) days of closure, the Contractor shall pay to the County of El Dorado the sum of **Ten Thousand Dollars (\$10,000)** per calendar day for each and every calendar day's delay.

### **Article 5. INDEMNITY**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, and the State of California (State), its officers and employees, any property owners from whom the County obtained easements, and any federal government agencies associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to,

workers and the public, or on account of injuries to or death of County, State, any property owners from whom the County obtained easements, or federal government agency employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State, or any federal government agencies, any property owners from whom the County has obtained easements, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State or any federal government agencies their officers and employees, or any property owners from whom the County has obtained easements, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State, any property owners from whom the County obtained easements, and any federal government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

**Article 6. VENUE**

Any litigation arising out of this Contract shall be brought in County of El Dorado and governed by California law.

**Article 7. NOTIFICATION OF SURETY COMPANY**

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

**Article 8. ASSIGNMENT OF ANTITRUST ACTIONS**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**Article 9. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

#### **Article 10. TERMINATION BY COUNTY FOR CAUSE**

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other federal or state requirements as identified in Section "Compliance with Federal, State, and Local Agency Requirements" of the Special Provisions, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

**Article 11. SUCCESSORS AND ASSIGNS**

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

**Article 12. REPORTING ACCIDENTS**

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

**Article 13. EMISSIONS REDUCTION**

Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the Work and maintain compliance throughout the duration of this Contract.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

**Article 14. WORKERS’ COMPENSATION CERTIFICATION**

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers’ Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

**Article 15. WARRANTY**

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

**Article 16. RETAINAGE**

The retainage from payment is set forth in “RETENTION OF FUNDS AND RELEASE OF RETAINED FUNDS” of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**Article 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of this Agreement.

The Contractor shall carry out applicable requirements of 49 CFR Part 18 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (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.

**Article 18. PREVAILING WAGE REQUIREMENTS**

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-



4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Community Development Agency, Transportation Division's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor constitutes a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract must conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Comply with Section 7-1.50 of the Amendments to the Standard Specifications, Exhibit D of this Agreement, and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors must pay not less than the higher wage rate. The Community Development Agency, Transportation Division will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors must pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.

#### **Article 19. NONDISCRIMINATION**

A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" and the requirements of Exhibit C, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit C, both of which exhibits and all of the Appendices to Exhibit C are incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related work shall incorporate Exhibits B and C and Appendices A through D to Exhibit C (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**Article 20. CONTRACTOR ASSURANCES**

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Will comply with County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).

- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

**Article 21. BUSINESS LICENSE**

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

**Article 22. TAXES**

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**Article 23. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director Engineering, Fairlane Unit, Community Development Agency, Transportation Division, or successor.

**Article 24. AUTHORIZED SIGNATURES**

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**Article 25. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**Article 26. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**Article 27. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**Article 28. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**IN WITNESS WHEREOF**, the said Community Development Agency, Transportation Division of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

**COUNTY OF EL DORADO**

Dated: \_\_\_\_\_

Board Date: \_\_\_\_\_

\_\_\_\_\_  
Board of Supervisors  
Attest:  
James S. Mitrisin  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

Board Date: \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

**CONTRACTOR**

Dated: \_\_\_\_\_

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Federal Employee Identification Number

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Corporate Secretary

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the County prior to signing this document.

