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

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

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

AND

SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

SACRAMENTO AND PLACER COUNTIES AT VARIOUS LOCATIONS

DISTRICT 03, ROUTES 50, 80

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

CONTRACT NO. 03-3E6504

03-Sac,Pla-50, 80-R7.0,R8.9,R19.5

Federal Aid Project

OTS -05-18(008)

Bids Open: May 6, 2008

Dated: April 7, 2008

OSD

****

IMPORTANT SPECIAL NOTICES

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- Attention is directed to Section 2, "Proposal Requirements and Conditions" of these special provisions, for new requirement concerning a "Small Business Enterprise Goal."

- Attention is directed to Section 3, "Award and Execution of Contract" of these special provisions, for new requirement concerning a "A Small Business Participation Report."

- The anticipated period of time within which the contract may be awarded has been extended for this project. See Section 3, "Award and Execution of Contract," of these Special Provisions.

- Attention is directed to Section 3, "Award and Execution of Contract," of these special provisions regarding submittal of the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications.

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STANDARD PLANS LIST

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

A10A	Acronyms and Abbreviations (Sheet 1 of 2)
A10B	Acronyms and Abbreviations (Sheet 2 of 2)
A10C	Symbols (Sheet 1 of 2)
A10D	Symbols (Sheet 2 of 2)
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T10	Traffic Control System for Lane Closure On Freeways and Expressways
T12	Traffic Control System for Lane Closure on Multilane Conventional Highways
T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
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

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 03-3E6504

03-Sac,Pla-50, 80-R7.0,R8.9,R19.5

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SACRAMENTO AND PLACER COUNTIES AT VARIOUS LOCATIONS

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on May 6, 2008, at which time they will be publicly opened and read in Room 0100 at the same address.

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

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN SACRAMENTO AND PLACER COUNTIES AT VARIOUS LOCATIONS

General work description: Install Chain Link Pedestrian Fence.

Bidders are advised that, as required by federal law, the Department has established a statewide overall DBE goal. The Department is required to report to FHWA on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts.

No prebid meeting is scheduled for this project.

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

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-13.

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

The District in which the work for this project is located has been incorporated into the Department's Northern Region. References in the Standard Specifications or in the special provisions to the district shall be deemed to mean the Northern Region. The office of the District Director for the Northern Region is located at Marysville.

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.

The Department will consider bidder inquiries only when made in writing and shall be submitted to CALTRANS North Region Construction Office by either E-mail or Fax:

E-mail: inquiry_nr_bid@dot.ca.gov
FAX Number: (530) 822-4324

Responses to the bidder will be posted on the Internet at:

www.dot.ca.gov/dist3/departments/construction/bidders/find_res.htm

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

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

The Department of Transportation affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

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, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated April 7, 2008

WAT

COPY OF ENGINEER'S ESTIMATE

(NOT TO BE USED FOR BIDDING PURPOSES)

03-3E6504

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
1	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM
2 (S)	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM
3 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
4 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	LUMP SUM
5 (F)	041353	CHAIN LINK RAILING (TYPE 2)	LF	893

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 03-3E6504

SECTION 1. SPECIFICATIONS AND PLANS

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

AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS

UPDATED FEBRUARY 1, 2008

SECTION 0: GLOBAL REVISIONS

Issue Date: August 17, 2007

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SECTION 1: DEFINITIONS AND TERMS

Issue Date: January 18, 2008

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

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

1. Use of:

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

2. Elimination of:

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

- The use of this new style does not change the meaning of a specification not yet using this style.
- The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the

Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

- Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.
- All items in a list apply unless the items are specified as choices.
- Interpret terms as defined in the Contract documents. A term not defined in the Contract documents has the meaning defined in Means Illustrated Construction Dictionary, Condensed Version, Second Edition.

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

SSPC	The Society for Protective Coatings

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

1-1.082 BUSINESS DAY

- Day on the calendar except Saturday or holiday.

1-1.084 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

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

1-1.125 DEDUCTION

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

1-1.205 FEDERAL-AID CONTRACT

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

1-1.245 HOLIDAY

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

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

1-1.475 WITHHOLD

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

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

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

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

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

1-1.39 STATE

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

SECTION 3: AWARD AND EXECUTION OF CONTRACT

Issue Date: August 17, 2007

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

3-1.025 INSURANCE POLICIES

- The successful bidder shall submit:

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

- If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure in accordance with the provisions of Section 3700 of the Labor Code.

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

3-1.03 EXECUTION OF CONTRACT

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

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

3-1.04 FAILURE TO EXECUTE CONTRACT

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

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

3-1.05 RETURN OF PROPOSAL GUARANTIES

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

SECTION 4: SCOPE OF WORK

Issue Date: August 17, 2007

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

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

SECTION 5: CONTROL OF WORK

Issue Date: February 1, 2008

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

5-1.005 GENERAL

- Failure to comply with any specification part is a breach of the contract and a waiver of your right to time or payment adjustment.
- After contract approval, submit documents and direct questions to the Engineer. Orders, approvals, and requests to the Contractor are by the Engineer.
- The Engineer furnishes the following in writing:

1. Approvals
2. Notifications
3. Orders

- The Contractor must furnish the following in writing:

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

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

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

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

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

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

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

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

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

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

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

5-1.04 CONTRACT COMPONENTS

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

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

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

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

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

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

5-1.07 LINES AND GRADES

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

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

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

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

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

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

5-1.116 DIFFERING SITE CONDITIONS (23 CFR 635.109)

5-1.116A Contractor's Notification

- Promptly notify the Engineer if you find either of the following:

1. Physical conditions differing materially from either of the following:

   1.1. Contract documents
   1.2. Job site examination

2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract

- Include details explaining the information you relied on and the material differences you discovered.
- If you fail to notify the Engineer promptly, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.
- If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

5-1.116B Engineer's Investigation and Decision

- Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

5-1.116C Protests

- You may protest the Engineer's decision by:

1. Submitting an Initial Notice of Potential Claim within 5 business days after receipt of the Engineer's notification
2. Complying with claim procedures

- The Initial Notice of Potential Claim must detail the differences in your position from the Engineer's determination and support your position with additional information, including additional geotechnical data. Attach to the Initial Notice of Potential Claim a certification stating that you complied with Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work."
- Promptly submit supplementary information when obtained.

SECTION 6: CONTROL OF MATERIALS

Issue Date: August 17, 2007

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

6-1.05 Specific Brand or Trade Name and Substitution

- A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.
- Submit a substitution request within a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

- Include substantiating data with the substitution request that proves the substitution:

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

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

6-1.085 BUY AMERICA (23 CFR 635.410)

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

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

- Production includes:

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

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

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

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

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

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

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

- The Department deducts the charges for the removed material.

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITIES

Issue Date: February 1, 2008

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

7-1.01 LAWS TO BE OBSERVED

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

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

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

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

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

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

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

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

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

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

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

7-1.01A(6) (Blank)

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

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

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

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

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

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

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

7-1.12 INDEMNIFICATION AND INSURANCE

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

7-1.12A Indemnification

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

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

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

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

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

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

7-1.12B Insurance

7-1.12B(1) General

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

7-1.12B(2) Casualty Insurance

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

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

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

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

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

- Contract execution constitutes certification submittal.
- The Contractor shall provide Employer's Liability Insurance in amounts not less than:

1. $1,000,000 for each accident for bodily injury by accident
2. $1,000,000 policy limit for bodily injury by disease
3. $1,000,000 for each employee for bodily injury by disease

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

7-1.12B(4) Liability Insurance

7-1.12B(4)(a) General

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

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

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

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

Total Bid	For Each Occurrence[1]	Aggregate for Products/Completed Operation	General Aggregate[2]	Umbrella or Excess Liability[3]
≤$1,000,000	$1,000,000	$2,000,000	$2,000,000	$5,000,000
>$1,000,000 ≤$5,000,000	$1,000,000	$2,000,000	$2,000,000	$10,000,000
>$5,000,000 ≤$25,000,000	$2,000,000	$2,000,000	$4,000,000	$15,000,000
>$25,000,000	$2,000,000	$2,000,000	$4,000,000	$25,000,000

1. Combined single limit for bodily injury and property damage.
2. This limit shall apply separately to the Contractor's work under this contract.
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.
- The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability

arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

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

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

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

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

7-1.12B(5) Automobile Liability Insurance

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

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

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

7-1.12B(7) Deductibles

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

7-1.12B(8) Enforcement

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

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

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

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

7-1.12B(9) Self-Insurance

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

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

SECTION 8: PROSECUTION AND PROGRESS

Issue Date: August 17, 2007

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

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

SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: August 17, 2007

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

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

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

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

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

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

9-1.05 STOP NOTICE WITHHOLDS

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

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

9-1.053 PERFORMANCE FAILURE WITHHOLDS

- During each estimate period you fail to comply with a contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include quality control plans, schedules, traffic control plans, and water pollution control submittals.
- For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.
- For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.
- The Department returns performance-failure withholds in the progress payment following the correction of noncompliance.

9-1.055 PENALTY WITHHOLDS

- Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or citizen lawsuit. Penalties are also payments made or costs incurred in settling alleged permit violations of Federal, State, or local laws, regulations, or requirements. The cost incurred may include the amount spent for mitigation or correcting a violation.
- If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds and notify you within 15 days of the withhold. If the penalty amount is less than the amount being withheld from progress payments for retentions, the Department will not withhold the penalty amount.
- If the penalty is resolved for less than the amount withheld, the Department pays interest at a rate of 6 percent per year on the excess withhold. If the penalty is not resolved, the withhold becomes a deduction.

- Instead of the withhold, you may provide a bond payable to the Department of Transportation equal to the highest estimated liability for any disputed penalties proposed.

