

**** WARNING ** WARNING ** WARNING ** WARNING ****

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
AND
SPECIAL PROVISIONS
FOR CONSTRUCTION ON STATE HIGHWAY IN
SAN FRANCISCO COUNTY IN SAN FRANCISCO AT YERBA BUENA ISLAND**

DISTRICT 04, ROUTE 80

**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated
JULY 1999, and Labor Surcharge and Equipment Rental Rates.**

**CONTRACT NO. 04-0120C4
04-SF-80-13.2**

**Federal Aid Project
ACBRIM-080-1(093)N**

**Bids Open: April 22, 2003
Dated: March 17, 2003**

**DRB
OSD**

IMPORTANT SPECIAL NOTICES

- The bidder's attention is directed to Section 5, containing specifications for "Dispute Review Board," of the Special Provisions, regarding establishing a Dispute Review Board (DRB) for the project.
- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **Payment Bonds**
Attention is directed to Section 5 of the Special Provisions, regarding contract bonds. The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.
- Federal minimum wage rates for this project are no longer included in the "Proposal and Contract" book. They will be available through the California Department of Transportation's Electronic Project Document Distribution Internet Web Site at <http://hqidoc1.dot.ca.gov/>. See Notice to Contractors.
- Attention is directed to Section 1, "Specifications and Plans," of these special provisions for Amendments To July 1999 Standard Specifications. Amendments to the various sections of the Standard Specification have been consolidated into Section 1 and dated to reflect the most recent revision.

- The time allotted for the successful bidder to execute the contract and return it, together with the contract bonds, to the Department, has been revised. See Section 3, "Award and Execution of Contract," of these special provisions. Additional time will no longer be granted for return of the executed documents.
- 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.
- The definition of a working day has been re-defined for this project. (See Section 4 of the Special Provisions.)
- The time limit specified in the Special Provisions for the completion of work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. It is expected that additional shifts will be required throughout the life of the contract to the extent deemed necessary to ensure that the work will be completed within the time limit specified. (See Section 4 of the special provisions).
- The bidder's attention is also directed to the monthly report required in Section 5-1.37, "Monitoring," of the special provisions. The monthly report will be made available to interested local agencies. A monthly forum will be conducted by the Department at which the report will be reviewed. The Contractor is required to attend the monthly forum and present the monthly report.

A+B BIDDING SPECIAL NOTICE

The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," in the special provisions. In addition to the item prices and totals, the proposal shall set forth the number of working days bid to complete all work on the contract. All bids will be compared on the basis of the sum of the item totals on the Engineer's Estimate for all work to be done (TOTAL BID (A)), plus the product of the number of working days bid to complete all work and the cost per day shown on the Engineer's Estimate (TOTAL BID (B)). The lowest bid will be determined on the basis of the "Total Basis for Comparison of Bids (A+B)" set forth in the Engineer's Estimate.

Bids in which the number of working days bid for completion of the work exceed the maximum number of days specified will be considered non-responsive and will be rejected.

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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	Abbreviations
A10B	Symbols
A62D	Excavation and Backfill - Concrete Pipe Culverts
A85	Chain Link Fence
D73	Drainage Inlets
D94B	Concrete Flared End Sections
T10	Traffic Control System for Lane Closure On Freeways and Expressways
B0-1	Bridge Details
RSP B0-3	Bridge Details
B0-13	Bridge Details
RSP B3-8	Retaining Wall Details No. 1
B7-11	Utility Details
RSP T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 04-0120C4

04-SF-80-13.2

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SAN FRANCISCO COUNTY IN SAN FRANCISCO AT YERBA BUENA ISLAND

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 April 22, 2003, 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 SAN FRANCISCO COUNTY IN SAN FRANCISCO AT YERBA BUENA ISLAND

General work description: Construct concrete foundation footings, Columns and retaining walls.

This project has a goal of 8 percent disadvantaged business enterprise (DBE) participation.

Bidders are highly encouraged to attend a pre-bid meeting at the Holiday Inn Bay Bridge, 1800 Powell Street, Emeryville, CA 94608. The meeting will be held on April 2, 2003 from 9:30 a.m. to 12:30 p.m. The purpose of the pre-bid meeting is to exchange information related to Disadvantaged Business Enterprise. Subcontractors are also encouraged to attend.

Bidder inquiries are to be submitted as follows:

For all inquiries: Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, California 94612, Fax No. (510) 622-1805, email address: duty_senior_district04@dot.ca.gov, Telephone No. (510) 286-5209.

Bidders will be requested to submit their inquiries in writing to the Oakland address, accompanied by an electronic copy where feasible, in order to avoid any misunderstandings. Written inquiries shall include the bidder's name, address and phone number. Written inquiries will be investigated and an addendum to the contract will be issued to the extent feasible and at the discretion of the Department. A copy of the responses to the bidder's inquiries and each addendum will be posted on the Internet at "http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-0120C4/word/."

Information handouts, as listed in various special provisions and summarized in, "Project Information," of these special provisions, are available on CD ROMs or internet websites for inspection.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in conformance with "Progress Schedule (Critical Path Method)" of these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

**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 a combination of Class C licenses which constitutes a majority of the work.

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

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.

Cross sections for this project are not available.

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

The Department of Transportation hereby notifies all bidders that it will affirmatively insure 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 (DOT) 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 the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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 through the California Department of Transportation's Electronic Project Document Distribution Site on the internet at <http://hqidoc1.dot.ca.gov/>. 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 March 17, 2003

JLD/SPM

Contract No. 04-0120C4

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

04-0120C4

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	029926	ELECTRONIC MOBILE DAILY DIARY COMPUTER SYSTEM DATA DELIVERY	LS	LUMP SUM
2	029927	PHOTO SURVEY OF EXISTING FACILITIES	LS	LUMP SUM
3	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM
4	070018	TIME-RELATED OVERHEAD	LS	LUMP SUM
5	029928	TEMPORARY FENCE (TYPE CL-2.4) W/BARBED WIRE EXTENSION ARMS	M	420
6	029929	3.66 M TEMPORARY GATE (TYPE CL-2.4) W/BARBED WIRE EXTENSION ARMS	EA	1
7	071325	TEMPORARY FENCE (TYPE ESA)	M	278
8	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
9	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
10	029930	TURBIDITY CONTROL	LS	LUMP SUM
11	029931	NON-STORM WATER DISCHARGES	LS	LUMP SUM
12	074025	TEMPORARY SOIL STABILIZER	M2	2000
13	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	23
14	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	2
15	074034	TEMPORARY COVER	M2	1000
16	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
17	029932	TEMPORARY FENCE (TYPE WM-1.8)	M	91
18	029933	REMOVE WATER MAIN	M	3
19	160101	CLEARING AND GRUBBING	LS	LUMP SUM
20 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	16 015

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21 (F)	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	3900
22	194001	DITCH EXCAVATION	M3	50
23	203003	STRAW (EROSION CONTROL)	TONN	2
24	203014	FIBER (EROSION CONTROL)	KG	370
25	029934	EROSION CONTROL (TYPE B)	M2	810
26	203021	FIBER ROLLS	M	80
27	203024	COMPOST (EROSION CONTROL)	KG	1130
28	029935	MOVE IN/MOVE OUT (TEMPORARY SOIL STABILIZER/ EROSION CONTROL)	EA	3
29	203045	PURE LIVE SEED (EROSION CONTROL)	KG	70
30	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	84
31 (S)	049139	2.5 M CAST-IN-DRILLED-HOLE CONCRETE PILING (ROCK SOCKET)	M	40
32 (S)	049140	HIGH STRENGTH PRESTRESSING ROD (75 MM)	LS	LUMP SUM
33 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	7417
34 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	3993
35 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	770
36 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	3.2
37 (S-F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	2 147 000
38 (S-F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	145 000
39 (S-F)	550203	FURNISH STRUCTURAL STEEL (BRIDGE)	KG	258 500
40 (S-F)	550204	ERECT STRUCTURAL STEEL (BRIDGE)	KG	258 500

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41 (S)	590115	CLEAN AND PAINT STRUCTURAL STEEL	LS	LUMP SUM
42	029936	300MM PLASTIC PIPE (HDPE)	M	6
43	650068	375 MM REINFORCED CONCRETE PIPE	M	44
44 (S)	049142	DRAIN PIPE	LS	LUMP SUM
45	049143	200 MM WATER MAIN	M	70
46	705221	375 MM CONCRETE FLARED END SECTION	EA	1
47	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	M3	1
48	729010	ROCK SLOPE PROTECTION FABRIC	M2	3
49	731517	MINOR CONCRETE (GUTTER)	M3	9
50	750001	MISCELLANEOUS IRON AND STEEL	KG	400
51	029937	EMBED PLATE	KG	620
52 (S-F)	750501	MISCELLANEOUS METAL (BRIDGE)	KG	16 200
53	029938	PIER CONDUIT AND TRAY SUPPORT ANCHORAGE SYSTEM	KG	1956
54	800385	CHAIN LINK FENCE (TYPE CL-1.2)	M	90
55	029939	CHAIN LINK FENCE (TYPE CL-2.4, BLACK VINYL-CLAD) WITH BARBED WIRED EXTENSION ARMS	M	150
56	802184	1.8 M CHAIN LINK GATE (TYPE CL-1.2)	EA	2
57	029940	3.66 M CHAIN LINK GATE (TYPE CL-2.4, BLACK VINYL-CLAD) WITH BARBED WIRED EXTENSION ARMS	EA	2
58	029941	GROUNDING FOR W2 FOUNDATIONS	LS	LUMP SUM
59	029942	ELECTRICAL UTILITIES REMOVAL	LS	LUMP SUM
60	029943	INSTALL FIRE HYDRANT	EA	2

Item	Item Code	Item	Unit of Measure	Estimated Quantity
61	999990	MOBILIZATION	LS	LUMP SUM

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SPECIAL PROVISIONS

Annexed to Contract No. 04-0120C4

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

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

**AMENDMENTS TO JULY 1999 STANDARD
SPECIFICATIONS**

UPDATED NOVEMBER 18, 2002

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

Issue Date: June 6, 2002

Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

2-1.03 Examination of Plans, Specifications, Contract, and Site of Work

- The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.
- The submission of a bid shall also be conclusive evidence that the bidder is satisfied that the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and specifications made a part of the contract.
- Where the Department has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources,

bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

- Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

- Inspection of the records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.

- When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.

- In some instances, information considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 2-1.03 and Section 6-2, "Local Materials."

- When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

- When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.

- When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.

- The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

- The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

- No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

SECTION 5: CONTROL OF WORK

Issue Date: December 31, 2001

Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

5-1.02A Excavation Safety Plans

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- Attention is directed to Section 7-1.01E, "Trench Safety."

SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: November 18, 2002

Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read:

9-1.04 NOTICE OF POTENTIAL CLAIM

- It is the intention of this section that disputes between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action promptly taken.
- Disputes will not be considered unless the Contractor has first complied with specified notice or protest requirements, including Section 4-1.03, "Changes," Section 5-1.116, "Differing Site Conditions," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," and Section 8-1.10, "Utility and Non-Highway Facilities."
- For disputes arising under and by virtue of the contract, including an act or failure to act by the Engineer, the Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.
 - The exclusive identification number for each dispute shall be used on the following corresponding documents:
 - A. Initial notice of potential claim.
 - B. Supplemental notice of potential claim.
 - C. Full and final documentation of potential claim.
 - D. Corresponding claim included in the Contractor's written statement of claims.
- The Contractor shall provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. The Contractor shall proceed with the performance of contract work unless otherwise specified or directed by the Engineer.
 - Throughout the disputed work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. The Contractor shall allow the Engineer access to the Contractor's project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.
 - Within 15 days of submitting the initial notice of potential claim, the Contractor shall provide a signed supplemental notice of potential claim to the Engineer that provides the following information:
 - A. The complete nature and circumstances of the dispute which caused the potential claim.
 - B. The contract provisions that provide the basis of claim.
 - C. The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.
 - D. A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made.
- The information provided in items A and B above shall provide the Contractor's complete reasoning for additional compensation or adjustments.
 - The supplemental notice of potential claim shall be submitted on Form CEM-6201B furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the

Contractor shall update information in items C and D above as soon as the change is recognized and submit this information to the Engineer.

- Within 30 days of the completion of work related to the potential claim, the Contractor shall provide the full and final documentation of potential claim to the Engineer that provides the following information:

- A. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
- B. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.
- C. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 9-1.03, "Force Account Payment," or Section 8-1.09, "Right of Way Delays," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs.
2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
4. Other categories as specified by the Contractor or the Engineer.

D. When an adjustment of contract time is requested the following information shall be provided:

1. The specific dates for which contract time is being requested.
2. The specific reasons for entitlement to a contract time adjustment.
3. The specific provisions of the contract that provide the basis for the requested contract time adjustment.
4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.

E. The identification and copies of the Contractor's documents and the substance of oral communications that support the potential claim.

- The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.

- Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items A to E above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.

- The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.

- Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or retentions, 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." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.

- Unless otherwise specified in the special provisions, the Contractor may pursue the administrative claim process pursuant to Section 9-1.07B, "Final Payment and Claims," for any potential claim found by the Engineer to be without merit.
- Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim process in conformance with Section 9-1.07B, "Final Payment of Claims," and shall operate as a bar to arbitration pursuant to Section 10240.2 of the California Public Contract Code.

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

9-1.07B Final Payment and Claims

- After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including an itemization of the total amount, segregated by contract item quantities, extra work and other bases for payment, and shall also show each deduction made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. Prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall 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 thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. The Contractor's receipt of the proposed final estimate shall be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

- On the Contractor's approval, or if the Contractor files no claim within the specified period of 30 days, the Engineer will issue a final estimate in writing in conformance with the proposed final estimate submitted to the Contractor, and within 30 days thereafter the State will pay the entire sum so found to be due. That final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

- If the Contractor within the specified period of 30 days files claims, the Engineer will issue a semifinal estimate in conformance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum found to be due. The semifinal estimate and corresponding payment shall be conclusive and binding against both parties to the contract on each question relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

- Except for claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate, the Contractor shall only provide the following two items of information for each claim:

- A. The exclusive identification number that corresponds to the supporting full and final documentation of potential claim.
- B. The final amount of requested additional compensation.

- If the final amount of requested additional compensation is different than the amount of requested compensation included in the full and final documentation of potential claim, the Contractor shall provide in the written statement of claims the reasons for the changed amount, the specific provisions of the contract which support the changed amount, and a statement of the reasons the provisions support and provide a basis for the changed amount. If the Contractor's claim fails to provide an exclusive identification number or if there is a disparity in the provided exclusive identification number, the Engineer will notify the Contractor of the omission or disparity. The Contractor shall have 15 days after receiving notification from the Engineer to correct the omission or disparity. If after the 15 days has elapsed, there is still an omission or disparity of the exclusive identification number assigned to the claim, the Engineer will assign the number. No claim will be considered that has any of the following deficiencies:

- A. The claim does not have the same nature, circumstances, and basis as the corresponding full and final documentation of potential claim.
- B. The claim does not have a corresponding full and final documentation of potential claim.
- C. The claim was not included in the written statement of claims.
- D. The Contractor did not comply with applicable notice or protest requirements of Sections 4-1.03, "Changes," 5-1.116, "Differing Site Condition," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim."