Mailing Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**EXHIBIT A**

**CONTRACTOR'S BID AND BID PRICE SCHEDULE  
GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT**

**CONTRACT NO. PW 13-30685 / CIP NO. 77114**

<b>Item No.</b>	<b>Item Code</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price (In Figures)</b>	<b>Item Total (In Figures)</b>
1	070012	Progress Schedule (Critical Path Method)	LS	1		
2	070030	Lead Compliance Plan	LS	1		
3	071325	Temporary Fence (Type ESA)	LF	1,800		
4	074016	Construction Site Management	LS	1		
5	074019	Prepare Storm Water Pollution Prevention Plan	LS	1		
6	074020	Prepare Fugitive Dust Control Plan	LS	1		
7	074045	Temporary Creek Diversion System	LS	1		
8	120090	Construction Area Signs	LS	1		
9	120100	Traffic Control System	LS	1		
10	120159	Temporary Traffic Stripe (Paint)	LF	3,375		
11	129000	Temporary Railing (Type K)	LF	1,480		
12	129110	Temporary Crash Cushion System (Elements)	EA	30		
13	150714	Remove Thermoplastic Traffic Stripe	LF	3,636		
14	150742	Remove Roadside Sign	EA	11		
15	150812	Remove Pipe	LF	171		
16	152255	Reset Mailbox	LS	1		
17	152303	Reset Markers and Delineators	EA	10		
18	152390	Relocate Roadside Sign	EA	6		
19	153103	Cold Plane Asphalt Concrete Pavement	SY	137		
20	153531	Access Opening (Soffit)	EA	2		
21	157550	Bridge Removal (F)	LS	1		
22	160101	Clearing & Grubbing	LS	1		
23	170101	Develop Water Supply	LS	1		
24	190101	Roadway Excavation (F)	CY	3,453		
25	192003	Structure Excavation (Bridge) (F)	CY	1,016		
26	192055	Structure Excavation (Retaining Wall No. 1) (F)	CY	1,043		
27	192055	Structure Excavation (Retaining Wall No. 2) (F)	CY	155		
28	193003	Structure Backfill (Bridge) (F)	CY	2,310		
29	193013	Structure Backfill (Retaining Wall No. 2) (F)	CY	225		
30	197003	Contour Grading	CY	1,700		
31	197021	Earth Retaining Structure (Gabion MSE Retaining Wall No. 1)	SF	7,250		
32	198010	Imported Borrow (F)	CY	7,672		
33	203031	Erosion Control (Hydroseed)	SY	1,501		
34	203034	Rolled Erosion Control Product (Blanket)	SY	217		
35	204099	Plant Establishment Work	LS	1		
36	208604	10" Plastic Pipe (Schedule 40)	LF	47		
37	260201	Class 2 Aggregate Base	CY	780		

38	390133	Hot Mix Asphalt (Type A, PG 64-16)	TON	659				
39	390138	Rubberized Hot Mix Asphalt (Open Graded)	TON	246				
40	394073	Place Hot Mix Asphalt Dike (Type A)	LF	242				
41	394074	Place Hot Mix Asphalt Dike (Type C)	LF	53				
42	394077	Place Hot Mix Asphalt Dike (Type F)	LF	464				
43	394090	Place Hot Mix Asphalt (Miscellaneous Area)	SY	9				
44	460300	Soil Nail (#8 Nails)	LF	1,844				
45	460300	Soil Nail (#10 Nails)	LF	5,480				
46	475000	Retaining Wall Stem (Type 6)	SF	62				
47	490400A	3" Drilled Hole	LF	150				
48	500001	Prestressing Cast-In-Place Concrete	LS	1				
49	510051	Structural Concrete (Bridge Footing) (F)	CY	315				
50	510053	Structural Concrete (Bridge) (F)	CY	1,210				
51	510060	Structural Concrete (Retaining Wall No. 2) (F)	CY	65				
52	510085	Structural Concrete (Approach Slab, Type EQ) (F)	CY	30				
53	510501	Minor Concrete (F)	CY	77				
54	510501A	Drainage Inlet (Type G1)	EA	1				
55	510501A	Drainage Inlet (Type G3)	EA	1				
56	510501A	Drainage Inlet (Type G4)	EA	1				
57	510502	Minor Concrete (Minor Structure) (F)	CY	7				
58	511035	Architectural Treatment (Sculpted Shotcrete) (F)	SF	7,662				
59	511035	Architectural Treatment (Bridge) (F)	LS	1				
60	511106	Drill and Bond Dowel	LF	148				
61	519100	Joint Seal (MR = 2", Type B)	LF	94				
62	520102	Bar Reinforcing Steel (Bridge) (F)	LB	354,000				
63	520103	Bar Reinforcing Steel (Retaining Wall) (F)	LB	47,736				
64	530100	Shotcrete	CY	303				
65	566011	Roadside Sign (1-Post)	EA	5				
66	597601	Prepare and Stain Concrete	SF	7,662				
67	598001	Anti-Graffiti Coating	LS	1				
68	665012	12" Corrugated Steel Pipe (.079" Thick)	LF	30				
69	665018	18" Corrugated Steel Pipe (.109" Thick)	LF	407				
70	665024	24" Corrugated Steel Pipe (.109" Thick)	LF	105				
71	700615A	24" Corrugated Steel Pipe Inlet (Modified, Type OMP)	EA	1				
72	700639	36" Corrugated Steel Pipe Inlet (.109" Thick, Type OMP/OMPI)	EA	3				
73	703460	24" Welded Steel Pipe Casing (Bridge)	LF	58				
74	705007	12" Steel Flared End Section	EA	1				
75	705011	18" Steel Flared End Section	EA	4				
76	705015	24" Steel Flared End Section	EA	2				
77	707117	36" Precast Concrete Pipe Inlet (Type OCPI)	EA	1				
78	709522	Inlet Depression	EA	1				
79	721015	Rock Slope Protection (Light, Method B) (F)	CY	969				
80	721017	Rock Slope Protection (Facing, Method B) (F)	CY	143				
81	721022	Rock Slope Protection (1 Ton, Method B) (F)	CY	2,092				
82	722020	Gabion (Retaining Wall No. 3)	CY	750				
83	729010	Rock Slope Protection Fabric (Class 8) (F)	SY	1,489				