9-1.057 PROGRESS WITHHOLDS FOR FEDERAL-AID CONTRACTS

- Section 9-1.057, "Progress Withholds for Federal-Aid Contracts," applies to a Federal-aid contract.
- The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

- The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised contract working days and converting the quotient to a percentage.
- The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.
- When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

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

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

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

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

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

9-1.065 RELEASE OF RETAINED FUNDS

- The Department releases retained funds if you:

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

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

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

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

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

SECTION 12: CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Issue Date: October 6, 2006

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

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

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

12-2.01 FLAGGERS

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

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

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

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

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

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

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

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

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

SECTION 19: EARTHWORK

Issue Date: January 5, 2007

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

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

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

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

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

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

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

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

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

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

SECTION 20: EROSION CONTROL AND HIGHWAY PLANTING

Issue Date: August 17, 2007

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

20-2.03 SOIL AMENDMENT

- Soil amendment shall comply with the requirements in the California Food and Agricultural Code.
- Soil amendment producers shall comply with the following:

1. Be fully permitted to produce compost as specified under the California Integrated Waste Management Board, Local Enforcement Agencies and any other State and Local Agencies that regulate Solid Waste Facilities. If exempt from State permitting requirements, the composting facility must certify that it follows guidelines and procedures for production of compost meeting the environmental health standards of Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7.
2. Be a participant in United States Composting Council's Seal of Testing Assurance program.

• Soil amendment shall be composted and may be derived from any single, or mixture of any of the following feedstock materials:

1. Green material consisting of chipped, shredded, or ground vegetation; or clean processed recycled wood products
2. Biosolids
3. Manure
4. Mixed food waste

• Soil amendment feedstock materials shall be composted to reduce weed seeds, pathogens and deleterious materials as specified under Title 14, California Code of Regulations, Division 7, Chapter 3.1, Article 7, Section 17868.3.

• Soil amendment shall not be derived from mixed municipal solid waste and must be reasonably free of visible contaminates. Soil amendment must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Soil amendment must not possess objectionable odors.

- Metal concentrations in soil amendment must not exceed the maximum metal concentrations listed in Title 14, California Code of Regulations, Division 7, Chapter 3.1, Section 17868.2.
- Soil amendment must comply with the following:

Physical/Chemical Requirements

Property	Test Method	Requirement
pH	*TMECC 04.11-A, Elastometric pH 1:5 Slurry Method, pH Units	6.0–8.0
Soluble Salts	TMECC 04.10-A, Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm)	0-10.0
Moisture Content	TMECC 03.09-A, Total Solids & Moisture at 70+/- 5 deg C, % Wet Weight Basis	30–60
Organic Matter Content	TMECC 05.07-A, Loss-On-Ignition Organic Matter Method (LOI), % Dry Weight Basis	30–65
Maturity	TMECC 05.05-A, Germination and Vigor Seed Emergence Seedling Vigor % Relative to Positive Control	 80 or Above 80 or Above
Stability	TMECC 05.08-B, Carbon Dioxide Evolution Rate mg CO_2-C/g OM per day	8 or below
Particle Size	TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis	95% Passing 5/8 inch 70% Passing 3/8 inch
Pathogen	TMECC 07.01-B, Fecal Coliform Bacteria < 1000 MPN/gram dry wt.	Pass
Pathogen	TMECC 07.01-B, Salmonella < 3 MPN/4 grams dry wt.	Pass
Physical Contaminants	TMECC 02.02-C, Man Made Inert Removal and Classification: Plastic, Glass and Metal, % > 4mm fraction	Combined Total: < 1.0
Physical Contaminants	TMECC 02.02-C, Man Made Inert Removal and Classification: Sharps (Sewing needles, straight pins and hypodermic needles), % > 4mm fraction	None Detected

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

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

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

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

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

20-4.055 PRUNING

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

SECTION 25: AGGREGATE SUBBASES

Issue Date: February 16, 2007

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

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

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

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

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

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

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

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

SECTION 26: AGGREGATE BASE

Issue Date: February 16, 2007

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

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

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

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

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

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

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

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

SECTION 27: CEMENT TREATED BASES

Issue Date: January 5, 2007

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

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

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

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

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

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

SECTION 28: LEAN CONCRETE BASE

Issue Date: January 5, 2007

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

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

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

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

SECTION 29: TREATED PERMEABLE BASES

Issue Date: January 5, 2007

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

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

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

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

SECTION 37: BITUMINOUS SEALS

Issue Date: August 17, 2007

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

- On 2-lane two-way roadways, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to both sides of the traveled way where screenings are being spread on a traffic lane. The first W8-7 sign in each direction shall be placed where traffic first encounters loose screenings, regardless of which lane the screenings are being spread on. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along each side of the traveled way and at public roads or streets entering the seal coat area as directed by the Engineer.
- On multilane roadways (freeways, expressways and multilane conventional highways) where screenings are being spread on a traffic lane, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to the outside edge of the traveled way nearest to the lane being worked on. The first W8-7 sign shall be placed where the screenings begin with respect to the direction of travel on that lane. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along the edge of traveled way and at on-ramps, public roads or streets entering the seal coat area as directed by the Engineer.
- The W8-7 and W13-1 signs shall be maintained in place at each location until final brooming of the seal coat surface at that location is completed. The W8-7 and W13-1 signs shall conform to the provisions for construction area signs in Section 12, "Construction Area Traffic Control Devices." The signs may be set on temporary portable supports with the W13-1 below the W8-7 or on barricades with the W13-1 sign alternating with the W8-7 sign.

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

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

SECTION 40: PORTLAND CEMENT CONCRETE PAVEMENT

Issue Date: January 5, 2007

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

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

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

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

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

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

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

SECTION 41: PAVEMENT SUBSEALING AND JACKING

Issue Date: January 5, 2007

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

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

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

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

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

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

SECTION 49: PILING

Issue Date: January 5, 2007

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

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

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

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

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

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

SECTION 50: PRESTRESSING CONCRETE

Issue Date: January 4, 2008

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

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

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

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

through the vents and for sealing the vents. Ends of vents shall be removed one inch below the roadway surface after grouting has been completed.

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

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

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

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

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

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

SECTION 51: CONCRETE STRUCTURES

Issue Date: October 5, 2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- The preformed elastomeric joint seal must conform to the requirements in ASTM D 2628 and the following:

1. The seal must consist of a multichannel, nonporous, homogeneous material furnished in a finished extruded form.
2. The minimum depth of the seal measured at the contact surface must be at least 95 percent of the minimum uncompressed width of the seal as designated by the manufacturer.
3. When tested in conformance with the requirements in California Test 673 for Type B seals, joint seals must provide a movement rating (MR) of not less than that shown on the plans.
4. The top and bottom edges of the joint seal must maintain continuous contact with the sides of the groove over the entire range of joint movement.
5. The seal must be furnished full length for each joint with no more than 1 shop splice in any 60-foot length of seal.
6. The Contractor must demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.
7. One field splice per joint may be made at locations and by methods approved by the Engineer. The seals are to be manufactured full length for the intended joint, then cut at the approved splice section and rematched before splicing. The Contractor must submit splicing details prepared by the joint seal manufacturer for approval before beginning splicing work.
8. Shop splices and field splices must have no visible offset of exterior surfaces and must show no evidence of bond failure.

9. At all open ends of the seal that would admit water or debris, each cell must be filled to a depth of 3 inches with commercial quality open cell polyurethane foam or closed by other means subject to approval by the Engineer.

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

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

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

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

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

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

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

Hardness (Type A)	D 2240 with 2kg mass.	55 ±5

The first sentence of subparagraph A of the first paragraph of Section 51-1.12H(2), "Steel Reinforced Elastomeric Bearings," of the Standard Specifications is amended to read:

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

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

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

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

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

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

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

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

51-1.17A DECK CRACK TREATMENT

• The Contractor shall use all means necessary to minimize the development of shrinkage cracks.

• The Contractor shall remove all equipment and materials from the deck and clean the surface as necessary for the Engineer to measure the surface crack intensity. Surface crack intensity will be determined by the Engineer after completion of concrete cure, before prestressing, and before the release of falsework. In any 500 square foot portion of deck within the limits of the new concrete deck, should the intensity of cracking be such that there are more than 16 feet of cracks whose width at any location exceeds 0.02 inch, the deck shall be treated with methacrylate resin. The area of deck to be treated shall have a width that extends for the entire width of new deck inside the concrete barriers and a length that extends at least 5 feet

beyond the furthest single continuous crack outside the 500 square foot portion, measured from where that crack exceeds 0.02 inch in width, as determined by the Engineer.

- Deck crack treatment shall include furnishing, testing, and application of methacrylate resin and sand. If grinding is required, deck treatment shall take place before grinding.

51-1.17A(1) Submittals

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

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

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

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

- The placement plan for construction shall include the following:

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

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

- If the measures proposed in the safety plan are inadequate to provide for public safety associated with the use of methacrylate resin, the Engineer will reject the plan and direct the Contractor to revise the plan. Directions for revisions will be in writing and include detailed comments. The Engineer will notify the Contractor of the approval or rejection of a submitted or revised plan within 15 days of receipt of that plan.
- In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

51-1.17A(2) Materials

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

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

51-1.17A(3) Testing

- The Contractor shall allow 20 days for sampling and testing by the Engineer of the methacrylate resin before proposed use. If bulk resin is to be used, the Contractor shall notify the Engineer in writing at least 15 days before the delivery of the bulk resin to the job site. Bulk resin is any resin stored in containers in excess of 55 gallons.
- Before starting production treatment, the Contractor shall treat a test area of approximately 500 square feet that is within the project limits and at a location approved by the Engineer. When available the test area shall be outside of the traveled way. Weather and pavement conditions during the test treatment shall be similar to those expected on the deck. Equipment used for testing shall be similar to those used for deck treating operations.
- During test and production deck treatment, test tiles shall be used to evaluate the resin cure time. The Contractor shall coat at least one 4" x 4" commercial quality smooth glazed tile for each batch of methacrylate resin. The coated tile shall be placed adjacent to the corresponding treated area. Sand shall not be applied to the test tiles.
- The acceptance criteria for a treated area is as follows:

1. The test tiles are dry to the touch.
2. The treated deck surface is tack free (non-oily).
3. The sand cover adheres and resists brushing by hand.
4. Excess sand has been removed by vacuuming or sweeping.
5. The coefficient of friction is at least 0.35 when tested in conformance with California Test 342.