- Administrative disputes that occur after issuance of the proposed final estimate shall be included in the Contractor's written statement of claims in sufficient detail to enable the Engineer to ascertain the basis and amounts of those claims.
- The Contractor shall keep full and complete records of the costs and additional time incurred for work for which a claim for additional compensation is made. The Engineer or designated claim investigators or auditors shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.
- The written statement of claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(name) _____ of

(title) _____

(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day
 of _____

(Notary Public)
 My Commission
 Expires _____

- Failure to submit the notarized certificate will be sufficient cause for denying the claim.
- Claims for overhead type expenses or costs, in addition to being certified as stated above, shall be supported and accompanied by an audit report of an independent Certified Public Accountant. Omission of a supporting audit report of an independent Certified Public Accountant shall result in denial of the claim and shall operate as a bar to arbitration, as to the claim, in conformance with the requirements in Section 10240.2 of the California Public Contract Code. Claims for overhead type expenses or costs shall be subject to audit by the State at its discretion. The costs of performing an audit examination and submitting the report shall be borne by the Contractor. The Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field and home office overhead are:

- A. Allowable in conformance with the requirements in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31.
- B. Adequately supported by reliable documentation.
- C. Related solely to the project under examination.

- Costs or expenses incurred by the State in reviewing or auditing claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

- If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement and a written request to meet with the board of review, to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely written notification of disagreement or timely written request to meet with the board of review shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

- If the Contractor files a timely notification of disagreement with the District claim position letter and a timely request to meet with the board of review, then the board of review, designated by the District Director to review claims that remain in dispute, will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement.

- If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting.

- Attendance by the Contractor at the board of review meeting shall be mandatory. The board of review will review those claims and make a written recommendation thereon to the District Director. The final determination of claims, made by the District Director, will be sent to the Contractor by hand delivery or deposit in the U.S. mail. The Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

- Failure of the Contractor to conform to the specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall operate as a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

SECTION 19: EARTHWORK

Issue Date: December 31, 2001

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

SECTION 42: GROOVE AND GRIND PAVEMENT

Issue Date: December 31, 2001

The last sentence of the first subparagraph of the third paragraph in Section 42-2.02, "Construction," of the Standard Specifications is amended to read:

After grinding has been completed, the pavement shall conform to the straightedge and profile requirements specified in Section 40-1.10, "Final Finishing."

SECTION 49: PILING

Issue Date: December 31, 2001

Section 49-1.05, "Driving Equipment," of the Standard Specifications is amended by adding the following paragraph after the seventh paragraph:

- The use of followers or underwater hammers for driving piles will be permitted if authorized in writing by the Engineer. When a follower or underwater hammer is used, its efficiency shall be verified by furnishing the first pile in each bent or footing sufficiently long and driving the pile without the use of a follower or underwater hammer.

The first and second paragraphs in Section 49-4.01, "Description," of the Standard Specifications are amended to read:

- Cast-in-place concrete piles shall consist of one of the following:
 - A. Steel shells driven permanently to the required bearing value and penetration and filled with concrete.
 - B. Steel casings installed permanently to the required penetration and filled with concrete.
 - C. Drilled holes filled with concrete.
 - D. Rock sockets filled with concrete.

- The drilling of holes shall conform to the provisions in these specifications. Concrete filling for cast-in-place concrete piles is designated by compressive strength and shall have a minimum 28-day compressive strength of 25 MPa. At the option of the Contractor, the combined aggregate grading for the concrete shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading. Concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," and Section 51, "Concrete Structures." Reinforcement shall conform to the provisions in Section 52, "Reinforcement."

The fourth paragraph in Section 49-4.03, "Drilled Holes," of the Standard Specifications is amended to read:

- After placing reinforcement and prior to placing concrete in the drilled hole, if caving occurs or deteriorated foundation material accumulates on the bottom of the hole, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

The third paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per meter for cast-in-drilled-hole concrete piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in drilling holes, disposing of material resulting from drilling holes, temporarily casing holes and removing water when necessary, furnishing and placing concrete and reinforcement, and constructing reinforced concrete extensions, complete in place, to the required penetration, as shown on the plans, as specified in these specifications and in the special provisions, and as directed by the Engineer.

SECTION 50: PRESTRESSING CONCRETE

Issue Date: November 18, 2002

Section 50-1.02, "Drawings," of the Standard Specifications is amended by adding the following paragraph after the second paragraph:

- Each working drawing submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate working drawing submittal.

Section 50-1.05, "Prestressing Steel," of the Standard Specifications is amended to read:

- Prestressing steel shall be high-tensile wire conforming to the requirements in ASTM Designation: A 421, including Supplement I; high-tensile seven-wire strand conforming to the requirements in ASTM Designation: A 416; or uncoated high-strength steel bars conforming to the requirements in ASTM Designation: A 722, including all supplementary requirements. The maximum mass requirement of ASTM Designation: A 722 will not apply.
 - In addition to the requirements of ASTM Designation: A 722, for deformed bars, the reduction of area shall be determined from a bar from which the deformations have been removed. The bar shall be machined no more than necessary to remove the deformations over a length of 300 mm, and reduction will be based on the area of the machined portion.

- In addition to the requirements specified herein, epoxy-coated seven-wire prestressing steel strand shall be grit impregnated and filled in conformance with the requirements in ASTM Designation: A 882/A 882M, including Supplement I, and the following:

- A. The coating material shall be on the Department's list of approved coating materials for epoxy-coated strand, available from the Transportation Laboratory.
- B. The film thickness of the coating after curing shall be 381 μm to 1143 μm .
- C. Prior to coating the strand, the Contractor shall furnish to the Transportation Laboratory a representative 230-g sample from each batch of epoxy coating material to be used. Each sample shall be packaged in an airtight container identified with the manufacturer's name and batch number.
- D. Prior to use of the epoxy-coated strand in the work, written certifications referenced in ASTM Designation: A 882/A 882M, including a representative load-elongation curve for each size and grade of strand to be used and a copy of the quality control tests performed by the manufacturer, shall be furnished to the Engineer.
- E. In addition to the requirements in Section 50-1.10, "Samples for Testing," four 1.5-m long samples of coated strand and one 1.5-m long sample of uncoated strand of each size and reel shall be furnished to the Engineer for testing. These samples, as selected by the Engineer, shall be representative of the material to be used in the work.
- F. Epoxy-coated strand shall be cut using an abrasive saw.
- G. All visible damage to coatings caused by shipping and handling, or during installation, including cut ends, shall be repaired in conformance with the requirements in ASTM Designation: A 882/A 882M. The patching material shall be furnished by the manufacturer of the epoxy powder and shall be applied in conformance with the manufacturer's written recommendations. The patching material shall be compatible with the original epoxy coating material and shall be inert in concrete.

- All bars in any individual member shall be of the same grade, unless otherwise permitted by the Engineer.

- When bars are to be extended by the use of couplers, the assembled units shall have a tensile strength of not less than the manufacturer's minimum guaranteed ultimate tensile strength of the bars. Failure of any one sample to meet this requirement will be cause for rejection of the heat of bars and lot of couplers. The location of couplers in the member shall be subject to approval by the Engineer.

- Wires shall be straightened if necessary to produce equal stress in all wires or wire groups or parallel lay cables that are to be stressed simultaneously or when necessary to ensure proper positioning in the ducts.

- Where wires are to be button-headed, the buttons shall be cold formed symmetrically about the axes of the wires. The buttons shall develop the minimum guaranteed ultimate tensile strength of the wire. No cold forming process shall be used that causes indentations in the wire. Buttonheads shall not contain wide open splits, more than 2 splits per head, or splits not parallel with the axis of the wire.

- Prestressing steel shall be protected against physical damage and rust or other results of corrosion at all times from manufacture to grouting or encasing in concrete. Prestressing steel that has sustained physical damage at any time shall be rejected. The development of visible rust or other results of corrosion shall be cause for rejection, when ordered by the Engineer.

- Epoxy-coated prestressing steel strand shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the strand from exposure to sunlight, salt spray, and weather. For stacked coils, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the strand to prevent condensation under the covering. Epoxy-coated strand shall not be stored within 300 m of ocean or tidal water for more than 2 months.

- Prestressing steel shall be packaged in containers or shipping forms for the protection of the steel against physical damage and corrosion during shipping and storage. Except for epoxy-coated strand, a corrosion inhibitor which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the Engineer, may be applied directly to the steel. The corrosion inhibitor shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Packaging or forms damaged from any cause shall be immediately replaced or restored to original condition.

- The shipping package or form shall be clearly marked with a statement that the package contains high-strength prestressing steel, and the type of corrosion inhibitor used, including the date packaged.

- Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, and which is not epoxy-coated, shall be continuously protected against rust or other results of corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions specified herein.

- When steam curing is used, prestressing steel for post-tensioning shall not be installed until the steam curing is completed.

- Water used for flushing ducts shall contain either quick lime (calcium oxide) or slaked lime (calcium hydroxide) in the amount of 0.01-kg/L. Compressed air used to blow out ducts shall be oil free.
- When prestressing steel for post-tensioning is installed in the ducts after completion of concrete curing, and if stressing and grouting are completed within 10 days after the installation of the prestressing steel, rust which may form during those 10 days will not be cause for rejection of the steel. Prestressing steel installed, tensioned, and grouted in this manner, all within 10 days, will not require the use of a corrosion inhibitor in the duct following installation of the prestressing steel. Prestressing steel installed as above but not grouted within 10 days shall be subject to all the requirements in this section pertaining to corrosion protection and rejection because of rust. The requirements in this section pertaining to tensioning and grouting within 10 days shall not apply to epoxy-coated prestressing steel strand.
- Any time prestressing steel for pretensioning is placed in the stressing bed and is exposed to the elements for more than 36 hours prior to encasement in concrete, adequate measures shall be taken by the Contractor, as approved by the Engineer, to protect the steel from contamination or corrosion.
- After final fabrication of the seven-wire prestressing steel strand, no electric welding of any form shall be performed on the prestressing steel. Whenever electric welding is performed on or near members containing prestressing steel, the welding ground shall be attached directly to the steel being welded.
- Pretensioned prestressing steel shall be cut off flush with the end of the member. For epoxy-coated prestressing steel, only abrasive saws shall be used to cut the steel. The exposed ends of the prestressing steel and a 25-mm strip of adjoining concrete shall be cleaned and painted. Cleaning shall be by wire brushing or abrasive blast cleaning to remove all dirt and residue on the metal or concrete surfaces. Immediately after cleaning, the surfaces shall be covered with one application of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," except that 2 applications shall be applied to surfaces which will not be covered by concrete or mortar. Aerosol cans shall not be used. The paint shall be thoroughly mixed at the time of application and shall be worked into any voids in the prestressing tendons.

The thirteenth paragraph in Section 50-1.08, "Prestressing," of the Standard Specifications is amended to read:

- Prestressing steel in pretensioned members shall not be cut or released until the concrete in the member has attained a compressive strength of not less than the value shown on the plans or 28 MPa, whichever is greater. In addition to these concrete strength requirements, when epoxy-coated prestressing steel strand is used, the steel shall not be cut or released until the temperature of the concrete surrounding the strand is less than 65°C, and falling.

The fifth paragraph in Section 50-1.10, "Samples for Testing," of the Standard Specifications is amended to read:

- The following samples of materials and tendons, selected by the Engineer from the prestressing steel at the plant or jobsite, shall be furnished by the Contractor to the Engineer well in advance of anticipated use:
 - A. For wire or bars, one 2-m long sample and for strand, one 1.5-m long sample, of each size shall be furnished for each heat or reel.
 - B. For epoxy-coated strand, one 1.5-m long sample of uncoated strand of each size shall be furnished for each reel.
 - C. If the prestressing tendon is a bar, one 2-m long sample shall be furnished and in addition, if couplers are to be used with the bar, two 1.25-m long samples of bar, equipped with one coupler and fabricated to fit the coupler, shall be furnished.

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

- The contract lump sum prices paid for prestressing cast-in-place concrete of the types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing, placing, and tensioning the prestressing steel in cast-in-place concrete structures, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

SECTION 51: CONCRETE STRUCTURES

Issue Date: November 18, 2002

The first and second paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications are amended to read:

- The Contractor shall submit to the Engineer working drawings and design calculations for falsework proposed for use at bridges. For bridges where the height of any portion of the falsework, as measured from the ground line to the soffit of the superstructure, exceeds 4.25 m; or where any individual falsework clear span length exceeds 4.85 m; or where provision for vehicular, pedestrian, or railroad traffic through the falsework is made; the drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Six sets of the working drawings and 2 copies of the design calculations shall be furnished. Additional working drawings and design calculations shall be submitted to the Engineer when specified in "Railroad Relations and Insurance" of the special provisions.

- The falsework drawings shall include details of the falsework erection and removal operations showing the methods and sequences of erection and removal and the equipment to be used. The details of the falsework erection and removal operations shall demonstrate the stability of all or any portions of the falsework during all stages of the erection and removal operations.

The seventh paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended to read:

- In the event that several falsework plans are submitted simultaneously, or an additional plan is submitted for review before the review of a previously submitted plan has been completed, the Contractor shall designate the sequence in which the plans are to be reviewed. In such event, the time to be provided for the review of any plan in the sequence shall be not less than the review time specified above for that plan, plus 2 weeks for each plan of higher priority which is still under review. A falsework plan submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate falsework plan submittal.

Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended by adding the following paragraphs:

- If structural composite lumber is proposed for use, the falsework drawings shall clearly identify the structural composite lumber members by grade (E value), species, and type. The Contractor shall provide technical data from the manufacturer showing the tabulated working stress values of the composite lumber. The Contractor shall furnish a certificate of compliance as specified in Section 6-1.07, "Certificates of Compliance," for each delivery of structural composite lumber to the project site.

- For falsework piles with a calculated loading capacity greater than 900 kN, the falsework piles shall be designed by an engineer who is registered as either a Civil Engineer or a Geotechnical Engineer in the State of California, and the calculations shall be submitted to the Engineer.

The first paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- The design load for falsework shall consist of the sum of dead and live vertical loads, and an assumed horizontal load. The minimum total design load for any falsework, including members that support walkways, shall be not less than 4800 N/m² for the combined live and dead load regardless of slab thickness.

The eighth paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- In addition to the minimum requirements specified in this Section 51-1.06A, falsework for box girder structures with internal falsework bracing systems using flexible members capable of withstanding tensile forces only, shall be designed to include the vertical effects caused by the elongation of the flexible member and the design horizontal load combined with the dead and live loads imposed by concrete placement for the girder stems and connected bottom slabs. Falsework comprised of individual steel towers with bracing systems using flexible members capable of withstanding tensile forces only to resist overturning, shall be exempt from these additional requirements.