84	730046	Minor Concrete (Concrete Apron) (F)	CY	50				
85	731516	Minor Concrete (Driveway) (F)	CY	8				
86	750502	Miscellaneous Metal (Retaining Wall No. 1) (F)	LB	10,511				
87	800321	Chain Link Fence (Type CL-4, Vinyl-Clad)	LF	384				
88	801360	12' Metal Gate (Maintenance Access)	EA	1				
89	802180	12' Chain Link Gate (Type CL-4, Vinyl-Clad)	EA	1				
90	820108	Delineator (Class 2)	EA	3				
91	832003	Metal Beam Guard Railing (Wood Post)	LF	439				
92	833088	Tubular Handrailing (F)	LF	495				
93	839521	Cable Railing	LF	446				
94	839541	Transition Railing (Type WB)	EA	3				
95	839564	Terminal System (Type FLEAT)	EA	1				
96	839565	Terminal System (Type SRT)	EA	2				
97	839720	Concrete Barrier (Type 732) (F)	LF	330				
98	839721	Concrete Barrier (Type 732A) (F)	LF	165				
99	840504	4" Thermoplastic Traffic Stripe	LF	2,684				
100	840515	Thermoplastic Pavement Marking	SF	84				
101	850111	Pavement Marker (Retroreflective, Type D)	EA	74				
102	999990	Mobilization	LS	1				

(F) Final Pay Quantity  
(P) Eligible for Partial Payment  
(LS) Lump Sum

draft

## EXHIBIT B

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Contractor and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Contractor will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
  - (a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.



## EXHIBIT C

### NONDISCRIMINATION ASSURANCES

Contractor hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Contractor hereby gives assurance that Contractor will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Contractor hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Contractor agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Contractor hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Contractor shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Contractor receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Contractor receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Contractor shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Contractor with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and  
Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Contractor for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Contractor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Contractor retains ownership or possession of the property.

9. That Contractor shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Contractor, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Contractor agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Contractor shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of State assisted contracts. County's DBE Race-Neutral Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et. seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Contractor, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

**APPENDIX A**  
**to**  
**EXHIBIT C**

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as “Contractor”) agrees as follows:

(1) **Compliance with Regulations:** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the Regulations.

(3) **Solicitations for Sub-agreements, Including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work performed under s Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Contractor’s books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Contractor’s noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B  
to  
EXHIBIT C**

**(NOT USED)**

draft

**APPENDIX C  
to  
EXHIBIT C**

**(NOT USED)**

draft

**APPENDIX D  
to  
EXHIBIT C**

**(NOT USED)**

draft

## EXHIBIT D

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

**II. NONDISCRIMINATION**

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

The provisions of this section related to 23 CFR Part 230 are applicable  
Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**



a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of

the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon

Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within

30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded

Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification,

in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 3247, Civil Code)

Bond No. \_\_\_\_\_

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

\_\_\_\_\_ hereafter referred to as "Principal", a contract for the work described as follows:

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT  
CONTRACT No. PW 13-30685 / CIP No. 77114**

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 Obligees, in the sum of

\_\_\_\_\_  
Dollars,  
(\$ \_\_\_\_\_) to be paid to the Obligees, 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: \_\_\_\_\_, 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 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 \_\_\_\_\_

**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 Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Contract No. PW 13-30685 / CIP No. 77114 for the Green Valley Road at Weber Creek Bridge Replacement Project** 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 Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligees 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 Obligees 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 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 \_\_\_\_\_

**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)



**COMPLETING BID IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE WILL BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.**