- Deck treatment on the test area shall demonstrate that the methods and materials meet the acceptance criteria and that the production work will be completed within the specified time for maintaining traffic.
- If a test or production area fails to meet the acceptance criteria, as determined by the Engineer, the treatment will be rejected, and the treatment shall be removed and replaced until the area complies with the acceptance criteria.

51-1.17A(4) Construction

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

separate positive displacement pumps. Combining of the 2 components shall be by either static in-line mixers or by external intersecting spray fans. The pump pressure at the spray bars shall not be great enough to cause appreciable atomization of the resin. Compressed air shall not be used to produce the spray. A shroud shall be used to enclose the spray bar apparatus.

- At the Contractor's option, manual application may be used. For manual application, (1) the quantity of resin mixed with promoter and initiator shall be limited to 5 gallons at a time, and (2) the resin shall be distributed by squeegees and brooms within 10 minutes after application.
- The Contractor shall apply methacrylate resin only to the specified area. Barriers, railing, joints, and drainage facilities shall be adequately protected to prevent contamination by the treatment material. Contaminated items shall be repaired at the Contractor's expense.
- The relative humidity shall be less than 90 percent at the time of treatment. The prepared area shall be dry and the surface temperature shall be at least 50°F and not more than 100°F when the resin is applied. The rate of application of promoted/initiated resin shall be approximately 90 square feet per gallon; the exact rate shall be determined by the Engineer.
- The deck surfaces to be treated shall be completely covered with resin so the resin penetrates and fills all cracks. The resin shall be applied within 5 minutes after complete mixing. A significant increase in viscosity shall be cause for rejection. Excess material shall be redistributed by squeegees or brooms within 10 minutes after application. For textured deck surfaces, including grooved surfaces, excess material shall be removed from the texture indentations.
- After the resin has been applied, at least 20 minutes shall elapse before applying sand. The sand shall be commercial quality dry blast sand. At least 95 percent of the sand shall pass the No. 8 sieve and at least 95 percent shall be retained on the No. 20 sieve. The sand shall be applied at a rate of approximately 2 pounds per square yard or until refusal as determined by the Engineer.
- Traffic will not be allowed on treated areas until the acceptance criteria has been met as determined by the Engineer.

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

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

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

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

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

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

SECTION 52: REINFORCEMENT

Issue Date: December 7, 2007

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

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

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

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

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

- The minimum preheat and interpass temperatures shall be 400º F for Grade 40 bars and 600º 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 200º F.

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

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

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

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

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

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

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

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

- A minimum of 1 control bar shall be removed from the same bar as, and adjacent to, all ultimate prequalification, production, and quality assurance sample splices. The lengths of control bars shall conform to the lengths specified for

sample splices in California Test 670. The portion of adjacent bar remaining in the work shall also be identified with weatherproof markings that correspond to its adjacent control bar.

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

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

SECTION 53: SHOTCRETE

Issue Date: November 2, 2007

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

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

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

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

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

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

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

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

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

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

SECTION 55: STEEL STRUCTURES

Issue Date: January 5, 2007

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

Grade HPS 50W* (4 inches and under in thickness)	20 at 10º F

The first paragraph in Section 55-3.05, "Flatness of Faying and Bearing Surfaces," of the Standard Specifications is amended to read:

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

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

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

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

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

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

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

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

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

SECTION 56: SIGNS

Issue Date: March 16, 2007

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

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

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

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

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

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

SECTION 59: PAINTING

Issue Date: May 1, 2006

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

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

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

• The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements in SSPC-PA 2, "Measurement of Dry Coating Thickness with Magnetic Gages," of the "SSPC: The Society for Protective Coatings," except that there shall be no limit to the number or location of spot measurements to verify compliance with specified thickness requirements.

SECTION 64: PLASTIC PIPE

Issue Date: January 5, 2007

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

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

SECTION 65: REINFORCED CONCRETE PIPE

Issue Date: January 5, 2007

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

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

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

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

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

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

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

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

SECTION 66: CORRUGATED METAL PIPE

Issue Date: January 5, 2007

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

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

SECTION 68: SUBSURFACE DRAINS

Issue Date: January 5, 2007

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

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

SECTION 70: MISCELLANEOUS FACILITIES

Issue Date: January 5, 2007

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

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

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

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

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

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

SECTION 73: CONCRETE CURBS AND SIDEWALKS

Issue Date: January 5, 2007

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

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

SECTION 75: MISCELLANEOUS METAL

Issue Date: January 18, 2008

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

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

http://www.dot.ca.gov/hq/esc/approved_products_list

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

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

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

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

* Maximum stud diameter permitted for mechanical expansion anchors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Galvanizing of iron and steel hardware and nuts and bolts, when specified or shown on the plans, shall conform to the requirements in ASTM Designation: A 153/A 153M, except whenever threaded studs, bolts, nuts, and washers are specified to conform to the requirements in ASTM Designation: A 307, A 325, A 449, A 563, or F 436 and zinc coating is

required, they shall be hot-dip zinc coated or mechanically zinc coated in conformance with the requirements in the ASTM Designations. Unless otherwise specified, galvanizing shall be performed after fabrication.

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

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

SECTION 80: FENCES

Issue Date: January 5, 2007

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

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

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

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

SECTION 83: RAILINGS AND BARRIERS

Issue Date: August 17, 2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: January 5, 2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 90: PORTLAND CEMENT CONCRETE

Issue Date: January 5, 2007

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

SECTION 90: PORTLAND CEMENT CONCRETE

90-1 GENERAL

90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- The Contractor shall determine the mix proportions for concrete in conformance with these specifications.
- Class 1 concrete shall contain not less than 675 pounds of cementitious material per cubic yard.
- Class 2 concrete shall contain not less than 590 pounds of cementitious material per cubic yard.
- Class 3 concrete shall contain not less than 505 pounds of cementitious material per cubic yard.
- Class 4 concrete shall contain not less than 420 pounds of cementitious material per cubic yard.
- Minor concrete shall contain not less than 550 pounds of cementitious material per cubic yard unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic yard of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (Pounds/CY)
Concrete designated by compressive strength:	
Deck slabs and slab spans of bridges	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.

- Whenever the 28-day compressive strength shown on the plans is greater than 3,600 pounds per square inch, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 4,000 pounds per square inch or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 3,600 pounds per square inch or less are shown for design information only and are not a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, supplementary cementitious material shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.
- If any concrete has a cementitious material, portland cement, or supplementary cementitious material content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State $0.25 for each pound of cementitious material, portland cement, or supplementary cementitious material that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.
- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

90-2 MATERIALS

90-2.01 CEMENTITIOUS MATERIALS

- Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V portland cement and a supplementary cementitious material, or a blended cement.
- Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.
- Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be piled to permit access for tallying, inspecting, and identifying each shipment.
- Facilities shall be provided to ensure that cementitious materials meeting this Section 90-2.01 are kept separate from other cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.
- The Contractor shall furnish a Certificate of Compliance for cementious materials in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." The Certificate of Compliance shall indicate the source by name and location (including country, state, and city). If cementitious material is delivered directly to the job site, the Certificate of Compliance shall be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

90-2.01A CEMENT

• Portland cement shall conform to the requirements in ASTM Designation: C 150 except, using a 10-sample moving average, limestone shall not exceed 2.5 percent. The C_3S content of Type II cement shall not exceed 65 percent.

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

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

A. The cement shall not contain more than 0.60-percent by mass of alkalies, calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O, when determined by methods as required in AASHTO Designation: T 105;
B. The autoclave expansion shall not exceed 0.50-percent; and
C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010-percent and shall not contract in air more than 0.048-percent, except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053-percent.

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

90-2.01B SUPPLEMENTARY CEMENTITIOUS MATERIALS (SCM)

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

A. Calcium oxide content shall not exceed 10 percent.
B. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
C. Commingling of fly ash from different sources at uncontrolled ratios is permissible only if the following criteria are satisfied:

    1. Sources of fly ash to be commingled shall be on the approved list of materials for use in concrete.
    2. Testing of the commingled product is the responsibility of the fly ash supplier.
    3. Each fly ash's running average of density shall not differ from any other by more than 0.01-pound per cubic inch at the time of commingling.
    4. Each fly ash's running average of loss on ignition shall not differ from any other by more than one percent at the time of commingling.
    5. The final product of commingled fly ash shall conform to the requirement in AASHTO Designation: M 295.

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

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

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

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

90-2.01C REQUIRED USE OF SUPPLEMENTARY CEMENTITIOUS MATERIALS

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

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

- Use of SCMs shall conform to the following:

A. If fly ash or natural pozzolan is used:

1. The minimum amount of portland cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
2. The minimum amount of fly ash or natural pozzolan shall be:
   a. Fifteen percent by weight of the total amount of cementitious material if the calcium oxide content of fly ash or natural pozzolan is equal to or less than 2 percent by weight;
   b. Twenty-five percent by weight of the total amount of cementitious material if the calcium oxide content of fly ash or natural pozzolan is greater than 2 percent by weight.

3. The total amount of fly ash or natural pozzolan shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. If Section 90-1.01, "Description," specifies a maximum cementitious material content in pounds per cubic yard, the total weight of portland cement and fly ash or natural pozzolan per cubic yard shall not exceed the specified maximum cementitious material content.