The third paragraph in Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended to read:

- When falsework is supported on piles, the piles shall be driven and the actual bearing value assessed in conformance with the provisions in Section 49, "Piling."

Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended by adding the following paragraphs:

- For falsework piles with a calculated loading capacity greater than 900 kN, the Contractor shall conduct dynamic monitoring of pile driving and conduct penetration and bearing analyses based on a wave equation analysis. These analyses shall be signed by an engineer who is registered as a Civil Engineer in the State of California and submitted to the Engineer prior to completion of falsework erection.
- Prior to the placement of falsework members above the stringers, the final bracing system for the falsework shall be installed.

Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended by adding the following paragraph:

- The falsework removal operation shall be conducted in such a manner that any portion of the falsework not yet removed remains in a stable condition at all times.

The sixth paragraph in Section 51-1.09, "Placing Concrete," of the Standard Specifications is amended to read:

- Vibrators used to consolidate concrete containing epoxy-coated bar reinforcement or epoxy-coated prestressing steel shall have a resilient covering to prevent damage to the epoxy-coating on the reinforcement or prestressing steel.

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

Tensile strength, percent	-15
Elongation at break, percent	-40; but not less than 300% total elongation of the material
Hardness, points	+10

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

- The smoothness of completed roadway surfaces of structures, approach slabs and the adjacent 15 m of approach pavement, and the top surfaces of concrete decks which are to be covered with another material, will be tested by the Engineer with a bridge profilograph in conformance with the requirements in California Test 547 and the requirements herein.

Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications is amended by deleting the seventh, thirteenth and fourteenth paragraphs.

The fourteenth paragraph in Section 51-1.23, "Payment," of the Standard Specifications is amended by deleting "and injecting epoxy in cracks".

SECTION 52: REINFORCEMENT

Issue Date: December 31, 2001

The third paragraph in Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement." The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph in Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

Reinforcing Bar Number	Total Slip (µm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

The first paragraph in Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

SECTION 55: STEEL STRUCTURES

Issue Date: December 31, 2001

Section 55-3.14, "Bolted Connections," of the Standard Specifications is amended by adding the following after the ninth paragraph:

- If a torque multiplier is used in conjunction with a calibrated wrench as a method for tightening fastener assemblies to the required tension, both the multiplier and the wrench shall be calibrated together as a system. The same length input and output sockets and extensions that will be used in the work shall also be included in the calibration of the system. The manufacturer's torque multiplication ratio shall be adjusted during calibration of the system, such that when this adjusted ratio is multiplied by the actual input calibrated wrench reading, the product is a calculated output torque that is within 2 percent of the true output torque. When this system is used in the work to perform any installation tension testing, rotational capacity testing, fastener tightening, or tension verification, it shall be used, intact as calibrated.

The sixth paragraph of Section 55-4.02, "Payment," of the Standard Specifications is amended to read:

- If a portion or all of the structural steel is fabricated more than 480 air line kilometers from both Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in these expenses, it is agreed that payment to the Contractor for furnishing the structural steel from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced \$5000 or by an amount computed at \$0.044 per kilogram of structural steel fabricated, whichever is greater, or in the case of each fabrication site located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced \$8000 or by \$0.079 per kilogram of structural steel fabricated, whichever is greater.

SECTION 56: SIGNS

Issue Date: December 31, 2001

Section 56-1.01, "Description," of the Standard Specifications is amended by deleting the third paragraph.

The sixth through the thirteenth paragraphs in Section 56-1.03, "Fabrication," of the Standard Specifications are amended to read:

- High-strength bolted connections, where shown on the plans, shall conform to the provisions in Section 55-3.14, "Bolted Connections," except that only fastener assemblies consisting of a high-strength bolt, nut, hardened washer, and direct tension indicator shall be used.
- High-strength fastener assemblies, and any other bolts, nuts, and washers attached to sign structures shall be zinc-coated by the mechanical deposition process.
- An alternating snugging and tensioning pattern for anchor bolts and high-strength bolted splices shall be used. Once tensioned, high-strength fastener components and direct tension indicators shall not be reused.
- For bolt diameters less than 10 mm, the diameter of the bolt hole shall be not more than 0.80-mm larger than the nominal bolt diameter. For bolt diameters greater than or equal to 10 mm, the diameter of the bolt hole shall be not more than 1.6 mm larger than the nominal bolt diameter.
- Sign structures shall be fabricated into the largest practical sections prior to galvanizing.
- Ribbed sheet metal panels for box beam closed truss sign structures shall be fastened to the truss members by cap screws or bolts as shown on the plans, or by 4.76 mm stainless steel blind rivets conforming to Industrial Fasteners Institute, Standard IFI-114, Grade 51. The outside diameter of the large flange rivet head shall be not less than 15.88 mm in diameter. Web splices in ribbed sheet metal panels may be made with similar type blind rivets of a size suitable for the thickness of material being connected.
- Spalling or chipping of concrete structures shall be repaired by the Contractor at the Contractor's expense.
- Overhead sign supports shall have an aluminum identification plate permanently attached near the base, adjacent to the traffic side on one of the vertical posts, using either stainless steel rivets or stainless steel screws. As a minimum, the information on the plate shall include the name of the manufacturer, the date of manufacture and the contract number.

SECTION 59: PAINTING

Issue Date: December 31, 2001

Section 59-2.01, "General," of the Standard Specifications is amended by adding the following paragraphs after the first paragraph:

- Unless otherwise specified, no painting Contractors or subcontractors will be permitted to commence work without having the following current "SSPC: The Society for Protective Coatings" (formerly the Steel Structures Painting Council) certifications in good standing:
 - A. For cleaning and painting structural steel in the field, certification in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors (Field Application to Complex Industrial Structures)" (SSPC-QP 1).
 - B. For removing paint from structural steel, certification in conformance with the requirements in Qualification Procedure No. 2, "Standard Procedure For Evaluating Painting Contractors (Field Removal of Hazardous Coatings from Complex Structures)" (SSPC-QP 2).
 - C. For cleaning and painting structural steel in a permanent painting facility, certification in conformance with the requirements in Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Applicators" (SSPC-QP 3). The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

The third paragraph of Section 59-2.03, "Blast Cleaning," of the Standard Specifications is amended to read:

- Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in Surface Preparation Specification No. 6, "Commercial Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 35 μm as measured in conformance with the requirements in ASTM Designation: D 4417.

The first paragraph of Section 59-2.06, "Hand Cleaning," of the Standard Specifications is amended to read:

- Dirt, loose rust and mill scale, or paint which is not firmly bonded to the surfaces shall be removed in conformance with the requirements in Surface Preparation Specification No. 2, "Hand Tool Cleaning," of the "SSPC: The Society for Protective Coatings." Edges of old remaining paint shall be feathered.

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 of specification SSPC-PA2 of the "SSPC: The Society for Protective Coatings."

SECTION 75: MISCELLANEOUS METAL

Issue Date: December 31, 2001

The table in the tenth paragraph of Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications is amended to read:

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030 except Grade 1017)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35 [450-240], Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings	ASTM Designation: A 48, Class 30B
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

* Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dyed dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.

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

Stud Diameter (millimeters)	Sustained Tension Test Load (kilonewtons)
29.01-33.00	137.9
23.01-29.00	79.6
21.01-23.00	64.1
* 18.01-21.00	22.2
15.01-18.00	18.2
12.01-15.00	14.2
9.01-12.00	9.34
6.00-9.00	4.23

* Maximum stud diameter permitted for mechanical expansion anchors.

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

Stud Diameter (millimeters)	Ultimate Tensile Load (kilonewtons)
30.01-33.00	112.1
27.01-30.00	88.1
23.01-27.00	71.2
20.01-23.00	51.6
16.01-20.00	32.0
14.01-16.00	29.4
12.00-14.00	18.7

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

Installation Torque Values, (newton meters)

Stud Diameter (millimeters)	Shell Type Mechanical Expansion Anchors	Integral Stud Type Mechanical Expansion Anchors	Resin Capsule Anchors and Cast-in-Place Inserts
29.01-33.00	—	—	540
23.01-29.00	—	—	315
21.01-23.00	—	—	235
18.01-21.00	110	235	200
15.01-18.00	45	120	100
12.01-15.00	30	65	40
9.01-12.00	15	35	24
6.00-9.00	5	10	—

SECTION 83: RAILINGS AND BARRIERS

Issue Date: June 13, 2002

The ninth paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

The eleventh paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m³, and need not be incised.

SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: February 28, 2002

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

- Forms shall be true to line and grade. Tops of foundations for posts and standards, except special foundations, shall be finished to curb or sidewalk grade or as directed by the Engineer. Forms shall be rigid and securely braced in place. Conduit ends and anchor bolts shall be placed in proper position and to proper height, and anchor bolts shall be held in place by means of rigid templates. Anchor bolts shall not be installed more than 1:40 from vertical.

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

- Plumbing of the standards shall be accomplished by adjusting the leveling nuts before placing the mortar or before the foundation is finished to final grade. Shims, or other similar devices shall not be used for plumbing or raking of posts, standards or pedestals. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made, firm contact shall exist between all bearing surfaces of the anchor bolt nuts, washers, and the base plate.

Section 86-8.01, "Payment," of the Standard Specifications is amended to read by adding the following paragraph after the first paragraph:

- If a portion or all of the traffic signal and lighting standards, pursuant to Standard Specification Section 86, "Signals, Lighting and Electrical Systems," are fabricated more than 480 air line kilometers from both-Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in such expenses, it is agreed that payment to the Contractor for furnishing such items from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced \$5000; in addition, in the case where a fabrication site is located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced an additional \$3000 per each fabrication site (\$8000 total per site).

SECTION 88: ENGINEERING FABRIC

Issue Date: January 15, 2002

Section 88-1.02, "Pavement Reinforcing Fabric," of the Standard Specifications is amended to read:

- Pavement reinforcing fabric shall be 100 percent polypropylene staple fiber fabric material, needle-punched, thermally bonded on one side, and conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 5261	140
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632	0.45
Elongation at break, percent min. ASTM Designation: D 4632	50
Asphalt retention by fabric, grams per square meter. (Residual Minimum) ASTM Designation: D 6140	900

Note: Weight, grab, elongation and asphalt retention are based on Minimum Average Roll Value (MARV)

SECTION 90: PORTLAND CEMENT CONCRETE

Issue Date: March 12, 2002

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 all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete. Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.
- Unless otherwise specified, cementitious material shall be a combination of cement and mineral admixture. Cementitious material shall be either:
 1. "Type IP (MS) Modified" cement; or
 2. A combination of "Type II Modified" portland cement and mineral admixture; or
 3. A combination of Type V portland cement and mineral admixture.
- Type III portland cement shall be used only as allowed in the special provisions or with the approval of the Engineer.
 - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
 - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
 - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
 - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
 - Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter 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 meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m ³)
Concrete designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 28 MPa 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 25 MPa 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, mineral admixture 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 mineral admixture 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 \$0.55 for each kilogram of cementitious material, portland cement, or mineral admixture 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 CEMENT

- Unless otherwise specified, cement shall be either "Type IP (MS) Modified" cement, "Type II Modified" portland cement or Type V portland cement.
- "Type IP (MS) Modified" cement shall conform to the requirements for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate and uniform blend of Type II cement and not more than 35 percent by mass of mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."
- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:
 - A. The cement shall not contain more than 0.60 percent by mass of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114;
 - 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 and Type V portland cements shall conform to the requirements in ASTM Designation: C 150 and the additional requirements listed above for "Type II Modified" portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.
- Cement used in the manufacture of cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same cement mill.
- Cement shall be protected from exposure to moisture until used. Sacked cement shall be piled to permit access for tally, inspection, and identification of each shipment.
- Adequate facilities shall be provided to assure that cement meeting the provisions specified in this Section 90-2.01 shall be kept separate from other cement in order to prevent any but the specified cement from entering the work. Safe and suitable facilities for sampling cement shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper, in conformance with California Test 125.
- If cement is used prior to sampling and testing as provided in Section 6-1.07, "Certificates of Compliance," and the cement is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the cement manufacturer or supplier of the cement. If the cement 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.
- Cement furnished without a Certificate of Compliance shall not be used in the work until the Engineer has had sufficient time to make appropriate tests and has approved the cement for use.

90-2.02 AGGREGATES

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.
- Natural aggregates shall be thoroughly and uniformly washed before use.
- The Contractor, at the Contractor's expense, 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 \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter 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 \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter 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 shall be 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 250 m³ of concrete or one day's pour, whichever is smaller.
- Aggregates specified for freeze-thaw resistance shall pass the freezing and thawing test, California Test 528.

- The Contractor shall notify the Engineer of the proposed source of freeze-thaw resistant concrete aggregates at least 4 months before intended use. Should the Contractor later propose a different source of concrete aggregates, the Contractor shall again notify the Engineer at least 4 months before intended use. Blending of fine or coarse aggregates from untested sources with acceptable aggregates will not be permitted. Provisions for the time of submission of samples as provided in Section 40-1.015, "Cement Content," are superseded by the foregoing.

- Concurrently with notification of proposed sources of freeze-thaw resistant concrete aggregates, the Contractor shall furnish samples in the quantity ordered by the Engineer. The samples shall be secured under the direct supervision of the Engineer. Samples from existing stockpiles of processed aggregate shall be taken from washed materials and shall be visibly damp. Samples from materials in place in a material source shall be taken at depths from the existing surface that will ensure the presence of the full quantity of ground water. Excavations for the purpose of securing samples shall be made to the full depth of intended source operations. Samples shall be protected against loss of contained water until they are delivered to the Engineer.

- The Engineer will waive the above freeze-thaw test and the 4-month advance notice, required in this Section, provided aggregates are to be obtained from sources that have previously passed this test and test results are currently applicable.

- No extension of contract time will be allowed for the time required to perform the freezing and thawing test.

- When the source of an aggregate is changed, except for pavement concrete, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates. When the source of an aggregate is changed for pavement concrete, the Engineer shall be allowed sufficient time to adjust the mix, and the aggregates shall not be used until necessary adjustments are made.

90-2.02A Coarse Aggregate

- Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, 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.