## **PROPOSAL**

**(to be submitted with Bidder's Security)**

**TO: COUNTY OF EL DORADO,  
STATE OF CALIFORNIA  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION,**

for the construction of  
the

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT  
CONTRACT No. PW 13-30685 / CIP No. 77114**

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O.BOX \_\_\_\_\_

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 (    ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California 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 March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual; the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT  
CONTRACT No. PW 13-30685 / CIP No. 77114**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all the items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado in accordance with the Special Provisions within ten (10) days, not including Saturdays, Sundays, and legal holidays, of the date of the letter notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County of El Dorado, in the form of the copy of the Draft Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that it will take in full payment therefore the following item prices, to wit:

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE  
GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT  
CONTRACT NO. PW 13-30685 / CIP NO. 77114**

<b>Item No.</b>	<b>Item Code</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price (In Figures)</b>		<b>Item Total (In Figures)</b>	
1	070012	Progress Schedule (Critical Path Method)	LS	1				
2	070030	Lead Compliance Plan	LS	1				
3	071325	Temporary Fence (Type ESA)	LF	1,800				
4	074016	Construction Site Management	LS	1				
5	074019	Prepare Storm Water Pollution Prevention Plan	LS	1				
6	074020	Prepare Fugitive Dust Control Plan	LS	1				
7	074045	Temporary Creek Diversion System	LS	1				
8	120090	Construction Area Signs	LS	1				
9	120100	Traffic Control System	LS	1				
10	120159	Temporary Traffic Stripe (Paint)	LF	3,375				
11	129000	Temporary Railing (Type K)	LF	1,480				
12	129110	Temporary Crash Cushion System (Elements)	EA	30				
13	150714	Remove Thermoplastic Traffic Stripe	LF	3,636				
14	150742	Remove Roadside Sign	EA	11				
15	150812	Remove Pipe	LF	171				
16	152255	Reset Mailbox	LS	1				
17	152303	Reset Markers and Delineators	EA	10				
18	152390	Relocate Roadside Sign	EA	6				
19	153103	Cold Plane Asphalt Concrete Pavement	SY	137				
20	153531	Access Opening (Soffit)	EA	2				
21	157550	Bridge Removal (F)	LS	1				
22	160101	Clearing & Grubbing	LS	1				
23	170101	Develop Water Supply	LS	1				
24	190101	Roadway Excavation (F)	CY	3,453				
25	192003	Structure Excavation (Bridge) (F)	CY	1,016				
26	192055	Structure Excavation (Retaining Wall No. 1) (F)	CY	1,043				
27	192055	Structure Excavation (Retaining Wall No. 2) (F)	CY	155				
28	193003	Structure Backfill (Bridge) (F)	CY	2,310				
29	193013	Structure Backfill (Retaining Wall No. 2) (F)	CY	225				
30	197003	Contour Grading	CY	1,700				
31	197021	Earth Retaining Structure (Gabion MSE Retaining Wall No. 1)	SF	7,250				
32	198010	Imported Borrow (F)	CY	7,672				
33	203031	Erosion Control (Hydroseed)	SY	1,501				
34	203034	Rolled Erosion Control Product (Blanket)	SY	217				
35	204099	Plant Establishment Work	LS	1				
36	208604	10" Plastic Pipe (Schedule 40)	LF	47				
37	260201	Class 2 Aggregate Base	CY	780				
38	390133	Hot Mix Asphalt (Type A, PG 64-16)	TON	659				
39	390138	Rubberized Hot Mix Asphalt (Open Graded)	TON	246				
40	394073	Place Hot Mix Asphalt Dike (Type A)	LF	242				
41	394074	Place Hot Mix Asphalt Dike (Type C)	LF	53				
42	394077	Place Hot Mix Asphalt Dike (Type F)	LF	464				
43	394090	Place Hot Mix Asphalt (Miscellaneous Area)	SY	9				
44	460300	Soil Nail (#8 Nails)	LF	1,844				