B. If silica fume is used:

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

C. If GGBFS is used:

1. The minimum amount of GGBFS shall be either:
   a. Forty percent of the total cementitious material to be used, if the aggregates used in the concrete are on the Department's list of "Approved Aggregates For Use in Concrete with Reduced Fly Ash."
   b. No less than 50 percent.

2. The amount of GGBFS shall not exceed 60 percent by weight of the total amount of cementitious materials to be used.

90-2.02 AGGREGATES

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.
- The Contractor shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.
- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."
- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index, D_f, of the fine aggregate is 60 or greater when tested for durability in conformance with California Test 229.
- If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."
- If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer

determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State $3.50 per cubic yard for paving concrete and $5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

- If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State $3.50 per cubic yard for paving concrete and $5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.
- The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs are in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."
- No single Cleanness Value, Sand Equivalent, or aggregate grading test shall represent more than 300 cubic yards of concrete or one day's pour, whichever is smaller.
- When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

90-2.02A COARSE AGGREGATE

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

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

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

A. Coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested in conformance with the requirements in California Test 227; and
B. Prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.02B FINE AGGREGATE

- Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.
- Fine aggregate shall conform to the following quality requirements:

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

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

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

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_4, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 parts per million of sulfates as SO_4, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

• In 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_4, when tested in conformance with California Test 417.

• In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

• Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis ($Na_2O + 0.658\ K_2O$) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

90-2.04 ADMIXTURE MATERIALS

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

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

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:

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

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

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

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

90-3.03 FINE AGGREGATE GRADING

• Fine aggregate shall be graded within the following limits:

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

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

90-3.04 COMBINED AGGREGATE GRADINGS

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

Grading Limits of Combined Aggregates

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

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

90-4 ADMIXTURES

90-4.01 GENERAL

- Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.
- Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined by California Test 415, shall not be used.
- Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.

• If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

• Chemical admixtures shall be used in conformance with the manufacturer's written recommendations.

90-4.02 MATERIALS

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

90-4.03 ADMIXTURE APPROVAL

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

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

• If the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.

90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES

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

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

• The Contractor may use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:

A. If a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by weight, except that the resultant cementitious material content shall be not less than 505 pounds per cubic yard; and
B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

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

90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES

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

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

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

90-4.08 BLANK

90-4.09 BLANK

90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES

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

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

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

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

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

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

90-4.11 BLANK

90-5 PROPORTIONING

90-5.01 STORAGE OF AGGREGATES

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

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

A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and
B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

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

90-5.02 PROPORTIONING DEVICES

• Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement."

Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and supplementary cementitious material for one batch of concrete is a single operation of a switch or starter.

- Proportioning devices shall be tested as frequently as the Engineer may deem necessary to ensure their accuracy.
- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the weight of each batch of material shall not vary from the weight designated by the Engineer by more than the tolerances specified herein.
- Equipment for cumulative weighing of aggregate shall have a zero tolerance of ±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 ±0.5 percent of the individual batch weight designated for each size of aggregate. Equipment for cumulative weighing of cement and supplementary cementitious material shall have a zero tolerance of ±0.5 percent of the designated total batch weight of the cement and supplementary cementitious material. Equipment for weighing cement or supplementary cementitious material separately shall have a zero tolerance of ±0.5 percent of their designated individual batch weights. Equipment for measuring water shall have a zero tolerance of ±0.5 percent of its designated weight or volume.
- The weight indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

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

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

90-5.03 PROPORTIONING

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cementitious material and water as provided in these specifications. Aggregates shall be proportioned by weight.
- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry weight.
- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.
- Bulk Type IP (MS) cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.
- Bulk cement and supplementary cementitious material may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and supplementary cementitious material are weighed cumulatively, the cement shall be weighed first.
- If cement and supplementary cementitious material are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the supplementary cementitious material shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material-weighing device. The cement and the supplementary cementitious material shall be discharged into the mixer simultaneously with the aggregate.
- The scales and weigh hoppers for bulk weighing cement, supplementary cementitious material, or cement plus supplementary cementitious material shall be separate and distinct from the aggregate weighing equipment.
- For batches of one cubic yard or more, the batching equipment shall conform to one of the following combinations:

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

• In order to check the accuracy of batch weights, the gross weight and tare weight of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

90-5.03A PROPORTIONING FOR PAVEMENT

• Aggregates and bulk supplementary cementitious material for use in pavement shall be proportioned by weight by means of automatic proportioning devices of approved type conforming to these specifications.

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

• The batching of cement, supplementary cementitious material, or cement plus supplementary cementitious material and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper are charged with weights that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

• If interlocks are required for cement and supplementary cementitious material charging mechanisms and cement and supplementary cementitious material are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

• If concrete is completely mixed in stationary paving mixers, the supplementary cementitious materials shall be weighed in a separate weigh hopper and the supplementary cementitious material and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the Contractor provides certification that the stationary mixer is capable of mixing the cement, supplementary cementitious material, aggregates, and water uniformly before discharge, weighing the supplementary cementitious material cumulatively with the cement is permitted. Certification shall contain the following:

A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength";
B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
C. The mixer rotation speed and time of mixing before discharge that are required to produce a mix that meets the requirements above.

• The discharge gate on the cement and supplementary cementitious material hoppers or the cement plus supplementary cementitious material hopper shall be designed to permit regulating the flow of cement, supplementary cementitious material, or cement plus supplementary cementitious material into the aggregate as directed by the Engineer.

• If separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

• Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

• If the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

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

90-6 MIXING AND TRANSPORTING

90-6.01 GENERAL

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

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

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

90-6.02 MACHINE MIXING

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

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

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

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

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

90-6.03 TRANSPORTING MIXED CONCRETE

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

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

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

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

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

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

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

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

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

• Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 3 1/2-inch diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.

• The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch weights or measurements for a load of concrete provided that both certificates are imprinted with the same nonrepeating load number that is unique to the contract and delivered to the jobsite with the load.

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

90-6.04 TIME OR AMOUNT OF MIXING

• Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.

• The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.

• The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.

• The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

• When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

90-6.05 HAND-MIXING

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

90-6.06 AMOUNT OF WATER AND PENETRATION

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

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

• The amount of free water used in concrete shall not exceed 310 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cementitious material in excess of 550 pounds per cubic yard.

• The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.

• If there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic yard of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 pounds of water per added 100 pounds of cementitious material per cubic yard. Full compensation for additional cementitious material and water added under these conditions shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

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

90-7 CURING CONCRETE

90-7.01 METHODS OF CURING

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

90-7.01A WATER METHOD

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

90-7.01B CURING COMPOUND METHOD

- Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.

- Curing compounds to be used shall be as follows:

1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
4. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
5. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
6. Nonpigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.

- The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.
- The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.28-pounds per square yard in 24 hours.
- The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.
- If the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.
- Curing compound shall be applied at a nominal rate of one gallon per 150 square feet, unless otherwise specified.
- At any point, the application rate shall be within ±50 square feet per gallon of the nominal rate specified, and the average application rate shall be within ±25 square feet per gallon of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.

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

90-7.01C WATERPROOF MEMBRANE METHOD

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

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

90-7.01D FORMS-IN-PLACE METHOD

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

90-7.02 CURING PAVEMENT

- The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.
- Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."
- When the curing compound method is used, the compound shall be applied to the entire pavement surface by mechanical sprayers. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator that provides for continual agitation of the curing compound during the time of application. The spray shall be adequately protected against wind, and the nozzles shall be so oriented or moved mechanically transversely as to result in the minimum specified rate of coverage being applied uniformly on exposed faces. Hand spraying of small and irregular areas, and areas inaccessible to mechanical spraying equipment, in the opinion of the Engineer, will be permitted. When the ambient air temperature is above 60° F, the Contractor shall fog the surface of the concrete with a fine spray of water as specified in Section 90-7.01A, "Water Method." The surface of the pavement shall be kept moist between the hours of 10:00 a.m. and 4:30 p.m. on the day the concrete is placed. However, the fogging done after the curing compound has been applied shall not begin until the compound has set sufficiently to prevent displacement. Fogging shall be discontinued if ordered in writing by the Engineer.

90-7.03 CURING STRUCTURES

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

90-7.04 CURING PRECAST CONCRETE MEMBERS

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

A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 50° F, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 50° F and 90° F.
B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 40° F per hour. The curing temperature throughout the enclosure shall not exceed 150° F and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 200 feet of continuous bed length will be required for checking temperature.
F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 60° F until the stress is transferred to the concrete.
G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

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

A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

90-7.06 CURING SLOPE PROTECTION

• Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

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

90-7.07 CURING MISCELLANEOUS CONCRETE WORK

• Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."

• Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

• Shotcrete shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

• Mortar and grout shall be cured by keeping the surface damp for 3 days.

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

90-8 PROTECTING CONCRETE

90-8.01 GENERAL

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

90-8.02 PROTECTING CONCRETE STRUCTURES

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

90-8.03 PROTECTING CONCRETE PAVEMENT

- Pavement concrete shall be maintained at a temperature of not less than 40° F for 72 hours.
- Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.
- If ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work.". Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 550 pounds per square inch. The modulus of rupture will be determined by California Test 523.
- No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of 10 days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 550 pounds per square inch. Concrete that fails to attain a modulus of rupture of 550 pounds per square inch within 10 days shall not be opened to traffic until directed by the Engineer.
- Equipment for sawing weakened plane joints will be permitted on the pavement as specified in Section 40-1.08B, "Weakened Plane Joints."
- When requested in writing by the Contractor, the tracks on one side of paving equipment will be permitted on the pavement after a modulus of rupture of 350 pounds per square inch has been attained, provided that:

A. Unit pressure exerted on the pavement by the paver shall not exceed 20 pounds per square inch;
B. Tracks with cleats, grousers, or similar protuberances shall be modified or shall travel on planks or equivalent protective material, so that the pavement is not damaged; and
C. No part of the track shall be closer than one foot from the edge of pavement.