- 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:

- coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested by California Test 227; and
- 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:

1. 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
2. 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 1000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO₄, 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 1300 parts per million of sulfates as SO₄, 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 non-reinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1500 parts per million of sulfates as SO₄, 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 (Na₂O + 0.658 K₂O) 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.
- C. Calcium Chloride—ASTM Designation: D 98.
- D. Mineral Admixtures—Coal fly ash; raw or calcined natural pozzolan as specified in ASTM Designation: C618; silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

• Unless otherwise specified in the special provisions, mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

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
37.5-mm x 19-mm	25-mm	19 - 41
25-mm x 4.75-mm	19-mm	52 - 85
25-mm x 4.75-mm	9.5-mm	15 - 38
12.5-mm x 4.75-mm	9.5-mm	40 - 78
9.5-mm x 2.36-mm	9.5-mm	50 - 85
Fine Aggregate	1.18-mm	55 - 75
Fine Aggregate	600- μ m	34 - 46
Fine Aggregate	300- μ m	16 - 29

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

90-3.02 COARSE AGGREGATE GRADING

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

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes							
	37.5-mm x 19-mm		25-mm x 4.75-mm		12.5-mm x 4.75-mm		9.5-mm x 2.36-mm	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
50-mm	100	100	—	—	—	—	—	—
37.5-mm	88-100	85-100	100	100	—	—	—	—
25-mm	x \pm 18	X \pm 25	88-100	86-100	—	—	—	—
19-mm	0-17	0-20	X \pm 15	X \pm 22	100	100	—	—
12.5-mm	—	—	—	—	82-100	80-100	100	100
9.5-mm	0-7	0-9	X \pm 15	X \pm 22	X \pm 15	X \pm 22	X \pm 15	X \pm 20
4.75-mm	—	—	0-16	0-18	0-15	0-18	0-25	0-28
2.36-mm	—	—	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 37.5-mm, 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 25-mm, 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 25-mm x 4.75-mm 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
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	X ± 10	X ± 13
600-µm	X ± 9	X ± 12
300-µm	X ± 6	X ± 9
150-µm	2-12	1-15
75-µm	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 1.18-mm sieve and the total percentage passing the 600-µm sieve shall be between 10 and 40, and the difference between the percentage passing the 600-µm and 300-µm 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. Within these limitations, the relative proportions shall be as ordered by the Engineer, except as otherwise provided in Section 90-1.01, "Description."
- The combined aggregate grading used in portland cement concrete pavement shall be the 37.5-mm, maximum grading.
- The combined aggregate grading used in concrete for structures and other concrete items, except when specified otherwise in these specifications or the special provisions, shall be either the 37.5-mm, maximum grading, or the 25-mm, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

Sieve Sizes	Percentage Passing			
	37.5-mm Max.	25-mm Max.	12.5-mm Max.	9.5-mm Max.
50-mm	100	—	—	—
37.5-mm	90-100	100	—	—
25-mm	50-86	90-100	—	—
19-mm	45-75	55-100	100	—
12.5-mm	—	—	90-100	100
9.5-mm	38-55	45-75	55-86	50 - 100
4.75-mm	30-45	35-60	45-63	45 - 63
2.36-mm	23-38	27-45	35-49	35 - 49
1.18-mm	17-33	20-35	25-37	25 - 37
600-µm	10-22	12-25	15-25	15 - 25
300-µm	4-10	5-15	5-15	5 - 15
150-µm	1-6	1-8	1-8	1 - 8
75-µm	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 mass of admixture, as determined by California Test 415, shall not be used in prestressed or reinforced concrete.
- Calcium chloride shall not be used in concrete containing steel reinforcement or other embedded metals.
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.
- 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.

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.
- When 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.
- If a mineral admixture is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the manufacturer or supplier of the mineral admixture. If the mineral admixture is used in ready-mix 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.

90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES AND CALCIUM CHLORIDE

- When the use of a chemical admixture or calcium chloride is specified or ordered by the Engineer, the admixture shall be used at the dosage specified or ordered, except that if no dosage is specified or ordered, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.
- Calcium chloride shall be dispensed in liquid, flake, or pellet form. Calcium chloride dispensed in liquid form shall conform to the provisions for dispensing liquid admixtures in Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures."

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

- The Contractor will be permitted to 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. When 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 mass, except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter; 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 as provided in Section 40-1.015, "Cement Content."

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material.
- The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 618.

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

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content;
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix;
 2. When the calcium oxide content of a mineral admixture is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix;
 3. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix
- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

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.
- 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 2.5 L/m³ 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."
- Special admixtures, such as "high range" water reducers that may contribute to a high rate of slump loss, shall be measured and dispensed as recommended by the admixture manufacturer and as approved by the Engineer.

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When concrete is completely mixed in stationary paving mixers, the mineral admixture shall be weighed in a separate weigh hopper conforming to the provisions for cement weigh hoppers and charging and discharging mechanisms in Section 90-5.03A, "Proportioning for Pavement," and the mineral admixture and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the mineral admixture is not weighed in a separate weigh hopper, the Contractor shall provide certification that the stationary mixer is capable of mixing the cement, admixture, aggregates and water uniformly prior to discharge. 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 prior to discharge that are required to produce a mix that meets the requirements above.

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 also that the various sizes shall not become intermixed before proportioning.
- Aggregates shall be stored or stockpiled and handled in a manner that shall 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 mineral admixture for one batch of concrete is a single operation of a switch or starter.

- Proportioning devices shall be tested at the expense of the Contractor 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 mass of each batch of material shall not vary from the mass 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 mass 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 mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ± 0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.

- The mass 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 mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses; and
- B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses; and
- C. Water shall be within 1.5 percent of its designated mass or volume.

- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5-kg 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 cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

- 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 mass.

- 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) Modified" 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 mineral admixture 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 mineral admixture are weighed cumulatively, the cement shall be weighed first.
- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture 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 mineral admixture shall be discharged into the mixer simultaneously with the aggregate.
- The scales and weigh hoppers for bulk weighing cement, mineral admixture, or cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.
- For batches with a volume of one cubic meter 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 masses, the gross mass and tare mass 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 at the Contractor's expense on scales designated by the Engineer.

90-5.03A Proportioning for Pavement

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass 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 mass of the fine aggregate.
- The batching of cement, mineral admixture, or cement plus mineral admixture 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 mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- When interlocks are required for cement and mineral admixture charging mechanisms and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture, or cement plus mineral admixture into the aggregate as directed by the Engineer.
- When 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.
- When 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 0.25 m³ 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 cement, mineral admixture, or cement plus mineral admixture.
- 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 10 mm. 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 100 kg per cubic meter of concrete.

Average Slump	Maximum Permissible Difference
Less than 100-mm	25-mm
100-mm to 150-mm	38-mm
Greater than 150-mm to 225-mm	50-mm

- The Contractor, at the Contractor's expense, 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 10°C or more than 32°C. 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 65°C. 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 jobsite 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 jobsite 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 non-agitating 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 shall 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 non-agitating 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 24°C.
- 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.
- When 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 when the temperature of the concrete is 30°C or above, the time allowed may be less than 1.5 hours.
- When non-agitating 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 30°C 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 jobsite shall be accompanied by a weighmaster certificate showing the mix identification number, non-repeating 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 masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- 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 90 mm 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 masses or measurements for a load of concrete provided that both certificates are imprinted with the same non-repeating 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."

90-6.05 HAND-MIXING

- Hand-mixed concrete shall be made in batches of not more than 0.25 m³ 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 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture 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. When Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 225 mm after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (mm)	Slump (mm)	Penetration (mm)	Slump (mm)
Concrete Pavement	0-25	—	40	—
Non-reinforced concrete facilities	0-35	—	50	—
Reinforced concrete structures				
Sections over 300-mm thick	0-35	—	65	—
Sections 300-mm thick or less	0-50	—	75	—
Concrete placed under water	—	150-200	—	225
Cast-in-place concrete piles	65-90	130-180	100	200

- The amount of free water used in concrete shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m³.
- 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.
- Where 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 meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense 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.
 - When a curing medium consisting of cotton mats, rugs, carpets, 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 mediums.
 - 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 in the preceding paragraph, 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. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
 5. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
 6. Non-pigmented 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 0.15-kg/m² in 24 hours or more than 0.45-kg/m² in 72 hours.
 - The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.
 - When 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 3.7 m²/L, unless otherwise specified.
 - At any point, the application rate shall be within ± 1.2 m²/L of the nominal rate specified, and the average application rate shall be within ± 0.5 m²/L 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 4°C and shall not be diluted or altered after manufacture.

- The curing compound shall be packaged in clean 210-L barrels or round 19-L containers or 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 210-L barrels shall have removable lids and airtight fasteners. The 19-L containers shall be round and have standard full open head and bail. Lids with bungholes shall not be permitted. 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 of California.

- 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 of California.

- 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 or at the jobsite 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 100 mm.

- 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 0.5-m 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 15°C, 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 10°C, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 10°C and 32°C.
- 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 22°C per hour. The curing temperature throughout the enclosure shall not exceed 65°C 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 60 m 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 15°C 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 with a class designation ending in C (corrosion resistant) 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," or 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, or 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, or 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.
- 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 7°C for 72 hours after placing and at not less than 4°C for an additional 4 days. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

90-8.03 PROTECTING CONCRETE PAVEMENT

- Pavement concrete shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

- 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.

- When 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 3.8 MPa. 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 3.8 MPa. Concrete that fails to attain a modulus of rupture of 3.8 MPa 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 2.4 MPa has been attained, provided that:

- A. Unit pressure exerted on the pavement by the paver shall not exceed 135 kPa;
- 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 0.3-m 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 at the Contractor's expense.

- 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, at the Contractor's expense, 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 \$14 for each in-place cubic meter 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 \$20 for each in place cubic meter 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 250 m³.

- When 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. When 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 4 MPa 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 meters and the mass, type, and source of all ingredients used.
- D. Penetration 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.
- 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 37.5 mm or smaller than 19 mm.
 - 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 32°C 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.

- 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 4°C 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.

- When it is provided that concrete will be measured at the mixer, the volume in cubic meters shall be computed as the total mass of the batch in kilograms divided by the density of the concrete in kilograms per cubic meter. The total mass 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.

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.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The proposal shall set forth the unit prices, item totals, TOTAL BID (A), the number of working days bid for completion of all work, the product of the working days bid and the cost per day shown on the Engineer's Estimate (TOTAL BID (B)), and the "Total Basis for Comparison of Bids (A+B)," all in clearly legible figures, in the respective spaces provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required.

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.

The amount of the bidder's security required in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications shall be based on the "TOTAL BID (A)" set forth on the proposal form.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Toll Bridge Program Duty Senior at the District 4 Office, Mail Station 13-C, 111 Grand Avenue/P.O. Box 23660, Oakland, California 94623-0660, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

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

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 Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular 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 bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or 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. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. 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.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
 - 1. The Department's DBE Directory, which is published quarterly. 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.
 - 2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 324-1097 and obtaining a user identification and password.
 - 3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
 - 4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.
- G. Credit for materials or supplies purchased from DBEs will be as follows:
 - 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. 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, 60 percent of the cost of the materials or supplies will count toward the DBE goal. 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 G.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 G.2.

3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to 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.

H. Credit for DBE trucking companies will be 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, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
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 it 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 H, 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.

I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

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

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 8 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:
Triaxial Management Services, Inc. - Oakland 1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792

Districts 08, 11 and 12:
Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108

Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:
Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128

Districts 01, 02, 03 and 09:
Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

2-1.02B SUBMISSION OF DBE INFORMATION

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

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

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

The bidder's DBE information shall 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, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. 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 shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

2-1.03 ESCROW OF BID DOCUMENTATION

Bid documentation shall consist of all documentary and calculated information generated by the Contractor in preparation of the bid. The bid documentation shall conform to the requirements in these special provisions, and shall be submitted to the Department and held in escrow for the duration of the contract.

The escrowed bid documents will be the only documents accepted from the Contractor, regarding preparation of the bid.

In signing the proposal, the bidder certifies that the material submitted for escrow constitutes all the documentary information used in preparation of the bid and that he has personally examined the contents of the container and that they are complete.

Nothing in the bid documentation shall be construed to change or modify the terms or conditions of the contract.

Escrowed bid documentation will not be used for pre-award evaluation of the Contractor's anticipated methods of construction, nor to assess the Contractor's qualifications for performing the work.

Bid documentation shall clearly itemize the Contractor's estimated costs of performing the work. The documentation submitted shall be complete and so detailed as to allow for an in-depth analysis of the Contractor's estimate.

The bid documentation shall include, but not be limited to: quantity takeoffs; rate schedules for the direct costs and the time- and nontime-related indirect costs for labor (by craft), plant and equipment ownership and operation, permanent and expendable materials, insurance and subcontracted work; estimated construction schedules, including sequence and duration and development of production rates; quotations, scoping documents and subcontracts related to subcontractors, manufacturers and suppliers; estimates of field and home office overhead; contingency and margin for each contract item of work; names of the persons responsible for preparing the bidder's estimate, and other reports, calculations, assumptions and information used by the bidder to arrive at the estimate submitted with the proposal.

The Contractor shall also submit bid documentation for each subcontractor, manufacturer and supplier whose total subcontract or purchase orders exceeds or is expected to exceed one-half of one percent of the total bid or \$10,000.00 whichever is greater. Subcontractor, manufacturer and supplier bid documentation shall be enclosed with the Contractor's submittal regardless of whether or not subcontracts or purchase orders have been executed or entered into on the date that bid documentation is submitted for escrow. The examination of subcontractors', manufacturers' and suppliers' bid documentation will be accomplished in the same manner as for the Contractor's bid documentation. If a subcontractor, manufacturer or supplier is replaced, bid documentation for the new subcontractor, manufacturer or supplier shall be submitted for review and escrow before authorization for the substitution will be granted. Upon written request of a subcontractor, manufacturer or supplier, the bid documentation from that subcontractor, manufacturer or supplier shall be reviewed only by the subcontractor, manufacturer or supplier and the Department and shall be placed in a separate container within the Contractor's container. The written request from the subcontractor, manufacturer or supplier shall be included with the bid documentation.

If the bidder is a joint venture, the bid documentation shall include the joint venture agreement, the joint venture estimate comparison and final reconciliation of the joint venture estimate.

Copies of the proposals submitted by the first, second and third low bidders will be provided to the respective bidders for inclusion in the bid documentation to be escrowed.

The first, second, and third apparent low bidders shall present the bid documentation for escrow at the District 04 Office, 111 Grand Avenue, Oakland, California, (510) 286-5209, on the first Tuesday between 1:00 p.m. and 2:00 p.m., following the time indicated in the "Notice to Contractors" for the opening of bids. The fourth and subsequent apparent low bidders shall present the bid documentation for escrow if requested by the Department to do so.

Bid documentation shall be submitted as a paper copy in a sealed container, clearly marked with the bidder's name, date of submittal, project contract number and the words, "Bid Documentation for Escrow."

Failure to submit the actual and complete bid documentation as specified herein within the time specified shall be cause for rejection of the proposal.

Upon submittal, the bid documentation of the apparent low bidder will be examined and inventoried by the duly designated representatives of the Contractor and the Department to ensure that the bid documentation is authentic, legible, and in accordance with the terms of this section "Escrow of Bid Documentation." The examination will not include review of, nor will it constitute approval of, proposed construction methods, estimating assumptions or interpretation of the contract. The examination will not alter any conditions or terms of the contract. The acceptance or rejection by the Department that the submitted bid documents are in compliance with this section "Escrow of Bid Documentation" shall be completed within 48 hours of the time the bid documentation is submitted by the Contractor.