45	460300	Soil Nail (#10 Nails)	LF	5,480				
46	475000	Retaining Wall Stem (Type 6)	SF	62				
47	490400A	3" Drilled Hole	LF	150				
48	500001	Prestressing Cast-In-Place Concrete	LS	1				
49	510051	Structural Concrete (Bridge Footing) (F)	CY	315				
50	510053	Structural Concrete (Bridge) (F)	CY	1,210				
51	510060	Structural Concrete (Retaining Wall No. 2) (F)	CY	65				
52	510085	Structural Concrete (Approach Slab, Type EQ) (F)	CY	30				
53	510501	Minor Concrete (F)	CY	77				
54	510501A	Drainage Inlet (Type G1)	EA	1				
55	510501A	Drainage Inlet (Type G3)	EA	1				
56	510501A	Drainage Inlet (Type G4)	EA	1				
57	510502	Minor Concrete (Minor Structure) (F)	CY	7				
58	511035	Architectural Treatment (Sculpted Shotcrete) (F)	SF	7,662				
59	511035	Architectural Treatment (Bridge) (F)	LS	1				
60	511106	Drill and Bond Dowel	LF	148				
61	519100	Joint Seal (MR = 2", Type B)	LF	94				
62	520102	Bar Reinforcing Steel (Bridge) (F)	LB	354,000				
63	520103	Bar Reinforcing Steel (Retaining Wall) (F)	LB	47,736				
64	530100	Shotcrete	CY	303				
65	566011	Roadside Sign (1-Post)	EA	5				
66	597601	Prepare and Stain Concrete	SF	7,662				
67	598001	Anti-Graffiti Coating	LS	1				
68	665012	12" Corrugated Steel Pipe (.079" Thick)	LF	30				
69	665018	18" Corrugated Steel Pipe (.109" Thick)	LF	407				
70	665024	24" Corrugated Steel Pipe (.109" Thick)	LF	105				
71	700615A	24" Corrugated Steel Pipe Inlet (Modified, Type OMP)	EA	1				
72	700639	36" Corrugated Steel Pipe Inlet (.109" Thick, Type OMP/OMPI)	EA	3				
73	703460	24" Welded Steel Pipe Casing (Bridge)	LF	58				
74	705007	12" Steel Flared End Section	EA	1				
75	705011	18" Steel Flared End Section	EA	4				
76	705015	24" Steel Flared End Section	EA	2				
77	707117	36" Precast Concrete Pipe Inlet (Type OCPI)	EA	1				
78	709522	Inlet Depression	EA	1				
79	721015	Rock Slope Protection (Light, Method B) (F)	CY	969				
80	721017	Rock Slope Protection (Facing, Method B) (F)	CY	143				
81	721022	Rock Slope Protection (1 Ton, Method B) (F)	CY	2,092				
82	722020	Gabion (Retaining Wall No. 3)	CY	750				
83	729010	Rock Slope Protection Fabric (Class 8) (F)	SY	1,489				
84	730046	Minor Concrete (Concrete Apron) (F)	CY	50				
85	731516	Minor Concrete (Driveway) (F)	CY	8				
86	750502	Miscellaneous Metal (Retaining Wall No. 1) (F)	LB	10,511				
87	800321	Chain Link Fence (Type CL-4, Vinyl-Clad)	LF	384				
88	801360	12' Metal Gate (Maintenance Access)	EA	1				
89	802180	12' Chain Link Gate (Type CL-4, Vinyl-Clad)	EA	1				
90	820108	Delineator (Class 2)	EA	3				
91	832003	Metal Beam Guard Railing (Wood Post)	LF	439				
92	833088	Tubular Handrailing (F)	LF	495				
93	839521	Cable Railing	LF	446				
94	839541	Transition Railing (Type WB)	EA	3				

95	839564	Terminal System (Type FLEAT)	EA	1				
96	839565	Terminal System (Type SRT)	EA	2				
97	839720	Concrete Barrier (Type 732) (F)	LF	330				
98	839721	Concrete Barrier (Type 732A) (F)	LF	165				
99	840504	4" Thermoplastic Traffic Stripe	LF	2,684				
100	840515	Thermoplastic Pavement Marking	SF	84				
101	850111	Pavement Marker (Retroreflective, Type D)	EA	74				
102	999990	Mobilization	LS	1				

(F) Denotes Final Pay Item

**TOTAL BID**

\$

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by El Dorado County based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)

## SUBCONTRACTORS LISTING

The Bidder must list the name, address, and license number, of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in "Bid Document Completion" of the special provisions. The Bidder must also list the work portion to be performed by each subcontractor 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).