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

90-9 COMPRESSIVE STRENGTH

90-9.01 GENERAL

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

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

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

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

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

• No single compressive strength test shall represent more than 320 cubic yards.

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

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

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

• Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after

molding shall be at least 580 pounds per square inch greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

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

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

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

- Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.
- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
- After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.
- The Contractor's attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.
- When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

90-10 MINOR CONCRETE

90-10.01 GENERAL

- Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.
- The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

90-10.02 MATERIALS

- Minor concrete shall conform to the following requirements:

90-10.02A CEMENTITIOUS MATERIAL

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

90-10.02B AGGREGATE

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

90-10.02C WATER

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

90-10.02D ADMIXTURES

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

90-10.03 PRODUCTION

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

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

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

• Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 90° F will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

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

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

• When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

• Each load of ready-mixed concrete shall be accompanied by a weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.

• A Certificate of Compliance conforming to the provisions in Section 6–1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

90-10.04 CURING MINOR CONCRETE

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

90-10.05 PROTECTING MINOR CONCRETE

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

90-10.06 MEASUREMENT AND PAYMENT

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

90-11 MEASUREMENT AND PAYMENT

90-11.01 MEASUREMENT

• Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.

• For concrete measured at the mixer, the volume in cubic feet shall be computed as the total weight of the batch in pounds divided by the density of the concrete in pounds per cubic foot. The total weight of the batch shall be calculated as

the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.

90-11.02 PAYMENT

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

SECTION 91: PAINT

Issue Date: May 1, 2006

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

91-3 PAINTS FOR TIMBER

91-3.01 WOOD PRIMER, LATEX-BASE

Classification:

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

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

Classification:

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

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

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

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

91-4 MISCELLANEOUS PAINTS

91-4.01 THROUGH 91-4.04 (BLANK)

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

Classification:

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

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

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

SECTION 92: ASPHALTS

Issue Date: February 2, 2007

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

92-1.01 DESCRIPTION

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

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

92-1.02 MATERIALS

GENERAL

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

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

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 % [b]	T 44[c]	98.5	98.5	98.5
Viscosity at 135°C, [d] 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[f], Test Temp., °C Minimum recovery, %	T 301	25 75	25 75	25 65
PAV[g] Aging, Temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Notes:

a. Do not modify PG Polymer Modified using acid modification.

b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."

c. The Department allows ASTM D 5546 instead of AASHTO T 44

d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.

e. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.

f. Tests without a force ductility clamp may be performed.

g. "PAV" means Pressurized Aging Vessel.

SAMPLING

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

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

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

92-1.03 EXECUTION

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

92-1.04 MEASUREMENT

- If the contract work item for asphalt is paid by weight, the Department measures asphalt tons by complying with the specifications for weight determination of liquid asphalt in Section 93, "Liquid Asphalts."
- The Engineer determines the asphalt weight from volumetric measurements if you:

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

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

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

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

SECTION 93: LIQUID ASPHALTS

Issue Date: November 3, 2006

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

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

END OF AMENDMENTS

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

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

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

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 title 49, part 26, Code of Federal Regulations (49 CFR 26) in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

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.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders shall be fully informed respecting the requirements of the Regulations. The Regulations in their entirety are incorporated herein by this reference Attention is directed to the following matters:

A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

    1. The Department's web site at http://www.dot.ca.gov/hq/bep.
    2. The Department's DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

F. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:

    1. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
    2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.
    3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

G. When reporting DBE participation, bidders may count the participation of DBE trucking companies as follows:

    1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
    2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
    3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a Non-DBE firm, including an owner-operator. The DBE who leases trucks from a Non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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

2-1.03 SMALL BUSINESS ENTERPRISE GOAL

The Department has established an overall 25 percent small business participation goal. To determine if the goal is achieved, the Department is tracking small business participation on all contracts.

Contractors, subcontractors, suppliers, and service providers who qualify as small business are encouraged to apply for certification as a small business by submitting their application to:

Office of Small Business and DVBE Services
Department of General Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940 or (800) 559-5529

SECTION 3. AWARD AND EXECUTION OF CONTRACT

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

Requests for relief of bid and bid protests are to be delivered to the following address: Department of Transportation, MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816 or by facsimile to the Office Engineer at (916) 227-6282.

The award of the contract will be made within 60 days after the opening of the proposals. This period will be subject to extension for a further period as may be agreed upon in writing between the Department and the bidder concerned.

The contract will be awarded to the lowest responsible bidder meeting the contract requirements.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications, to the Department so that it is received within 10 business days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

A "CALTRANS BIDDER - DBE INFORMATION" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The bidder's "CALTRANS BIDDER - DBE INFORMATION" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the bidder is encouraged to submit a copy of the joint venture agreement.

The "CALTRANS BIDDER - DBE INFORMATION" form should be returned to the Department by the successful bidder with the executed contract, contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications.

A Small Business Participation Report will be included in the contract documents to be executed by the successful bidder. The purpose of this form is to collect small business participation data. Even if no small business participation is reported, the successful bidder must execute and return the form.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract, contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the Contractor and penalties of up to $20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

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

Complete the work within 40 working days starting on the 15th day after contract approval or on the day you start work at the job site, whichever occurs first.

Liquidated damages are $900 per day starting on the 1st day after exceeding **40 WORKING DAYS**.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 GUARANTEE

GENERAL

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

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

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

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

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

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

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

CORRECTIVE WORK

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

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

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

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

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

PAYMENT

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

5-1.019 COST REDUCTION INCENTIVE

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

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

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

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

5-1.02 LABOR NONDISCRIMINATION

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

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

5-1.03 INTEREST ON PAYMENTS

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

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

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

5-1.04 PUBLIC SAFETY

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

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

A. Excavations-The near edge of the excavation is 12 feet or less from the edge of the lane, except:

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

B. Temporarily Unprotected Permanent Obstacles-The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
C. Storage Areas-Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

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

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

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

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

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

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

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

5-1.05 TESTING

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

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

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

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.065 SOLID WASTE DISPOSAL AND RECYCLING REPORT

This work shall consist of reporting disposal and recycling of construction solid waste, as specified in these special provisions. For the purposes of this section, solid waste includes construction and demolition waste debris, but not hazardous waste.

Annually by the fifteenth day of January, the Contractor shall complete and certify Form CEM-4401, "Solid Waste Disposal and Recycling Report," which quantifies solid waste generated by the work performed and disposed of in landfills or recycled during the previous calendar year. The amount and type of solid waste disposed of or recycled shall be reported in tons. The Contractor shall also complete and certify Form CEM-4401 within 5 days following contract acceptance.

Form CEM-4401, "Solid Waste Disposal and Recycling Report" can be downloaded at:

http://www.dot.ca.gov/hq/construc/manual2001

If the Contractor has not submitted Form CEM-4401, by the dates specified above, the Department will withhold the amount of $10,000 for each missing or incomplete report. The moneys withheld will be released for payment on the next monthly estimate for partial payment following the date that a complete and acceptable Form CEM-4401 is submitted to the Engineer. Upon completion of all contract work and submittal of the final Form CEM-4401, remaining withheld funds associated with this section, "Solid Waste Disposal and Recycling Report," will be released for payment. Withheld funds in conformance with this section shall be in addition to other moneys withheld provided for in the contract. No interest will be due the Contractor on withheld amounts.

Full compensation for preparing and submitting Form CEM-4401, "Solid Waste Disposal and Recycling Report," shall be considered as included in the contract price for the various items of work involved and no additional compensation will be allowed therefor.

5-1.07 (BLANK)

5-1.08 SUBCONTRACTOR AND DBE RECORDS

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

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

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

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

5-1.083 DBE CERTIFICATION STATUS

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

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

5-1.086 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and these special provisions.

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

Each subcontract and lower tier subcontracts that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. 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.

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

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

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5-1.103 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following 6 categories of costs of work during the life of the contract:

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

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

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

5-1.104 INTERNET DAILY EXTRA WORK REPORT

When extra work is being paid for on a force account basis, the Contractor shall submit daily extra work reports in conformance with the provisions in Section 9-1.03C, "Records," of the Standard Specifications and these special provisions.

The Contractor shall send daily extra work reports to the Engineer using the Department's Internet extra work billing system. The reports shall conform to the requirements in the "iCAS User's Guide" (Guide). The Guide is available from the Department, and is also found at:

http://www.dot.ca.gov/hq/construc/ewb/EWB_INSTRUCTION.pdf

The Department will provide system accounts to the Contractor's authorized representatives when at least one of the representatives has received training. The Department will provide system training to at least one of the Contractor's authorized representatives within 30 days of the Contractor's request for training. The Department will assign an account and user identification to the Contractor's authorized representatives, and each Contractor's authorized representative shall maintain a unique password. A daily extra work report that the Contractor's authorized representative sends to the Department using the Internet extra work billing system will be considered signed by the Contractor. A daily extra work report that the Engineer approves using the Internet extra work billing system will be considered signed by the Engineer.

Daily extra work reports that include billing for materials shall be substantiated by a valid copy of a vendor's invoice in conformance to the requirements in Section 9-1.03C, "Records," of the Standard Specifications. Each materials invoice shall clearly identify the relative daily extra work report and the associated cost of the materials. In addition to postal service and parcel service and if approved by the Engineer, invoices may be sent by facsimile or as an electronic-mail attachment.

The Contractor shall maintain the Contractor's interface with the Department's Internet extra work billing system. If the Contractor is using the file transfer process to submit extra work reports, it shall conform to the file transfer format and process defined in the Guide.