At the completion of the examination, the bid documents will be sealed and jointly deposited at an agreed commercial business.

Bid documentation submitted by the second and third apparent low bidders will be jointly deposited at an agreed commercial businesses. If the apparent low bid is withdrawn or rejected, the bid documentation of the second low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. If the second low bid is withdrawn or rejected, the bid documentation of the third low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. Bid documentation from subsequent bidders, if requested, will be examined and inventoried in the same manner as specified above, then sealed and deposited in escrow. Upon execution and final approval of the contract or rejection of all bids, the bid documentation will be returned to any remaining unsuccessful bidders.

Any and all components of the escrowed bid documentation may be examined by the designated representatives of both the Department and the Contractor, at any time deemed necessary by either the Department or the Contractor to assist in the negotiation of price adjustments and change orders, or to assist in the potential resolution or in the settlement of claims or disputes. Such a joint review shall be performed within 15 days of receipt of a written request to do so by either party. If the Contractor refuses to participate in the joint examination of any and all components of the escrowed bid documentation as provided herein, such refusal shall be considered as a failure by the Contractor to exhaust administrative claim remedies with respect to the particular protest, notice of potential claim, or claim. In addition, this refusal by the Contractor shall constitute a bar to future arbitration with respect to the protest, potential claim or claim as provided by Section 10240.2 of the California Public Contract Code.

If requested by a Disputes Review Board, the escrowed bid documentation may be utilized to assist the Board in its recommendations.

The bid documentation submitted by the Contractor will be held in escrow until the contract has been completed, the ultimate resolution of all disputes and claims has been achieved and receipt of final payment has been accepted by the Contractor. The escrowed bid documentation will then be released from escrow to the Contractor.

The bid documentation submitted by the bidder is, and shall remain, the property of the bidder, and is subject to only joint review by the Department and the bidder or upon written request of a subcontractor, manufacturer or supplier shall be reviewed only by the subcontractor, supplier or manufacturer and the Department unless it involves a dispute or claim. The Department stipulates and expressly acknowledges that the submitted bid documentation constitutes trade secrets and will not be deemed public records. This acknowledgment is based on the Department's express understanding that the information contained in the bid documentation is not known outside the bidder's business, is known only to a limited extent and only by a limited number of employees of the bidder, is safeguarded while in the bidder's possession, is extremely valuable to the bidder and could be extremely valuable to the bidder's competitors by virtue of it reflecting the bidder's contemplated techniques of construction. The Department acknowledges that the bid documentation includes a compilation of information used in the bidder's business, intended to give the bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The Department agrees to safeguard the bid documentation, and all information contained therein, against disclosure, including disclosure of subcontractor bid documentation to the Contractor and other subcontractors to the fullest extent permitted by law. However, in the event of arbitration or litigation, the bid documentation shall be subject to discovery, and the Department assumes no responsibility for safeguarding the bid documentation unless the Contractor has obtained an appropriate protective order issued by the arbitrator or the court.

Full compensation for preparing the bid documentation, presenting it for escrow and reviewing it for escrow and upon request of the Engineer shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

The direct cost of depositing the bid documentation in escrow at the agreed commercial business will be paid by the State.

2-1.04 SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE UTILIZATION AND REPORTING

Contractors, subcontractors, suppliers and service providers who qualify are requested to apply for certification as a "Small Business" or a "Disabled Veteran Business Enterprise" by submitting an application to the Department of General Services, Office of Small Business and DVBE Certification, 707 3rd Street, West Sacramento, CA 95605 Telephone No. (916) 375-4940 or (800) 559-5529.

Attention is directed to the provisions of the Small Business Procurement and Contract Act, Government Code Section 14835 et seq., and Title 2, California Code of Regulations, Section 1896 et seq. regarding certification as a Small Business, and the provisions of Military and Veterans Code Section 999 et seq. and Title 2, California Code of Regulation, Section 1896.60 et seq. regarding certification as a Disabled Veteran Business Enterprise.

By Executive Orders Nos. D-37-01 and D-43-01 the Governor has declared that the policy of the State is to promote the use and participation of Small Businesses and Disabled Veteran Business Enterprises in the State contracting process. The Executive Orders seek pursuit of an annual 25 percent Small Business participation level, and the statutory 3 percent Disabled Veteran Business Enterprise participation level. Because this project involves Federal funding, the State Small Business preference and the State Disabled Veteran Business Enterprise goal do not apply. However, the Department desires to encourage the highest possible participation of Small Businesses and Disabled Veteran Business Enterprises to achieve the goals as stated in the Executive Orders.

It is requested that the Contractor provide, on a quarterly basis, and within 30 days of contract acceptance, reports summarizing the participation of State certified Small Businesses and Disabled Veteran Business Enterprises used in the performance of this contract. To qualify for payment, it is requested that each report include the contract number, Contractor name, business address, business telephone number, and name of person preparing the report, and that the report list payments to each Small Business or Disabled Veteran Business Enterprise by item number, description of work performed and materials provided, business name, Small Business or Disabled Veteran Business Enterprise certification number, amount of payment, date payment was made, and cumulative payment.

For each report submitted to the Engineer, the Contractor will receive \$2,500. The amount paid for submitting each report shall include full compensation for doing all the work involved in preparing and submitting the report, including accounting, tracking, maintaining, and reporting certified Small Business and Disabled Veteran Business Enterprise use.

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.

Bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done and the number of working days bid for completion of the work. The award of the contract, if it be awarded, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned. The award, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract. The lowest bid will be determined on the basis of the "Total Basis for Comparison of Bids (A+B)" set forth in the proposal. The contract price for the awarded contract will be the "Total Bid (A)" set forth in the proposal.

Bids in which the number of working days bid for completion of the work exceed 285 will be considered non-responsive and will be rejected.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Department so that it is received within **10** days, not including Saturdays, Sundays and legal holidays, 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 "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 and contract bonds. 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

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

A working day as defined in Section 8-1.06 is re-defined for this project. Paragraph 2 through paragraph 5, inclusive, of Section 8-1.06 shall not apply. Saturdays, Sundays and legal holidays, including days of inclement weather, will be counted as working days.

The work shall be diligently prosecuted to completion before the expiration of **the NUMBER OF WORKING DAYS BID** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$ 200,000 per day, for each and every calendar day's delay in finishing the work after expiration of the number of working days bid, if no further lane or shoulder closures are required to complete the work.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in conformance with "Progress Schedule (Critical Path Method)" of these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 WORKING DRAWINGS

Working drawings shall conform to the requirements in Section 5-1.02 "Plans and Working Drawings," of the Standard Specifications and these special provisions. Working drawings shall include supplements and calculations that are in addition to drawings.

Working drawings shall be submitted to the following location:

Office of the Resident Engineer, Contract 04-0120C4
280 Beale Street,
San Francisco, CA 94105

Working drawings shall conform to the following:

- A. For initial review, 6 sets of the working drawings shall be submitted. After the Engineer has determined that a submittal is complete, 12 additional sets shall be submitted.
- B. Drawings shall be 559 mm x 864 mm or 279 mm x 432 mm in size. Supplements and calculations shall be 216 mm x 280 mm (8.5 inches x 11 inches) in size.
- C. For drawings, text size shall be nominally 2.8 mm high, minimum. For supplement and calculations, font size shall be 12, minimum.
- D. Each working drawing sheet and each page of supplement or calculation shall include the jobsite name of the structure as shown on the contract plans, District-County-Route-Kilometer Post, bridge number and contract number.
- E. Text and details shall be legible and suitable for photocopying and reduction.

- F. In addition to the paper copies of the working drawings, electronic files shall be submitted. Electronic files shall be portable document format (PDF) and shall be submitted on compact disk (CD) media. Each plan sheet shall be a separate PDF file on the CD. The electronic copy of the calculations and supplement shall be made into separate PDF files so that no more than 50 pages are included in a single file on the CD. The CD shall contain an index consisting of the file names and a description of the corresponding file contents. The files shall be listed in the sequence of: 1) index, 2) drawings, 3) supplement, and 4) calculations. If more than one CD is used for a given working drawing submittal, the index shall be included on each CD.
- G. Microfilms are required for approved shop drawings and shall be only a 24x reduction. The edge of the corrected original tracing image shall be clearly visible and visually parallel with the edges of the page. A clear, legible symbol shall be provided on the upper left side of each page to show the amount of reduction, and a horizontal and vertical scale shall be provided on each reduced print to facilitate enlargement to original scale.
- H. At the completion of the contract, one compiled set of all approved working drawings (in electronic form and including all corrections and revisions) shall be furnished to the Engineer. The index shall be the first file on the CD.
- I. At the completion of the contract, one set of reduced prints on 75-g/m² (minimum) bond paper, 279 mm x 432 mm in size, of the corrected original tracings of all approved working drawings, including all corrections and revisions shall be furnished to the Engineer. Reduced prints that are common to more than one structure shall be submitted for each structure. An index prepared specifically for the drawings for each structure containing sheet numbers and titles shall be included on the first reduced print in the set for each structure. Reduced prints for each structure shall be arranged in the order of drawing numbers shown in the index.

Working drawings shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California. When independently checked calculations are required, these calculations shall be stamped and signed by another engineer who is registered as a Civil Engineer in the State of California.

Working drawings shall be submitted sufficiently in advance of the start of the affected work to allow time for review by the Engineer and correction by the Contractor of the drawings without delaying the work. The time shall be proportional to the complexity of the work, but in no case shall the time be less than the review time as specified for the type of working drawings as required elsewhere in these special provisions.

The Engineer will review a working drawing submittal for completeness. Within three working days of the receipt of the submittal by the Engineer, the Engineer will notify the Contractor in writing if the submittal is determined to be complete or incomplete. If the submittal is determined to be complete, the review period shall begin on that day. If the submittal is determined to be incomplete, it will be returned to the Contractor for resubmittal.

Should the Engineer fail to review the complete working drawing submittal within the time specified, and the Contractor's controlling operation on the critical path is delayed (as determined by the Engineer) by the Engineer's failure to review within the time specified, an extension of time will be granted in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

5-1.012 DIFFERING SITE CONDITIONS

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data

to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.013 LINES AND GRADES

Attention is directed to Section 5-1.07, "Lines and Grades," of the Standard Specifications.

Stakes or marks will be set by the Engineer in conformance with the requirements in Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean Division of Engineering Services - Materials Engineering and Testing Services and Division of Engineering Services - Geotechnical Services of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean Division of Engineering Services - Materials Engineering and Testing Services and Division of Engineering Services - Geotechnical Services, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.017 CONTRACT BONDS

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

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

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 \$5000 or more.

5-1.022 PAYMENT OF WITHHELD FUNDS

Payment of withheld funds shall conform to Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications and these special provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

5-1.03 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.

5-1.031 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the District claim position letter, the board of review designated by the District Director to review claims that remain in dispute will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement. Attendance by the Contractor at the board of review meeting shall be mandatory.

If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting. Attendance by the Contractor at the District Director's board of review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the District claim position letter, or to attend the District Director's board of review meeting shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall be a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

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 3.6 m 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 0.3-m deep.
 - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m 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 1:4 (vertical:horizontal).
 - 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 3.6 m 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 4.6 m 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 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

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) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m 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 3 m 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.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

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 listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. 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. 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 records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

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 for which DBE participation will be claimed. 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 DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, 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.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

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>.

The first sentence in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications shall not apply.

The Contractor shall perform with the Contractor's own organization contract work amounting to not less than 30 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. 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.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

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 six categories of costs of work during the life of the contract:

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

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

The cost accounting records 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.

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship is to maintain a cooperative communication and to mutually resolve conflicts at the lowest responsible management level.

The Contractor may request the formation of a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering Workshop," selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties. If agreed to by the parties, additional "Partnering Workshops" will be conducted as needed throughout the life of the contract.

A one-day "Training in Partnering Concepts" session will be conducted regardless of whether the Contractor requests the formation of a "Partnering" relationship. The "Training in Partnering Concepts" session will be conducted locally for the Contractor's and the Engineer's project representatives. The Contractor shall be represented by a minimum of 2 representatives, one being the Contractor's authorized representative pursuant to Section 5-1.06, "Superintendence," of the Standard Specifications. Scheduling of the "Training in Partnering Concepts" session and selection of the trainer and training site shall be determined cooperatively by the Contractor and the Engineer. Further, a one-day "Community Partnering Workshop" session to address issues of concern to the communities of Oakland and San Francisco and the City of Oakland and City and County of San Francisco will be conducted for the Contractor's representative, listed Subcontractors and the Engineer's project representatives. The Contractor shall be represented by a minimum of 2 representatives, one being the Contractor's authorized representative pursuant to Section 5-1.06, "Superintendence" of the Standard Specifications. If, upon the Contractor's request, "Partnering" is approved by the Engineer, the "Training in Partnering Concepts" session and "Community Partnering Workshop" shall be conducted prior to the initial "Partnering Workshop."

The costs involved in providing the "Training in Partnering Concepts" and "Community Partnering Workshop," the trainer and training site will be borne entirely by the State. The costs will be determined in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor the sum of that cost, except no markups will be allowed. The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with "Training in Partnering Concepts" and "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.114 VALUE ANALYSIS

The Contractor may submit to the Engineer, in writing, a request for a "Value Analysis" workshop. The purpose for having a workshop is to identify value enhancing opportunities and to consider modifications to the plans and specifications that will reduce either the total cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of the project including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the travelling public, desired appearance, or design and safety standards.

To maximize the potential benefits of a workshop, the request should be submitted to the Engineer early in the project after approval of the contract. If the Contractor's request for a "Value Analysis" workshop is approved by the Engineer, scheduling of a workshop, selecting the facilitator and workshop site, and other administrative details shall be determined cooperatively by the Contractor and the Engineer.

The workshop shall be conducted in conformance with the methodology described in the Department's "Value Analysis Team Guide" available at the Department's web site at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator shall be a Certified Value Specialist (CVS) as recognized by the Society of American Value Engineers (SAVE) International, which may be contacted as follows:

SAVE International, 60 Revere Drive, Northbrook, IL 60062
Telephone 1-847-480-1730, FAX 1-847-480-9282

The Contractor may submit recommendations resulting from a "Value Analysis" workshop for approval by the Engineer as cost reduction incentive proposals in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The costs involved in providing the "Value Analysis" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Value Analysis" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with the "Value Analysis" workshop will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.12 DISPUTE REVIEW BOARD

General.--To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this special provision shall be a conditional precedent to filing a claim, filing for arbitration or filing for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished reports. No dispute meetings shall take place within the 14 days prior to contract acceptance. After acceptance of the contract, disputes or potential claims that the Contractor wants to pursue that have not been settled in accordance with these provisions, shall be stated or restated, by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the completion of the State's administrative claims procedure, the Contractor may file for arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier claims not actionable against the State as specified in these special provisions. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

Selection Process, Disclosure and Appointments.--The DRB shall consist of one member selected by the State, one member selected by the Contractor, and a third member selected by the first two members and approved by both the State and the Contractor. The third member shall act as DRB Chairperson.