Name	Location of Business	License No.	Bid Item Number and Bid Item Description	Percentage of Each Bid Item Subcontracted

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL  
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE  
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

	<u>Has</u>	<u>Has Not</u>
The Bidder _____	_____	_____
Proposed Subcontractor(s) _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

hereby certifies the above information regarding participation in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, 11246, and 11375, and as supplemented by 41 CFR 60, and that, where required he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Bidder, hereby states under penalty of perjury under the laws of the State of California, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# **NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## **NOTE:**

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# IRAN CONTRACTING ACT CERTIFICATION

(Pub Cont Code §2200 et seq)

As required by California Public Contract Code Section 2204, you certify subject to penalty for perjury that the option checked below relating to your status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*) is true and correct:

You are not:

- i. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- ii. a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The Authority has exempted you from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Authority will be unable to obtain the goods and/or services to be provided pursuant to the contract.

The amount of the contract payable to you for the work does not exceed \$1,000,000.

Signed \_\_\_\_\_

Titled \_\_\_\_\_

Firm \_\_\_\_\_

Date \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on public contracts for three years.

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION  
CERTIFICATION, UNITED STATES DEPARTMENT OF TRANSPORTATION(USDOT) 2  
CODE OF FEDERAL REGULATIONS (CFR) 1200 FEDERAL AGENCY REGULATIONS  
FOR GRANTS AND AGREEMENTS AND EXECUTIVE ORDER 12549**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Bidder further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal to the prime contractor.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.  
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, including this Contract, the making of any federal grant, the making of any state or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.
- (2) If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Contract, grant, local, or cooperative contract, the Bidder shall complete and submit Standard Form-LLL, " Disclosure of Lobbying Activities," in accordance with the form instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting its bid or Proposal that it shall require that the language of this certification be included in all of its subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly. If the Bidder is awarded this Contract, it shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United States Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b>  year ____ quarter ____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="text-align: center;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____</p>
		<p>Authorized for Local Reproduction  Standard Form - LLL</p>
<p><b>Federal Use Only:</b></p>		

Standard Form LLL Rev. 04-28-06

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX  
FLUCTUATIONS**

You may opt out of the payment adjustments for price index fluctuations as specified in “Payment Adjustments for Price Index Fluctuations” of the special provisions. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Bidder Name: \_\_\_\_\_

Contract No. PW 13-30685

I opt out of the payment adjustments for price index fluctuations.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



Accompanying this proposal is \_\_\_\_\_

(NOTICE: INSERT THE WORDS "CASH(\$\_\_\_)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

in amount equal to at least ten percent of the total of the bid.

**The names of all persons interested in the forgoing Proposal as principals are as follows:**

**IMPORTANT NOTICE:** If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**(A Copy of the afore-referenced license must be attached hereto.)**

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Equal Employment Opportunity Certification; Iran Contracting Act Certification; and the Debarment Suspension, Ineligibility and Voluntary Exclusion Certification; the Non-lobbying Certification for Federal-Aid Contracts and the Disclosure of Lobbying Activities (Standard Form LLL); the Fair Employment Practice Addendum, the Nondiscrimination Assurances, and the Opt Out of Payment Adjustments for Price Index Fluctuations, if elected, and the Electronic Files Usage Acknowledgement form, if elected, are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of El Dorado.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

at \_\_\_\_\_ County, State of \_\_\_\_\_



Name and Title of Bidder \_\_\_\_\_

Name of Firm \_\_\_\_\_

**END OF PROPOSAL**



**INSTRUCTIONS - LOCAL AGENCY BIDDER  
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**ALL BIDDERS:**

**PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive**

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

**IMPORTANT:** Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**

**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-Aid Project No. BRLS 5925 (046) Bid Opening Date: November 12, 2014

The County of El Dorado established a Disadvantaged Business Enterprise (DBE) goal of 3.5% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

**COUNTY OF EL DORADO**

**BIDDER'S BOND**

**this form MUST be used**

**KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE** \_\_\_\_\_  
\_\_\_\_\_, as **PRINCIPAL**, and

\_\_\_\_\_ as Surety are held and firmly bound unto the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

**TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID PRICE**

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

**WHEREAS**, the Principal has submitted the above-mentioned Bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, for the construction of the

**GREEN VALLEY ROAD AT WEBER CREEK  
BRIDGE REPLACEMENT PROJECT  
CONTRACT No. PW 13-30685 / CIP No. 77114**

**NOW, THEREFORE**, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

**IN WITNESS WHEREOF**, we have set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

(seal) \_\_\_\_\_  
Principal

(seal) \_\_\_\_\_  
Surety

Address: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)

# SURETY

## ACKNOWLEDGMENT

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)