5-1.105 ARCHAEOLOGICAL DISCOVERIES

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

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

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

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

Prehistoric Native American archaeological materials include:

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

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

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

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

5-1.11 AREAS FOR CONTRACTOR'S USE

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

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

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

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

5-1.12 PAYMENTS

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

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

5-1.13 PROJECT INFORMATION

The information in this section has been compiled specifically for this project and is made available for bidders and Contractors. Other information referenced in the Standard Specifications and these special provisions do not appear in this section. The information is subject to the conditions and limitations set forth in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," and Section 6-2, "Local Materials," of the Standard Specifications. Bidders and Contractors shall be responsible for knowing the procedures for obtaining information.

Cross sections are not available for this project.

The District Office in which the work is situated is located at Performance Drive Construction Office, 3951 Performance Drive Suite C, Sacramento CA, 95838.

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, CA, Fax (916) 227-8357.

Plans of the existing bridges available to bidders and Contractors are reproductions of the original contract plans, with significant changes noted, and working drawings, and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

5-1.14 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

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

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Contractor shall be responsible for penalties assessed on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in "Water Pollution Control" of these special provisions or with the applicable provisions of the Federal, State, and local regulations and requirements.

Penalties as used in this section shall include fines, penalties, and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

WITHHOLDS

The Department will withhold money due the Contractor, in an amount estimated by the Department, to include the full amount of penalties and mitigation costs proposed, assessed, or levied as a result of the Contractor's violation of the permits, or Federal or State law, regulations, or requirements. Funds will be withheld by the Department until final disposition of these costs has been made. The Contractor shall remain liable for the full amount until the potential liability is finally resolved with the entity seeking the penalties. Instead of the withhold, the Contractor may provide a suitable bond in favor of the Department to cover the highest estimated liability for any disputed penalties proposed as a result of the Contractor's violation of the permits, law, regulations, or requirements.

If a regulatory agency identifies a failure to comply with the permits and modifications thereto, or other Federal, State, or local requirements, the Department will withhold money due the Contractor, subject to the following:

A. The Department will give the Contractor 30 days notice of the Department's intention to withhold funds from payments which may become due to the Contractor before acceptance of the contract. Funds withheld after acceptance of the contract will be made without prior notice to the Contractor.
B. No withholds of additional amounts out of payments will be made if the amount to be withheld does not exceed the amount being withheld from partial payments in accordance with Section 9-1.06, "Partial Payments," of the Standard Specifications.
C. If the Department has withheld funds and it is subsequently determined that the State is not subject to the entire amount of the costs and liabilities assessed or proposed in connection with the matter for which the withhold was made, the Department will return the excess amount withheld to the Contractor in the progress payment following the determination. If the matter is resolved for less than the amount withheld, the Department will pay interest at a rate of 6 percent per year on the excess withhold.

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

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

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

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

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

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

Non-Reflective, 4-inch Round

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

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

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

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

Preformed Thermoplastic (Heated in place)

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

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

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

Special Use Type, 66-inch

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

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MF-180EX-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
2. Filtrona Extrusion, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA
10. Three D Traffic Works "Boomerang" ID No. 522053W

Lane Separation System

1. Filtrona Extrusion, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System

CONICAL DELINEATORS, 42-inch

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

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500

OBJECT MARKERS

Type "K", 18-inch

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

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

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Filtrona Extrusion, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W

CONCRETE BARRIER MARKERS AND
TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

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

Non-Impactable Type

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

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

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

CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

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

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

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

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

Wood Post Type, 27-inch

1. Filtrona Extrusion, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 4-inch and 6-inch Sleeves

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

Drums

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

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

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

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

1. Avery Dennison, W-2100 Series

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIALTY SIGNS

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

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

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

Aluminum Composite, Temporary Construction Signs Only

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

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

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

Qualified testing laboratories shall conform to the following requirements:

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

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

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

If the aggregates used in the concrete are on the Department's list, the minimum amount of supplementary cementitious material shall conform to the following:

1. If fly ash or natural pozzolan conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 15 percent by weight of the total cementitious material; or
2. If silica fume conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 7 percent by weight of the total cementitious material.

The limitation on tricalcium silicate (C_3S) content in Type II cement specified in Section 90-2.01A, "Cement," of the Standard Specifications shall not apply.

SECTION 8-3. WELDING

8-3.01 WELDING

GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Unless considered prequalified, fillet welds shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR).
B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, a minimum of two WPS qualification tests are required. The tests shall be conducted using both Figure 5.1 and Figure 5.3. The test conforming to Figure 5.1 shall be conducted in conformance with AWS D1.5, Section 5.12 or 5.13. The test conforming to Figure 5.3 shall be conducted using the welding electrical parameters that were established for the test conducted conforming to Figure 5.1. The ranges of welding electrical parameters established during welding per Figure 5.1 in conformance with AWS D1.5, Section 5.12, shall be further restricted according to the limits in Table 5.3 during welding per Figure 5.3.
C. Multiple zones within a weld joint may be qualified. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.5 Section 5.13 shall be consistent for each pass in a weld joint, and shall in no case vary by more than ±10 percent for travel speed, ±10 percent for amperage, and ±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 ±15 percent when using submerged arc welding.
D. For a WPS qualified in conformance with AWS D1.5 Section 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Section 5.12 or 5.13.
E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Section 5.19.3.
F. When a nonstandard weld joint is to be made using a combination of WPSs, a test conforming to Figure 5.3 may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 5.3.
G. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 3 inches in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5 Section 6.26.2, excluding Section 6.26.2.2. Test plates that do not comply with both tests shall not be used.

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 placing a 7 feet Type 2 chain link railing on the following existing bridges:

AUBURN RAVINE ROAD OC
(Bridge No. 19-0062)

ROUTIERS ROAD OC
(Bridge No. 24-0213)

MAYHEW ROAD OC
(Bridge No. 24-0215)

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.

Except as noted herein, the Contractor shall maintain access on all routes for permit loads during the work shifts. Permit loads are defined as overweight or oversized vehicles that have an approved permit for traveling this route. The Contractor shall give notice 15 calendar days in advance to the Engineer and the Traffic Office of Truck Services at (916) 322-4957, when the horizontal clearances are less than 16 feet and the vertical clearances are less than 18 feet or when traffic is detoured around the project.

Unless approved by the Engineer, the Contractor shall not perform work on bridges that has the potential of having objects fall onto live traffic lanes below.

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

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

10-1.02 WATER POLLUTION CONTROL

GENERAL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, section of these special provisions entitled "Relations With California Regional Water Quality Control Board," and these special provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and its addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at:

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

Before the start of job site activities, the Contractor shall provide training for project managers, supervisory personnel, and employees involved with water pollution control work. The training shall include:

A. Rules and regulations
B. Implementation and maintenance for:

    1. Temporary Soil Stabilization
    2. Temporary Sediment Control
    3. Tracking Control
    4. Wind Erosion Control

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall submit a statement of qualifications describing the training, work history, and expertise of the proposed WPCM. The qualifications shall include either:

A. A minimum of 24 hours of Department approved storm water management training described at Department's Construction Storm Water and Water Pollution Control web site.
B. Certification as a Certified Professional in Erosion and Sediment Control (CPESC).

The WPCM shall be:

A. Responsible for water pollution control work.
B. The primary contact for water pollution control work.
C. Have authority to mobilize crews to make immediate repairs to water pollution control practices.

The Contractor may designate one manager to prepare the WPCP and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the WPCM.

WATER POLLUTION CONTROL PROGRAM

The Contractor shall submit a Water Pollution Control Program (WPCP) to the Engineer for approval. The WPCP shall conform to the requirements in the Preparation Manual and these special provisions.

The WPCP shall include water pollution control practices:

A. For storm water and non-storm water from areas outside of the job site related to construction activities for this contract such as:

   1. Staging areas.
   2. Storage yards.
   3. Access roads.

B. Appropriate for each season as described in "Implementation Requirements" of these special provisions.

The WPCP shall include a schedule that:

A. Describes when work activities that could cause water pollution will be performed.
B. Identifies soil stabilization and sediment control practices for disturbed soil area.
C. Includes dates when these practices will be 25, 50, and 100 percent complete.
D. Shows 100 percent completion of these practices before the rainy season.

Within 7 days after contract approval, the Contractor shall submit 2 copies of the WPCP to the Engineer. The Contractor shall allow 15 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete WPCP is resubmitted. When the Engineer approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the Engineer. The Contractor may proceed with construction activities if the Engineer conditionally approves the WPCP while minor revisions are being completed. If the Engineer fails to complete the review within the time allowed and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the Engineer. The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the WPCP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the Engineer for review within a time agreed to by the Engineer not to exceed the number of days specified for the initial submittal of the WPCP. The Engineer will review the amendment within the same time allotted for the review of the initial submittal of the WPCP.

If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the WPCP. Additional water pollution control work will be paid for as extra work in accordance with Section 4-1.03, "Extra work," of the Standard Specifications.

The Contractor shall keep a copy of the approved WPCP at the job site. The WPCP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the Engineer.

IMPLEMENTATION REQUIREMENTS

The Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP, the deficiency shall be corrected immediately, unless an agreed date for correction is approved in writing by the Engineer. The deficiency shall be corrected before the onset of precipitation. If the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting deficiencies from payments.

Year-Round

The Contractor shall monitor the National Weather Service weather forecast on a daily basis during the contract. The Contractor may use an alternative weather forecasting service if approved by the Engineer. Appropriate water pollution control practices shall be in place before precipitation.

The Contractor may discontinue earthwork operations for a disturbed area for up to 21 days and the disturbed soil area will still be considered active. When earthwork operations in the disturbed area have been completed, the Contractor shall implement appropriate water pollution control practices within 15 days or before predicted precipitation, whichever occurs first.

Rainy Season

Soil stabilization and sediment control practices conforming to these special provisions shall be in place during the rainy season between October 15 and April 15.