The first two DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB;
- B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State;
- C. Service as a member of other Dispute Review Boards on other contracts;
- D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party; and

- E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

DRB members shall be especially knowledgeable in segmental cantilevered cast-in-place bridge construction and the type of construction and contract documents potentially anticipated by the contract. The members shall discharge their responsibilities impartially and as an independent body considering the facts and circumstances related to the matters under consideration, applicable laws and regulations, and the pertinent provisions of the contract.

The State and the Contractor shall select their respective DRB members, in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB member along with the prospective member's written disclosure statement.

Before their appointments are final, the first two prospective DRB members shall submit complete disclosure statements to both the State and the Contractor. The statement shall include a resume of the prospective member's experience, together with a declaration describing past, present, and anticipated or planned future relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including, but not limited to, relevant subcontractors or suppliers to the parties, the parties' principals or the parties' counsel. The DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the parties to the contract. Objections to nominees must be based on specific breach or violation of nominee responsibilities under this specification. Either the Contractor or the State may one time object to the others nominee and that person will not be selected for the DRB. No reason need be given for the this objection. A different person shall then be nominated within 14 Days. The third DRB member shall supply a full disclosure statement to the first two DRB members and to the parties prior to appointment. Either party may reject any of the three prospective DRB members who fail to fully comply at all times with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and herein. A copy of the Dispute Review Board Agreement is included in this special provision.

The first duty of the State and Contractor selected members of the DRB is to select and recommend prospective third member(s) to the parties for final selection and approval. The first two DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 14 days of the notification.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 14 days of receipt of the recommendation of the first two DRB members, or if the first 2 members are unable to agree upon a recommendation within the 14 day time limit allowed in the preceding paragraph. In the event of an impasse in selection of the third DRB member, the State and the Contractor shall each propose three candidates for the third position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first two DRB members shall then select one of the six proposed candidates in a blind draw.

The Contractor, the State, and the three members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 14 days of the parties' concurrence in the selection of the third member. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute contract change orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

Compensation.--The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$125.00 per hour. The agreed amount of \$125.00 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special

provisions and the Dispute Review Board Agreement state the provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for its share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses.

Replacement.--Service of a DRB member may be terminated at any time with not less than 14 days notice as follows:

- A. The State may terminate service of the State appointed member;
- B. The Contractor may terminate service of the Contractor appointed member;
- C. Upon the written recommendation of the State and Contractor members for the removal of the third member;
- D. Upon resignation of a member; and
- E. Either party may terminate service of any member who fails to:
 - 1. full comply at all times with all required employment and financial disclosure conditions of DRB membership; and
 - 2. perform services, as described in the Dispute Review Board Agreement and these provisions.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 14 days. Changes in either of the DRB members chosen by the two parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

Operation.--The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications, including provision of applicable cost documentation; or file written protests or notices pursuant to Section 4-1.03A, "Procedure and Protest," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications;
- B. The Engineer will respond, in writing, to the Contractor's written protest or notice within 14 days of receipt of the written protest or notice;
- C. Within 14 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection;
- D. Following the Contractor's objection to the Engineer's decision, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written reply from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion;
- E. The Contractor, by failing to submit the written notice of referral to the DRB, within 21 days after receipt of the State's written reply, waives future claims on the matter in contention;
- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 14 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein;
- G. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 90 days after receipt of the written referral. The DRB shall determine the time and location of the DRB meeting, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues;

- H. There shall be no attendance by, or participation of, lawyers at meetings;
- I. There shall be no participation of persons who are not directly involved in the contract and/or do not have direct knowledge of the dispute, including but not limited to consultants, except for expert testimony allowed at the discretion of the DRB;
- J. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, applicable laws and regulations, the pertinent provisions of the Contract and the actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation;
- K. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received by both parties, the DRB will provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB will consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests;
- L. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation;
- M. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation;
- N. The State or the Contractor shall not call members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it;
- O. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB; and
- P. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

DISPUTES INVOLVING SUBCONTRACTOR CLAIMS

For purposes of this section, a "subcontractor claim" shall include any claim by a subcontractor (including also any pass through claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

- A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor claim or claims;
- B. The Contractor shall include, as part of its submission pursuant to Step 4 above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor claim. The Contractor shall submit a certification that the subcontractor claim is acknowledged and forwarded by the Contractor. The form for these certifications are available from the Engineer;
- C. At any DRB meeting on a dispute that includes one or more subcontractor claims, the Contractor shall require that each subcontractor that is involved in the dispute have present an authorized representative with actual knowledge

- of the facts underlying the subcontractor claim to assist in presenting the subcontractor claim and to answer questions raised by the DRB members or the Department's representatives;
- D. Failure by the Contractor to declare a subcontractor claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through claims) at the time of submission of the Contractor's claims, as provided hereunder, shall constitute a release of the Department by the Contractor on account of such subcontractor claim;
 - E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier;
 - 1. agree to submit subcontractor claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications;
 - 2. agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor claims;
 - 3. agree that, to the extent a subcontractor claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and
 - 4. agree that the existence of a dispute resolution process for disputes involving subcontractor claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor claims between the subcontractor(s) or supplier(s) and the Contractor that is not actionable by the Contractor against the Department.

A copy of the "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract follows:

Form 6202 Rev (01-05-98)

DISPUTE REVIEW BOARD AGREEMENT

(Contract Identification)

Contract No. _____

THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," _____ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

_____,
(Contractor Appointee)

_____,
(State Appointee)

and _____
(Third Person)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

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

SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute which is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on the pertinent contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute hearings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 6 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.

3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and claims.

The STATE's representative will prepare minutes of all regular meetings and circulate them for revision and approval by all concerned.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The DRB shall determine the time and location of DRB hearings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. If the matter is not urgent, it may be scheduled for the time of the next scheduled DRB visit to the project. For an urgent matter, and upon the request of either party, the DRB shall meet at its earliest convenience.

Normally, hearings shall be conducted at or near the project site. However, any location which would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these hearings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the hearing begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB hearings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute hearings and all other DRB activities. The parties shall have a representative at all hearings. Failure to attend a duly noticed meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members may ask questions, seek clarification, or request further data from either of the parties. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. Claims shall not necessarily be computed by merely subtracting bid price from the total cost of the affected work. However, if claims are based on the "total cost method," then, to be considered by the DRB, they shall be supported by evidence furnished by the CONTRACTOR that (1) the nature of the dispute(s) makes it impossible or impracticable to determine costs with a reasonable degree of accuracy, (2) the CONTRACTOR's bid estimate was realistic, (3) the CONTRACTOR's actual costs were reasonable, and (4) the CONTRACTOR was not responsible for the added expenses. As to claims based on the CONTRACTOR's field or home office accounting records, those claims shall be supported by an audit report of an independent Certified Public Accountant unless the contract includes special provisions that provide for an alternative method to calculate unabsorbed home office overhead. Any of those claims shall also be subject to audit by the DRB with the concurrence of the parties. In large or complex cases, additional hearings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute hearings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After hearings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB chairman shall complete and furnish a summary report to the DRB Program Manager, Construction Program, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully-informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 14 days. This AGREEMENT will be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents which are or may become necessary for the DRB to perform their function. Pertinent documents are drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

The STATE will furnish to each DRB member one copy of Notice to Contractors and Special Provisions, Proposal and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

B. COORDINATION AND SERVICES

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

SECTION V TIME FOR BEGINNING AND COMPLETION

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of \$600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100 per hour. The agreed amount of \$100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

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

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

C. INSPECTION OF COSTS RECORDS

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VII ASSIGNMENT OF TASKS OF WORK

The DRB members shall not assign the work of this AGREEMENT.

SECTION VIII TERMINATION OF AGREEMENT, THE DRB, AND DRB MEMBERS

DRB members may resign from the DRB by providing not less than 14 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power, in conformance with the terms of the contract.

SECTION IX LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

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

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

SECTION X CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be

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

SECTION XI DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

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

SECTION XIII FEDERAL REVIEW AND REQUIREMENTS

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

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

SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE

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

DRB MEMBER

DRB MEMBER

By: _____

By: _____

Title: _____

Title : _____

DRB MEMBER

By : _____

Title : _____

CONTRACTOR

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

5-1.13 INTEGRATED SHOP DRAWINGS

Difficult construction is anticipated at the Pier W2 that is highly congested with reinforcing steel, high strength prestressing rods, cable tie-down anchorage, steel pipe, anchor bolts, and other concrete embedded items as shown on the plans. The Contractor shall develop three-dimensional integrated shop drawings (ISD's) for the Pier W2 including columns, footings, and retaining walls in accordance with the details shown on the plans and the requirements of this section. ISD's

shall conform to Section "Working Drawings," of these special provisions. ISD's shall be of sufficient detail to demonstrate compatibility of the embedded items within the concrete.

Embedded items that are to be shown on the ISD's shall include, but are not limited to, the following:

- A. Cable tie-down anchorage including all components as shown on the plans
- B. Grout vents
- C. Anchorage reinforcement and hardware
- D. Bar reinforcing steel and splices including lap, welded, and mechanical splices
- E. Anchor bolts
- F. Anchor bolt plates
- G. High strength prestressing rods
- H. Cable tie-down pipe sleeves
- I. Drainage pipes
- J. Utility conduits and openings
- K. Inserts, bolt sleeves and studs
- L. Other items, as shown on the plans

The Contractor shall use the ISD's to eliminate interference between the planned positions of embedded items and to satisfy the concrete cover shown on the plans. The Contractor shall utilize commercially available software that checks for interference in three dimensions. Prior to acquiring the software, the Contractor shall submit to the Engineer the product name and application features of the software for review and approval. The software shall be compatible with the computer-aided drafting (CAD) software used to develop the ISD's. Bar reinforcement shall be shown with deformed diameters. The Contractor shall develop CAD files using different layers for each type of embedded item such that the sequence of construction of the member or area being detailed can be shown.

When conflicts are identified, the Contractor shall propose changes to the embedded items in the ISD's to resolve the conflict. The Engineer will shall approve any changes to from the contract plans necessary to eliminate conflicts in the ISD's, before work on the affected item is started. The Contractor's attention is directed to the requirements regarding allowable changes to the contract plans elsewhere in these special provisions.

If a conflict is identified, the Contractor shall document the conflict and propose changes to the embedded items in the ISD's to resolve the conflict. The Contractor's proposed changes in the ISD's shall comply with the following sequence of item adjustments:

- A. Non structural embedded items.
- B. Bar reinforcing steel.
- C. Steel pipes.

If a conflict requires bar reinforcement be adjusted, the Contractor may proceed with performing reinforcing steel adjustments in the ISD's prior to submitting the changes to the Engineer. The Contractor shall consider the following measures in the order prescribed to resolve interference issues during the preparation of the ISD's:

- A. Adjust reinforcement.
- B. Use bundle bars.
- C. Relocate splices.
- D. Change reinforcement size and number. Reduction of the total reinforcement area will not be permitted.
- E. Change reinforcement shape.
- F. Move embedded conduits/inserts.

The ISD's to be submitted to the Engineer shall include the following:

- A. Three sets of the ISD's corresponding to the details as shown on the plans without any modifications. These ISD's shall indicate all conflicts including locations of the conflicts and items involved in the conflicts.
- B. Two complete lists of conflicts with descriptions and the Contractor's proposed modifications for each conflict. If more than one measure is possible for resolving the conflict, the Contractor shall document each of the alternative measures.
- C. Three sets of the ISD's corresponding to the details as shown on the plans with incorporation of the Contractor's proposed modifications. These ISD's shall indicate that all previous identified conflicts have been resolved and concrete cover requirements as shown on the plans are met.

- D. ISD's shall be 559 mm x 864 mm in size and shall use colored ink to differentiate each type of embedded items. For each portion of the structure, ISD's shall include a minimum of six isometric views. Any two isometric views shall be 90 degrees apart.
- E. Two copies of the ISD's in electronic form on compact discs or tape for use by the Engineer.

Submittal of isometric drawings made from ISD's shall in no way relieve the Contractor from any other working drawing submittal required by these special provisions or the Standard Specifications.

CAD files of the contract drawings will not be made available to the Contractor.

After complete ISD's are received by the Engineer, the Contractor shall allow the Engineer 20 working days for review and approval. For modifications that are not approved by the Engineer, the Contractor shall propose alternative modifications and resubmit the ISD's as specified in this section. For each revised ISD's submitted by the Contractor, the Contractor shall allow the Engineer an additional 5 working days for review and approval. Assembly of the mock-up represented by the ISD's and construction of Pier W2 footings, columns, and retaining walls shall not begin until the Engineer reviews and approves the complete ISD's with all conflicts resolved.

No extension of time will be permitted for the Contractor's failure to complete the ISD'S as required by these special provisions.

Full compensation for preparing ISD's, including all revisions necessary due to conflict resolution measures taken by the Contractor, shall be considered as included in the contract prices paid for the various items of work shown in the Engineer's Estimate and no additional compensation will be allowed therefor.

5-1.14 PROJECT INFORMATION

The data and information furnished or referred to below is for the bidders' or contractors' information, and is available on CD ROM or through the internet websites shown. The data and 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 may request data and information in conformance with the procedures available at the office of the district for which the work is situated and at the Transportation Laboratory.