INSPECTION AND MAINTENANCE

The WPCM shall inspect the water pollution control practices identified in the WPCP as follows:

A. Before a forecasted storm,
B. After precipitation that causes site runoff,
C. At 24-hour intervals during extended precipitation,
D. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
E. On a predetermined schedule, a minimum of once a week during the defined rainy season.

The WPCM shall oversee the maintenance of the water pollution control practices.

The WPCM shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. A copy of the completed site inspection checklist shall be submitted to the Engineer within 24 hours of finishing the inspection.

REPORTING REQUIREMENTS

If the Contractor identifies discharges into surface waters or drainage systems causing or potentially causing pollution or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge, notice, or order. The report shall include the following information:

A. The date, time, location, and nature of the operation, type of discharge and quantity, and the cause of the notice or order.
B. The water pollution control practices used before the discharge, or before receiving the notice or order.
C. The date of placement and type of additional or altered water pollution control practices placed after the discharge or after receiving the notice or order.
D. A maintenance schedule for affected water pollution control practices.

PAYMENT

During each estimate period the Contractor fails to conform to the provisions in this section, "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these special provisions as items of work, the Department will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The Department will return performance-failure withholds in the progress payment following the correction for noncompliance.

The contract lump sum price paid for prepare water pollution control program shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for prepare water pollution control program will be made as follows:

A. After the WPCP has been approved by the Engineer, up to 75 percent of the contract item price for prepare water pollution control program will be included in the monthly progress estimate.

B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining percentage of the contract item price for prepare water pollution control program will be made in conformance with the provisions in Section 9-1.07A, "Payment Prior to Proposed Final Estimate."

Implementation of water pollution control practices in areas outside the highway right of way not specifically provided for in the WPCP or in these special provisions will not be paid for.

Water pollution control practices for which there are separate contract items of work will be measured and paid for as those contract items of work.

10-1.03 CONSTRUCTION SITE MANAGEMENT

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

Attention is directed to "Water Pollution Control" of these special provisions regarding the Contractor's appointment of a water pollution control manager (WPCM) for the project.

The Contractor shall train all employees and subcontractors regarding:

A. Material pollution prevention and control;
B. Waste management;
C. Non-storm water management;
D. Identifying and handling hazardous substances; and
E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Nonhazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected by the WPCM on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

A. Containing the spread of the spill,
B. Recovering the spilled material using absorption,
C. Cleaning the contaminated area, and
D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

A. Containing the spread of the spill;
B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
B. Notify the Engineer and follow up with a written report;
C. Obtain the services of a spills contractor or hazardous material team immediately;
D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
G. Notify other agencies as appropriate, including:

    1. Fire Department,
    2. Public Works Department,
    3. Coast Guard,
    4. Highway Patrol,
    5. City Police or County Sheriff Department,
    6 Department of Toxic Substances,
    7. California Division of Oil and Gas,
    8. Cal OSHA, or
    9. Regional Water Resources Control Board.

The WPCM shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the Contractor's WPCM who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

MATERIAL MANAGEMENT

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

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

A. Hazardous chemicals including:

    1. Acids,
    2. Lime,
    3. Glues,
    4. Adhesives,
    5. Paints,
    6. Solvents, and
    7. Curing compounds;

B. Soil stabilizers and binders;
C. Fertilizers;
D. Detergents;
E. Plaster;
F. Petroleum products including:

    1. Fuel,
    2. Oil, and
    3. Grease;

G. Asphalt components and concrete components; and
H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Material Storage

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these special provisions, unless testing determines them to be nonhazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in Section 10, "Dust Control," of the Standard Specifications.

Stockpiles of portland cement concrete rubble, asphalt concrete (AC), hot mix asphalt (HMA), AC and HMA rubble, aggregate base, or aggregate subbase shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

WASTE MANAGEMENT

Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The WPCM shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction

Solid waste includes:

A. Brick,
B. Mortar,
C. Timber,
D. Metal scraps,
E. Sawdust,
F. Pipe,
G. Electrical cuttings,
H. Non-hazardous equipment parts,
I. Styrofoam and other packaging materials,
J. Vegetative material and plant containers from highway planting, and
K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

A. Petroleum products,
B. Asphalt products,
C. Concrete curing compound,
D. Pesticides,
E. Acids,
F. Paints,
G. Stains,
H. Solvents,
I. Wood preservatives,
J. Roofing tar, and
K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these special provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The WPCM shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the Department of Health Services (DHS) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from nonhazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these special provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by DHS. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

A. Berms,
B. Cofferdams,
C. Grout curtains,
D. Freeze walls, or
E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the DHS. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

Concrete Waste

The Contractor shall implement practices to prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Portland cement concrete, AC, or HMA waste shall be collected at the following locations and disposed of:

A. Where concrete material, including grout, is used;
B. Where concrete dust and debris result from demolition;
C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry; or
D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

Sanitary and Septic Waste

Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The WPCM shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and provide a copy to the Engineer. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

Liquid Waste

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

A. Drilling slurries or fluids,
B. Grease-free or oil-free wastewater or rinse water,
C. Dredgings,
D. Liquid waste running off a surface including wash or rinse water, or
E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

A. Sediment traps,
B. Roll-off bins, or
C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these special provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these special provisions.

NON-STORM WATER MANAGEMENT

Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

A. Debris or trash piles,
B. Staining or discoloration on pavement or soils,
C. Pungent odors coming from drainage systems,
D. Discoloration or oily sheen on water,
E. Stains or residue in ditches, channels or drain boxes,
F. Abnormal water flow during dry weather,
G. Excessive sediment deposits,
H. Nonstandard drainage junction structures, or
I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

A. Located at least 50 feet from storm drainage systems or watercourses,
B. Paved with AC, HMA, or portland cement concrete,
C. Surrounded by a containment berm, and
D. Equipped with a sump to collect and dispose of wash water.

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

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

Material and Equipment Used Over Water

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these special provisions.

The WPCM shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

Paving, Sealing, Sawcutting, and Grinding Operations

The Contractor shall prevent the following material from entering storm drain systems or water courses:

A. Cementitious material,
B. Asphaltic material,
C. Aggregate or screenings,
D. Grinding or sawcutting residue,
E. Pavement chunks, or
F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these special provisions if approved by the Engineer. AC or HMA chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.

The Contractor shall collect bituminous material from the roadway after marker removal.

Pile Driving

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 50 feet from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The WPCM shall inspect the pile driving area every day for leaks and spills.

The Contractor shall use vegetable oil instead of hydraulic fluid when practical.

Concrete Curing

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

Concrete Finishing

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

PAYMENT

The contract lump sum price paid for construction site management shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.04 PROGRESS SCHEDULE

Progress schedules are required for this project and must be submitted as specified in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions, unless otherwise authorized in writing by the Engineer.

The second paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications does not apply.

10-1.05 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

A. Date,
B. Federal Aid number (if applicable),
C. Contract number, district, county, route and post mile of project limits,
D. Company name of certifying vendor, street address, city, state and zip code,
E. Printed name, signature and title of certifying person; and
F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone

The Department also maintains this list at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefor.

10-1.06 CONSTRUCTION AREA SIGNS

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

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

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions

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.

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 removed. 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.

Whenever work is performed without lane closures or shoulder closures, a 48” x 48” W20-1 or C23(CA) (ROAD WORK AHEAD) or 48” x 48” C24(CA) (SHOULDER WORK AHEAD) sign and a 36” x 18” G20-2 or C14(CA) (END ROAD WORK) sign shall be placed where directed by the Engineer. The W20-1 or C24(CA) sign installation shall be equipped with flags.

Full compensation for furnishing, placing, maintaining and removing the portable construction area signs shall be considered as included in the prices paid for the various contract items of worked and no separate payment will be made therefore.

10-1.07 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, "Public Safety" and "Portable Changeable Message Sign" of these special provisions 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.

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic," except for work required under Sections 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety."

The full width of the traveled way shall be open for use by public traffic on Special Days, designated legal holidays, the days preceding designated legal holidays and when construction operations are not actively in progress.

On all two-lane, 2-way Overcrossings, under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minutes.

The maximum length of a single stationary lane closure shall be 1 mile.

Local authorities shall be notified at least 5 business days before work begins. The Contractor shall cooperate with local authorities to handle traffic through the work area and shall make arrangements to keep the work area clear of parked vehicles.

Personal vehicles of the Contractor's employees shall not be parked within the right of way.When work vehicles or equipment are parked within 6 feet of a traffic lane, the shoulder area shall be closed as shown on the plans.

On multilane highways, a minimum of one paved traffic lane, not less than 11 feet wide, shall be open for use by public traffic in each direction of travel.On two-lane, two-way highways, a minimum of one paved traffic lane, not less than 11 feet wide, shall be open for use by public traffic.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Special Days are: The annual “Hot August Nights” week celebrations."In Reno Nevada, there is an annual 10-day long event called "Hot August Nights". This event begins on a Friday and ends 10-days later on Sunday. Lane closures and shoulder closures will be restricted during the annual "Hot August Nights" event, during the life of this contract. No lane closures, shoulder closures, or other traffic restrictions will be allowed in the Eastbound direction on each Friday, Saturday, and Sunday during the event. No lane closures, shoulder closures, or other traffic restrictions will be allowed in the Westbound direction on the Monday of the event and the Monday following the conclusion of the event. Should this requirement delay the controlling operation as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications, the days will be considered a non-working day, except as otherwise noted within these special provisions."

Lane Closure Restriction for Designated Legal Holidays and Special Days										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
x	**H** xx	xx	xx							
	SD xx									
x	xx	**H** xx	xx							
		SD xx								
	x	xx	**H** xx	xx						
			SD xx							
	x	xx	xx	**H** xx						
	x	xx	xx	**SD** xx						
				x	**H** xx					
				x	**SD** xx					
					x	**H** xx				
						SD xx				
						x	**H** xx	xx		xx
							SD xx			

Legends:	
	Refer to lane closure charts
x	The full width of the traveled way shall be open for use by public traffic after 1400.
xx	The full width of the traveled way shall be open for use by public traffic.
H	Designated Legal Holiday
SD	Special Day

On all over-crossings, pedestrian and bicycle access facilities shall be provided through construction areas as specified herein. Pedestrian walkways and bikeways shall be surfaced with asphalt concrete or portland cement concrete. The surface shall be skid resistant and free of irregularities.