INFORMATION HANDOUT

Structure Materials Information

Data and information shown in the Materials Information are:

- A. Project specific design criteria "Design Criteria, San Francisco-Oakland Bay Bridge East Span Seismic Safety Project, Self Anchored Suspension Bridge, dated July 15, 2002 by T. Y. Lin International/Moffatt & Nichol Engineers, a Joint Venture"
- B. Foundation Recommendations
- C. Construction Technology Laboratories, Inc. (XL) report "Recommendations on Specifications and Constructability of the Mass Concrete Structural Elements of the San Francisco Oakland Bay Bridge" (Dated February 14, 2000)
- D. US Army Corps of Engineers Method CRD-C39-81, "Test Method for Coefficient of Linear Thermal Expansion of Concrete" (www.wes.army.mil/SL/MTC/handbook/crd_c39.pdf)
- E. Notification of California Department of Transportation Qualification Requirement for Ultrasonic Testing Personnel
- F. British Standard 4486, "Specification for Hot rolled and hot rolled and processed high tensile alloy steel bars for the prestressing of concrete"
(<http://bsonline.techindex.co.uk/BSI2/Dir1/SitePage.asp?LS=&PgID=0000&LR=&LD=&Src=&Dest=&Last=&SessID=2F1BNRVVWW4J8L0WK48GE0G76FBEDSL3&MSCSID=&ErrID=&SessStat=&Parent=&Child=&PCount=0&LogStat=&URLData=>)

Geotechnical Materials Information

Data and information shown in the Materials Information are:

- A. Pile Installation Demonstration Project (PIDP) Geotechnical Report: Main Text & Appendices
- B. Ground Motion Report: Main Text and Appendices
- C. Final Marine Geophysical Survey Report:
Volume 1-2, Main Text and Appendices

- D. Final Marine Geotechnical Site Characterization Report:
Volume-1, Main Text and Illustrations. Volume-2A through Volume-2H
- E. Phase-I Subcontractor Reports:
Volume-1 through Volume-4
- F. Phase-II Subcontractor Reports:
Volume-1 through Volume-3
- G. Final Yerba Buena Island Geotechnical Site Characterization Report:
Volume-1, Main Text, Volume-2 through 4
- H. Final Geotechnical Foundation Report for the Yerba Buena Island Approach and Main Span
- I. Blasting Demonstration Report

District Materials Information

Items shown in the Materials Information are:

- A. Regulation, Permits, agreement, consultation letter, or Biological Opinion:
 - 1- California Department of Fish and Game, Copies of the permit
 - 2- California Regional Water Quality Control Board, Copies of the Order and the Waste Discharge Requirements
 - 3- United States Army Corps of Engineers, Copies of the permit
 - 4- San Francisco Bay Conservation Development Commission, Copies of the permit
 - 5- United States Coast Guard, a USCG Bridge Permit
 - 6- United States Fish and Wildlife Service, Copies of the Biological Opinion
 - 7- Memorandum of Agreement between the United States Coast Guard and the State of California, Department of Transportation Regarding the New Eastern Span of the San Francisco–Oakland Bay Bridge.
- B. Archaeological Survey Reports
- C. Underwater Debris
- D. SFOBB East Span Survey Info
- E. Private Aid to Navigation Sample Form
- F. Geotechnical & Material Report for YBI
- H. Project Special Forms 100 through 400

Items available for inspection, upon written request, at the office of the Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone (510) 286-5209 are as follows:

- A. Final Environmental Impact Statement/California Environmental Quality Act (CEQA) Statutory Exemption and Record of Decision;
- B. BCDC Permit Application and permit;
- C. Application for Water Quality Certification from the RWQCB;
- D. RWQCB 401 Certification;
- E. Waste Discharge Requirements from the RWQCB;
- F. ACOE 404 Permit Application and Permit;
- G. USCG Permit Application and Permit;
- H. Caltrans letters to the Dredged Material Management Office with draft disposal plan;
- I. USFWS Biological Opinion for brown pelicans and least terns;
- J. CDFG 2081 Incidental Take Statement;
- K. Soil samples and rock cores

5-1.15 TIDAL CONDITIONS AND ELEVATION DATUM

Attention is directed to Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Tidal conditions may present significant problems in constructing the work as depicted in the contract plans. Tidal fluctuations may be severe and different from those shown in published tidal and current data due to differences in datum, winter runoff and other causes. Strong currents exist over portions of the project site. Limited time periods of slack water may restrict diving and other underwater activities.

The Contractor is responsible for being knowledgeable of such tidal difficulties, and no payment will be made by the State for any costs incurred by the Contractor in connection with the variations in actual tidal or current conditions during the course of this contract. Any reference to Mean Higher High and Mean Lower Low tides shall be understood to be an estimate used for permit purposes, actual mean tide data shall be determined by the Contractor.

All vertical control data are based on the National Geodetic Vertical Datum NGVD of 1929.

5-1.16 COST REDUCTION INCENTIVE PROPOSALS

Cost Reduction Incentive Proposals (CRIP) shall conform to the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications and these special provisions.

Attention is directed to "Description of Bridge Work" of these special provisions for the description of basic design of the bridge.

The sixth paragraph of Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications shall not apply.

The Contractor shall reimburse the Department's costs for investigating and reviewing a CRIP including the preliminary concept of a CRIP regardless whether it is approved or rejected. The Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the Department to deduct amounts payable to the Department from any moneys due or that may become due to the Contractor under the contract.

No proposals will be permitted in the following:

- A. Structure Type
- B. Pile Dimensions and Layout
- C. Footing Type and Dimensions
- D. Specified Pile Tip Elevations
- E. Welding Requirements and Procedures
- F. Steel and Concrete Color

The Contractor shall submit the preliminary concept of proposed CRIP in writing to the Engineer for approval prior to proceeding with the complete CRIP. After submitting the preliminary concept of proposed CRIP, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine whether the cost reduction proposal will be considered by the Department. Items of discussion will include permit issues, impact on other projects, impact on the project schedule, traffic considerations, safety and health issues, design criteria, and review times required by the Department and other agencies. Determination by the Engineer that a cost reduction proposal will not be considered further will be deemed rejection of the proposal. The Contractor shall allow 15 working days after the meeting for the Engineer to review the conceptual submittal. Acceptance of a conceptual submittal in no way constitutes approval nor guarantees future approval of the Contractor's CRIP.

If the proposed CRIP affects the seismic performance of the structure, as determined by the Engineer, the Contractor shall present the CRIP proposal to the Seismic Safety Peer Review Panel (SSPRP). It is anticipated that this presentation to the SSPRP will require a 2-month notice and 6 meetings (occurring once a month). The meeting location(s) will be in California, and the meeting location and schedule will be determined by the SSPRP. The Engineer will not further consider said CRIP unless it is approved by the SSPRP. The Contractor's cost of preparing the SSPRP presentation and attending the SSPRP meetings and the Department's costs of investigating said proposal, presentation, meeting attendance, and compensation to the SSPRP, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated new savings in construction costs.

No extension of time and no delay will be granted for the development, submittal, investigation, and review of CRIPs.

5-1.17 ELECTRONIC DAILY EXTRA WORK REPORT

Attention is directed to Sections 5-1.10, "Equipment and Plants," 7-1.01A(3), "Payroll Records," 9-1.03C, "Records," and 9-1.06, "Partial Payments," of the Standard Specifications and these special provisions.

Daily extra work reports shall be furnished to the Engineer using the Department's electronic extra work billing system. The reports shall conform to the requirements set forth in the "Extra Work Billing System User's Guide." The Guide is available from the Department, and is also found on the Internet at

http://www.dot.ca.gov/hq/construc/EWB_INSTRUCTION.pdf. The Department will provide electronic extra work billing system accounts to the Contractor's representatives only after they have received training. The Department will provide system training to the Contractor's authorized representatives within 30 days of the Contractor's request for training.

An account, user identification assigned by the Department, and password used by the Contractor's representative are deemed to meet the requirement in Section 9-1.03C of the Standard Specifications that daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative.

Daily extra work reports that include materials shall be substantiated by a valid copy of a vendor's invoice as required in Section 9-1.03C, "Records," of the Standard Specifications. Each invoice shall clearly identify the applicable electronic extra work report and the cost of the materials. In addition to postal service and parcel service, invoices may be sent by FAX or as an electronic-mail attachment, if approved by the Engineer.

The Engineer will compare the Engineer's records with the completed electronic daily extra work report. The Engineer will reject a report that has an error that affects payment, and will indicate the necessary adjustments the Contractor must make prior to sending a corrected electronic extra work report. A daily extra work report that the Contractor's representative sends to the Department using the electronic extra work billing system will be deemed to be signed by the Contractor. A daily extra work report that the Engineer approves using the electronic extra work billing system will be deemed to be signed by the Engineer.

Electronic submittals submitted by the file transfer process shall conform to the Department's specified format. The Contractor is responsible for maintaining the required data file format and requirements in the file transfer process. The Contractor is responsible for maintaining and operating the Contractor's interface with the Department's electronic extra work billing system.

Full compensation for furnishing daily extra work reports using the Department's electronic extra work billing system shall be considered as included in the various contract items involved and no separate payment will be made therefor.

5-1.18 AREAS FOR CONTRACTOR'S USE

Attention is directed to the requirements specified 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 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. The State shall not be held liable for damage to or loss of materials or equipment located within these areas.

Toll plaza parking lots shall not be used for the Contractor's employees private vehicles and the Contractor's equipment and vehicles.

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

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

5-1.19 UTILITIES

The Contractor shall make arrangements to obtain electrical power, water or compressed air or other utilities required for the Contractor's operations and shall make and maintain the necessary service connections at the Contractor's own expense.

5-1.20 SANITARY PROVISIONS

State sanitary facilities will not be available for use by the Contractor's employees.

5-1.21 BRIDGE TOLLS

Toll-free passage on the San Francisco-Oakland Bay Bridge will be granted only for cars, trucks and special construction equipment which are clearly marked on the exterior with the Contractor's identification and which are being operated by the Contractor exclusively for the project, and which are used for the purpose of transporting materials and workers directly to and from the project site.

The Contractor shall make application to the Engineer in advance for toll-free passage. The Contractor will be held accountable for the proper use of passes issued, and upon completion of the work, shall return unused passes to the Engineer.

Attention is directed to Section 23302, "Evasion of Toll," of the Vehicle Code.

5-1.22 ACCESS TO PROJECT SITE

Prospective bidders may make arrangements to visit the project site by contacting the Duty Senior, District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, at telephone (510) 286-5209.

5-1.23 PERMITS AND LICENSES

Attention is directed to Section 7-1.04, "Permits and Licenses," of the Standard Specifications and these special provisions.

The Department has obtained the following permits for this project:

- A. California Regional Water Quality Control Board (RWQCB)
- B. U.S. Army Corps of Engineers (ACOE)
- C. San Francisco Bay Conservation Development Commission (BCDC)
- D. United States Coast Guard (USCG)
- E. California Department of Fish and Game (CDFG)

Copies of these permits can be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone (916) 654-4490 or are available for inspection at the office of the Duty Senior, District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

A CD with the RWQCB, ACOE, BCDC, USCG and the CDFG permits has been made part of the information handout that is available to the Contractor.

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

5-1.24 FORCE ACCOUNT PAYMENT

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," in the Standard Specifications, shall not apply.

Attention is directed to "Time-Related Overhead" of these special provisions.

To the total of the direct costs for work performed on a force account basis, computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added the following markups:

Cost	Percent Markup
Labor	28
Materials	10
Equipment Rental	10

The above markups shall be applied to work performed on a force account basis, regardless of whether the work revises the current contract completion date.

The above markups, together with payments made for time-related overhead pursuant to "Time-Related Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in conformance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor.

Full compensation for overhead costs for work performed on a force account basis, and for which no adjustment is made to the lump sum price bid for time-related overhead conforming to the provisions in "Time-Related Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The

additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

5-1.25 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.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

A. Clearing and Grubbing	\$30,000
B. Electronic Mobile Daily Diary Computer System Data Delivery	\$ 5,198

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

- A. High Strength Prestressing Rod
- B. Bar reinforcing steel
- C. Structural steel
- D. Miscellaneous metal

Plate steel for fabrication of structural steel and fabricated elements for structural steel fabricated and stored within the United States will be eligible for partial payment if the Contractor furnishes evidence satisfactory to the Engineer that its storage is subject to or under the control of the Department and that it has been designated or fabricated specifically for this project and is of such character that is not adaptable to any other use.

5-1.26 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 7:00 p.m. and 7:00 a.m., shall not exceed 78 dbA at a distance of 15 m (50 feet) from the source. Impact-type mechanical operations, such as pile-driving and jack-hammering shall not be conducted between the hours of 7:00 p.m. and 7:00 a.m. At all times, the Contractor shall be responsible for complying with local ordinances regulating noise levels as well as the sound requirements of this section.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

Noise monitoring activities will be conducted by the Department of Transportation. The Contractor shall coordinate with the Department of Transportation monitors and allow them access to noise monitoring locations.

5-1.27 PHOTO IDENTIFICATION SYSTEM

Photo identification system shall consist of photo identification (ID) cards, production equipment and database. The Contractor shall submit a database record of every person contemplated to work on the project, including the employees of the subcontractors, vendor and suppliers.

All employees, including subcontractor, vendors and suppliers, shall have photo ID cards when reporting to work at the jobsite. Photo ID cards shall consist of a visible badge which shall be worn plainly visible at all times and a wallet-size card which shall be available for inspection as required. The front side of the badge shall contain a visible, identifiable photograph with a minimum size of 25 mm x 25 mm, the person's last name, first name, employee ID number, issue date, expiration date and employer logo. Wallet-size cards shall contain the last name, first name, middle initial, issue date, expiration date and issuer signature. Any lost badges or cards shall be immediately reported to the Engineer prior to being replaced. Individuals who do not possess the required photo ID cards shall be removed from the work site immediately at the Engineer's request.

Production equipment shall consist of system software, camera and duplex card printer. Equipment shall have the following standard features or equivalent, as determined by the Engineer:

A. **System Software.**--ID works production software will have the following standard features:

1. Microsoft Windows-compatible operation;
2. Full user audit log;
3. Administrator and user security;
4. BMP, .JPG, .PCX, .PNG, and .PSD image import formats;
5. BMP, .JPG, .PCX, .TGA, .TIF, .WMF image export formats;
6. Full character recognition search (alphabets, numbers) in all fields;
7. Automatic update of database after badge production;
8. Simultaneous batch print of multiple card formats;
9. Software license key;
10. Online Help and reference library; and
11. Documentation, installation, training and Help Desk support.

B. **Camera.**-- The camera used for producing employee ID badges shall be USB digital with the following specifications:

1. Compatible with Windows 98, ME, 2000 Professional;
2. External AC power supply (auto-switch);
3. Operating Environment for humidity of 30%-90% and for temperature of 32-104° F. (0-40°C);
4. Resolutions of 1600 x 1200, 1024 X 768, or 640 x 480 pixels;
5. Lens of 7.1 to 21.3 mm, F/1.8 to F/2.6 (equivalent to 40-120 mm lens on 35 mm camera);
6. Flash range appropriate for a subject 6 meters to 1.8 meters from camera; 6. 8 MB SmartMedia memory card; and
7. CE Mark, FCC Class B and UL approved.

In addition, the camera shall have the following features and components:

1. Datacard Integrated USB Digital Camera Software with controlled Auto-Crop or Manual ~p;
2. USB cable connection to PC;
3. High, Medium and Low resolution (customer selectable);
4. Built-in flash;
5. Automatic focus and exposure;
6. 3x Optical Zoom;
7. 2.11 Megapixel RGB CCD;
8. Country Specific Power Cords;
9. Power adapter (auto switches for the appropriate voltage);
10. Tripod, backdrop, frame and stand;
11. Installation instruction and manuals; and
12. Optional 10 Foot USB Cable.