At least one walkway and bikeway shall be available at all times. If the Contractor's operations require the closure of one walkway or bikeway, then another walkway or bikeway shall be provided nearby, off the traveled roadway.

Full compensation for providing pedestrian and bicycle access facilities 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.

Chart No. 1
Freeway/Expressway Lane Requirements

County: SACRAMENTO | Route/Direction: 50/Eastbound | KP: | PM: R6.98

Closure Limits: Sac-50-EB-PM R6.98

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1																				2
Fridays	1	1	1	1	1																				
Saturdays	1	1	1	1	1	1																			2
Sundays	1	1	1	1	1	1																		2	1

Legend:

1	Provide at least one through freeway lane open in direction of travel
2	Provide at least two adjacent through freeway lanes open in direction of travel
	No closure allowed

REMARKS:

- FOUR LANES ARE AVAILABLE ON US 50 IN THE EASTBOUND DIRECTION

Chart No. 2
Freeway/Expressway Lane Requirements

County: SACRAMENTO | Route/Direction: 50/Westbound | KP: | PM: R6.98

Closure Limits: Sac-50-WB-PM R6.98

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1																		2	1	
Fridays	1	1	1	1	1																		2	2	
Saturdays	1	1	1	1	1	1																	2	2	
Sundays	1	1	1	1	1	1																	2	1	

Legend:

1	Provide at least one through freeway lane open in direction of travel
2	Provide at least two adjacent through freeway lanes open in direction of travel
	No closure allowed

REMARKS:

- FOUR LANES ARE AVAILABLE ON US 50 IN THE WESTBOUND DIRECTION

Chart No. 3
Conventional Highway Lane Requirements

County: SACRAMENTO	Route/Direction: 50/Mayhew OC	KP: PM:

Closure Limits: Location 1

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	R	R	R	R	R																	R	R	R	
Fridays	R	R	R	R	R																	R	R	R	
Saturdays	R	R	R	R	R	R	R															R	R	R	
Sundays	R	R	R	R	R	R	R	R													R	R	R	R	

Legend:

R	Provide at least one through traffic lane, not less than 10 ft in width, for use by both directions of travel (Reversing Control)
	No closure allowed

REMARKS:

Chart No. 4
Conventional Highway Lane Requirements

County: SACRAMENTO	Route/Direction: 50/Routiers Rd OC	KP:	PM:

Closure Limits: Location 2

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	R	R	R	R	R																	R	R	R	
Fridays	R	R	R	R	R																	R	R	R	
Saturdays	R	R	R	R	R	R	R															R	R	R	
Sundays	R	R	R	R	R	R	R	R													R	R	R	R	

Legend:

R	Provide at least one through traffic lane, not less than 10 ft in width, for use by both directions of travel (Reversing Control)
	No closure allowed

REMARKS:

Chart No. 5
Freeway/Expressway Lane Requirements

County: PLACER	Route/Direction: 80/Eastbound	KP:	PM: R19.46

Closure Limits: Pla-80-EB-PM R19.46

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1	1	1															2	2	1	
Fridays	1	1	1	1	1	1	1															2	2	1	
Saturdays	1	1	1	1	1	1	1	2														1	1	1	
Sundays	1	1	1	1	1	1	1	1	2	2												1	1	1	

Legend:

1	Provide at least one through freeway lane open in direction of travel
2	Provide at least two adjacent through freeway lanes open in direction of travel
	No closure allowed

REMARKS:

- THREE LANES ARE AVAILABLE ON ROUTE 80 IN THE EASTBOUND DIRECTION

Chart No. 6
Freeway/Expressway Lane Requirements

County: PLACER | Route/Direction: 80/Westbound | KP: | PM: R19.46

Closure Limits: Pla-80-WB-PM R19.46

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1	1																1	1	1	
Fridays	1	1	1	1	1	1																1	1	1	
Saturdays	1	1	1	1	1	1	1	1	2													1	1	1	
Sundays	1	1	1	1	1	1	1	1	1	2												2	1	1	

Legend:

1	Provide at least one through freeway lane open in direction of travel
2	Provide at least two adjacent through freeway lanes open in direction of travel
	No closure allowed

REMARKS:

- THREE LANES ARE AVAILABLE ON ROUTE 80 IN THE WESTBOUND DIRECTION

Chart No. 7
Conventional Highway Lane Requirements

County: PLACER | Route/Direction: 80/Auburn Ravine Rd | KP: | PM:

Closure Limits: Location 3

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	R	R	R	R	R	R															R	R	R	R	
Fridays	R	R	R	R	R	R															R	R	R	R	
Saturdays	R	R	R	R	R	R	R	R													R	R	R	R	
Sundays	R	R	R	R	R	R	R	R	R	R											R	R	R	R	

Legend:

R	Provide at least one through traffic lane, not less than 10 ft in width, for use by both directions of travel (Reversing Control)
	No closure allowed

REMARKS:

10-1.08 CLOSURE REQUIREMENTS AND CONDITIONS

Closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Sunday noon through the following Sunday noon. Closures involving work (temporary barrier placement and paving operations) that will reduce horizontal clearances, traveled way inclusive of shoulders, to 2 lanes or less shall be submitted not less than 25 days and not more than 125 days before the anticipated start of operation. Closures involving work (pavement overlay, overhead sign installation, falsework and girder erection) that will reduce the vertical clearances

available to the public, shall be submitted not less than 25 days and not more than 125 days before the anticipated start of operation.

The Closure Schedule shall show the locations and times of the proposed closures. The Closure Schedule request forms furnished by the Engineer shall be used. Closure Schedules submitted to the Engineer with incomplete or inaccurate information will be rejected and returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Closure Schedule amendments, including adding additional closures, shall be submitted by noon to the Engineer, in writing, at least 3 business days in advance of a planned closure. Approval of Closure Schedule amendments will be at the discretion of the Engineer.

The Engineer shall be notified of cancelled closures 2 business days before the date of closure.

CONTINGENCY PLAN

A detailed contingency plan shall be prepared for reopening closures to public traffic. If required by "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, the contingency plan shall be submitted to the Engineer before work at the job site begins. Otherwise, the contingency plan shall be submitted to the Engineer within one business day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. No further closures are to be made until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 business days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to compensation for the suspension of work resulting from the late reopening of closures.

For closures on SR 50, for each 10-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct $5,577.00 per interval from moneys due or that may become due the Contractor under the contract.

COMPENSATION

The Engineer shall be notified of delays in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay and will be compensated in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications:

1. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to compensation for amendments to the Closure Schedule that are not approved.
2. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure before the time designated in the approved Closure Schedule, delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

10-1.09 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

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

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with cellular phone, radio and a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing components when operated within a stationary lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on vehicles which are being used to place, maintain and remove components of a traffic control system and shall be in place before a lane closure requiring its use is completed.

The 1,700-foot section of lane closure, shown along lane lines between the 1,000-foot lane closure tapers on the plans entitled "Traffic Control System for Lane Closures on Freeways and Expressways" and "Traffic Control System for Lane and Complete Closures on Freeways and Expressways" shall not be used.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals (including cellular phones and radios), and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.10 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations shown on the plans or where designated by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall be as directed by the Engineer and shall conform to Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications and “Maintaining Traffic” of these special provisions."

A portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane and shoulder closure.

The contract lump sum price paid for portable changeable message signs shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in furnishing, placing, operating, maintaining repairing, changing messages as needed or directed by the Engineer, transporting from location to location and removing portable changeable message signs, complete in place as specified in the Standard Specifications and these special provisions, as shown in the plans and as directed by the Engineer.

10-1.11 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TrafFix Sand Barrels manufactured after March 31, 1997, or equal:

1. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:

    1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
    1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501

2. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205

    2.1. Northern California: United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
    2.2. Southern California: Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in pounds for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

10-1.12 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.

10-1.13 FURNISH SIGN

Signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

10-1.14 CHAIN LINK RAILING

Chain link railing shall conform to the provisions in Section 83-l, "Railings," of the Standard Specifications.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____
   _____

   a. Describe the role of the MBE firm in the joint venture. _____
      _____
   b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____
      _____

5. Nature of the joint venture's business _____
   _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

   a. Profit and loss sharing.
   b. Capital contributions, including equipment.
   c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   a. Financial decisions _____
   b. Management decisions, such as:

      (1) Estimating _____
      (2) Marketing and sales _____
      (3) Hiring and firing of management personnel _____
      _____
      (4) Purchasing of major items or supplies _____
      _____

   c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 20___, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ___ day of _____, 20___, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor - During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

   c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

   a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

   d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

   a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

   b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

   a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

   c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

   a. The records kept by the contractor shall document the following:

      (1) The number of minority and non-minority group members and women employed in each work classification on the project;

      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

      (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers**:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**
The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**
Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**
The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

(As of May, 22, 2007, this form is no longer required by FHWA.)

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY - ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions:

a. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

(4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Covered Transactions:
(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	**Redding, CA:**	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc;CA Plumas;CA Shasta; CA Siskiyou; CA Tehama.	
175	**Eureka, CA**	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	**San Francisco-Oakland-San Jose, CA:**	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	**Sacramento, CA**:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	**Stockton-Modesto, CA:**	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa;CA Merced; CA Tuolumne.	

		Goal (Percent)
179	**Fresno-Bakersfield, CA**	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	**Los Angeles, CA:**	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	**San Diego, CA:**	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.