C. **Duplex Card Printer.**--The duplex card printer shall have the following features and specifications:

1. Windows 95, NT, 98, 2000 2000printer drivers;
2. CD ROM Tutorial;
3. Operator-replaceable printhead;
4. Audio and visual error prompts;
5. Operator messages displayed on PC screen;
6. Automatic card feed;
7. "True" exception card system;
8. Full-color or monochrome imaging;
9. One-step ribbon cartridge replacement;
10. Hands-free card cleaning system;
11. In-line topcoat application;
12. Portable, desktop design;
13. Input hopper holds 100- .030 in. (.76 mm) cards;
14. Output hopper holds 25- .030 in. (.76 mm) cards;

15. One-year depot warranty for printer;
16. One-year printhead warranty -no prorating, no card counting;
17. Continuous-tone, full-color, with alphanumeric text and logos print capability;
18. Background patterns with 300 dots per inch print resolution, In-line ribbon application of single topcoat capability , and dual voltage-auto sensing electrical requirements ;
19. 1 00/120V , 50/60 Hz and 220/240V, 50/60 Hz;
20. Parallel ECP mode or Compatible mode communications;
21. CR80-30 Plastic cards accepted;
21. PVC, with glossy overlamine laminate surface ID cards, 86 mm x 54 mm in size and 0.8 mm in thickness;
22. Resident memory of 2MB; and
23. UL, CSA, FCC Class A (for U.S. and Canada) approved.

A database record shall be furnished to the Engineer at least three days prior to beginning of work. It will be updated for new employees, subcontractors or suppliers daily and submitted weekly to the engineer. This database shall contain the following information:

- A. Caltrans contract number;
- B. Contractor/Subcontractor/Vendor/Supplier ID number;
- C. Employee ID number;
- D. Last name;
- E. First name;
- F. Middle name;
- G. Labor classification;
- H. Date of hire/employment date;
- I. Length of employment;
- J. Issue date; and
- K. Expiration date.

All data shall be delivered to the Engineer electronically, on Microsoft Windows compatible 3 1/2" floppy disks or CD ROM.s. The Contractor shall provide an updated personnel information whenever there is a change or at least five working days after requested by the I Engineer. The file format for all files delivered to the Engineer shall be standard comma delimited c (CSV), plain text files. Characteristics of this type of file are:

- A. All data is in the form of plain ASCII characters;
- B. Each row of data is delimited by a carriage return character: and
- C. Within row, each column (field) of data is delimited by a comma character.

Full compensation for providing photo identification system shall be considered as included in the various items of work involved, and no separate payment will be made therefor.

In addition to photo identification system, access control measures shall be placed as directed by the Engineer. Access control measures will be paid for as extra work as provided for in Section 4-1.03D of the Standard Specifications, and will not be considered a special service as specified in Section 9-1.03D of the Standard Specifications.

5-1.28 ENVIRONMENTAL WORK RESTRICTIONS

The project is located within the jurisdictions of the U.S. Army Corp of Engineers (ACOE), the United States Coast Guard (USCG), the San Francisco Bay Conservation and Development Commission (BCDC), the California Department of Fish and Game (CDFG), the San Francisco Bay Regional Water Control Board (RWQCB), and the U.S. Fish and Wildlife Service (USFWS). The Department of Transportation has entered into agreements with these agencies regarding mitigation for potential impacts this project may have on biological resources and water quality.

The following documents are available for review at the office of the Duty Senior:

- A. Final Environmental Impact Statement/California Environmental Quality Act (CEQA) Statutory Exemption and Record of Decision;
- B. BCDC Permit Application and permit;
- C. Application for Water Quality Certification from the RWQCB;
- D. RWQCB 401 Certification;
- E. Waste Discharge Requirements from the RWQCB;
- F. ACOE 404 Permit Application and Permit;

- G. USCG Permit Application and Permit;
- H. Caltrans letters to the Dredged Material Management Office (DMMO) with draft disposal plan, and responses from DMMO;
- I. USFWS Biological Opinion for brown pelicans and least terns;
- J. CDFG 2081 Incidental Take Statement;

Interested parties should contact the Duty Senior by email at duty_senior_district04@dot.ca.gov or by phone at (510) 286-5209 at least 24 hours in advance to schedule an appointment to view these documents.

A CD with the ACOE, BCDC, RWQCB, CDFG, and the USCG permits has been made part of the information handout that is available to the Contractor.

The Contractor's attention is directed to the existence of environmental work restrictions that require special precautions to be taken by the Contractor to protect the species listed below. It is the Contractor's responsibility to keep informed of all State and Federal Laws.

The Contractor's attention is also directed to the possibility that work operations will reveal paleontological resources. If the Contractor identifies such resources, the Engineer shall be notified and provided the find.

The Contractor shall comply with the California Endangered Species Act and the Federal Migratory Bird Treaty Act, which govern the protection of the American peregrine falcon, double-crested cormorant, western gull, and nesting birds found on Yerba Buena Island as described below. The Department and qualified seabird experts will monitor these birds during the breeding season.

The Contractor shall notify the Engineer immediately if any dead or injured species of concern listed below are encountered.

The provisions in this section shall be made part of every subcontract executed pursuant to this contract.

The Contractor shall fully inform himself of the requirements of these permits, authorizations and agreements as well as all rules, regulations and conditions that may govern his operation in the following species of concern.

SPECIES OF CONCERN

Surveys and monitoring of Pacific herring spawning locations will be conducted by the Department of Transportation. The Engineer will notify the Contractor whenever a spawning event is observed. If construction operations within the open water are within 200 meters (656 feet) of a spawn, the Contractor shall cease the portion of the contract work in this area within 8 hours of notification by the Engineer. Work shall not resume until notified by the Engineer, which is expected to be approximately 14 calendar days from the time of spawning. These restrictions apply from November 15 through March 31 of any year.

AMERICAN PEREGRINE FALCON.--American peregrine falcon movements and behavior will be monitored by USFWS authorized personnel from the Santa Cruz Predatory Bird Research Group during construction between February 1 and July 31 of each year of construction. If American peregrine falcon nesting occurs on the falsework structures, the Contractor shall provide access to the nesting site as directed by the authorized biologist to monitor the nest site and to remove the falcon eggs and chicks.

DOUBLE-CRESTED CORMORANT, WESTERN GULLS, CALIFORNIA LEAST TERN AND CALIFORNIA BROWN PELICAN.--Where double-crested cormorant or western gull nests are present on the falsework structures, the Contractor shall not perform any activity within the nesting area during the breeding season defined as March 15 to August 31 of any year unless the Contractor implements the following:

- A. Remove existing nests from the work areas prior to the breeding season.
- B. Prevent the birds from completing nests in the work area by continually washing off nest material beginning March 1 through July 1.

Surveys and monitoring of the activities of the California least tern and California brown pelicans will be conducted by the State and others. The Contractor shall cooperate with the activities of the State monitors. If, through monitoring, it is determined that construction activities result in a taking of a least tern or brown pelican, the State and USFWS will work together to evaluate methods to eliminate further project-related impacts to these species. The Contractor will be informed of any changes in procedure that may affect their operations and may be entitled to compensation to extent provided under Section 8-1.09, "Right of Way Delays," of the Standard Specifications if operations are delayed.

BLACK-CROWNED NIGHT HERON, ALLEN'S HUMMINGBIRD, WHITE-TAILED KITE, BANK SWALLOW, AND BEWICK'S WREN.--Surveys and monitoring of the activities of these bird species will be conducted by the State and others. The Contractor shall cooperate with the activities of the State monitors. Upon results of the surveying and monitoring, the Engineer will notify the Contractor when removal of vegetation and trees on YBI can occur. Contractor may be entitled to some compensation to extent provided under Section 8-1.09, "Right of Way Delays," of the Standard Specifications if their operations are delayed.

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

5-1.29 ENVIRONMENTALLY SENSITIVE AREAS (GENERAL)

Attention is directed to the eight designated Environmentally Sensitive Areas (ESA), shown on the plans:

- A. ESA 1, Archaeological Environmentally Sensitive Areas
- B- EAS 2, including the Senior Officers' Quarters Historic District and ground, Quarters 8 and ground, and Building No. 262 and ground.
- C. ESA 3, Quarters 10 and ground.
- D. ESA 4, Building No. 267 and ground.
- E. ESA 5, Vegetation, Environmentally Sensitive Areas, including Specific plants and trees, Holly trees, and Live Oak and Pittosporum trees
- F. ESA 6, at Pier W2 west
- G. ESA 7, Tidal wetlands and eelgrass beds, located on the north sides of YBI
- H. ESA 8, Eelgrass beds, located on the south sides of YBI

Land based ESA-6 boundaries, the exact location of the boundaries will be established by the Engineer. The Contractor shall establish land based ESA-6 boundaries in the field with Temporary Fence (Type ESA) and Temporary Fence (Type WM 1.8), as shown on the plans, and as directed by the Engineer, prior to the start of any construction activities.

Water-based ESA boundaries will be marked with USCG-approved buoys, and will be established by others. No construction activities in-water within 200 meters (656 feet) of the ESA boundaries shall be allowed until the high visibility USCG-approved delineators have been installed.

Within the boundaries of landbased ESAs 1 through 6, and water-based ESAs 7 and 8, no project related activities shall take place, without the written approval from the Engineer. This specifically prohibits vehicle and barge access, storage or transport of any materials, including hydrocarbon and lead contaminated material, or any other project related activities. The Contractor shall take such measures, including the posting of written notices to his employees and subcontractors, to ensure that ESAs are not entered or disturbed.

Attention is directed to Archaeological ESA-1 of these special provisions. The Contractor shall comply with the following requirements:

ARCHAEOLOGICAL ESA 1

Resource Regulations and Mandates

In compliance with Section 106 of the National Historic Preservation Act of 1966, any archaeological resource discovered during construction activities must be evaluated by the Department of Transportation Archaeologist.

The California Public Resources Code (PRC) Sections 5097.00 and 5097.98 require protection of Native American remains which might be discovered and outlines procedures for handling any burials found. The California PRC Section 5097.9 and Health and Safety Code Section 7050 require coordination with the Native American Heritage Commission.

Under California PRC, Chapter 1.7, Section 5097.5, it is a misdemeanor charge for anyone to knowingly disturb a historical feature or steal an archaeological resource. The California Administrative Code, Title 14, Section 4307, mandates that no person shall disfigure any object of historical interest or value. Under California Penal Code, Title 14, Part 1, Section 622-1.2, it is a misdemeanor to destroy anything of historical value within any public place.

All archaeological resources located on Department of Transportation property are property of the State of California. All archaeological resources located on Federal property are property of the Federal government and are governed by federal environmental laws, such as, but not limited to, the Antiquities Act of 1906, the Archaeological Resources Protection Act, and the Native American Graves Protection and Repatriation Act.

Construction

No construction activities involving asphalt removal or earth disturbance and/or removal shall be allowed within the ESA 1 as shown on the plans. All other construction activities are permissible within this ESA, such as heavy equipment movement and storage and stock piling.

In the event that archaeological resources are discovered, within the contract limits, and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of such discoveries, the Department of Transportation will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

Should human skeletal material or other archaeological finds be uncovered, within the contract limits, the Contractor shall immediately notify the Engineer, and the Contractor's construction activities, within 10 meters (33 feet) of the find, shall be halted immediately and shall not be resumed until so permitted, in writing, by the Engineer.

PAYMENT

Full compensation for checking, repairing or replacing the ESA markings shall be considered as included in the contract price paid per meter for Temporary Fence (Type ESA), and Temporary Fence (Type WM 1.8) and no separate payment will be made therefor.

5-1.30 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

This project is located within the jurisdiction of the California Department of Fish and Game (CDFG). The Department of Transportation has received a California Endangered Species Act Incidental Take Permit from CDFG. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly. Said document shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and are available for inspection at the office of the Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

The Contractor's attention is directed to Section "Environmental Work Restrictions" of these special provisions relating to specific protection measures required under this contract.

Any modifications to any agreement between the Department of Transportation and the CDFG shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

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

5-1.31 RELATIONS WITH REGIONAL WATER QUALITY CONTROL BOARD

This project is located within an area controlled by the Regional Water Quality Control Board, San Francisco Bay Region (RWQCB). A RWQCB Order and Waste Discharge Requirements have been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly. Said documents shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the Order and the Waste Discharge Requirements may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and will be available for inspection at the office of the Duty Senior at 111 Grand Avenue, Oakland, California 94612, email duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

The Contractor's attention is directed to Sections 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Contractor's attention is also directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the Contractor's operations are restricted in the floodway by the requirements of this section, shall be considered to be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

Any modifications to the Order which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the RWQCB for their consideration. No additional time or compensation will be allowed for delays caused by the Contractor's proposed modifications to the Order.

When the Engineer notifies the Contractor that a modification to the Order is under consideration, no work will be allowed on the proposed modification until the Department of Transportation takes action on the proposed modification.

Any modifications to any agreement between the Department of Transportation and the RWQCB shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

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

5-1.32 RELATIONS WITH U.S. ARMY CORPS OF ENGINEERS

This project is located within the jurisdiction of the United States Army Corps of Engineers (ACOE). A permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly. Said document shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, telephone number (916) 654-4490, and will be available for inspection at the office of the Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

Any modifications to the permit which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the ACOE for their consideration. No additional time or compensation will be allowed for delays by the Contractor's proposed modifications to the agreement between the Department of Transportation and the ACOE.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department of Transportation takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and the ACOE shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

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

5-1.33 RELATIONS WITH SAN FRANCISCO BAY CONSERVATION DEVELOPMENT COMMISSION

This project is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC). A permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said areas as shown on the plan and shall conduct the Contractor's work accordingly. Said document shall be considered a part of, and shall become an integral part of the special provisions and contract for this project.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, telephone number (916) 654-4490, and will be available for inspection at the office of the Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

Any modifications to the permit, which are proposed by the Contractor, shall be submitted in writing to the Engineer for transmittal to the BCDC for their consideration. No additional time or compensation will be allowed for delays caused by the Contractor's proposed modifications to the agreement between the Department of Transportation and the BCDC.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department of Transportation takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and BCDC shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

For work already authorized in the BCDC permit, the Contractor shall submit to the Engineer a plan for in-Bay temporary structures, docks, and trestles within 15 working days after the approval of the contract. The plan shall include the area covered by the in-Bay temporary structures, docks, and trestles and volume of water displaced by the in-Bay temporary structures, docks, and trestles to be placed Bayward of the mean-high-water-line. The Engineer will submit to BCDC for final plan review; the Engineer and BCDC will review and the Engineer will provide comments to the Contractor within 50 calendar days. The Contractor will have 10 working days to revise and resubmit.

For work not already authorized in the BCDC permit, such as temporary structures or trestles in-bay at the barge access area, located outside of and to the east of the ESA and at north side of Pier W2 west as shown on the plans, it will require an amendment to the BCDC permit. The State will request a permit amendment from BCDC.

If the Contractor elects to develop temporary structures or trestles in-bay or from the bay to land, he shall submit to the Engineer plans for temporary structures or trestles within 15 working days after the approval of the contract. The Engineer will have 20 working days to review the plans. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the plans within 10 working days of receipt of the Engineer's comments. The State will submit a request for amendments to BCDC for review.

The BCDC amendment process will take a minimum of an additional 90 calendar days, after receiving the final plans from the Contractor.

In addition, the Contractor shall submit to the Engineer the final plan for temporary structures or trestles in-bay or from the bay to land within 15 working days after the approval of the BCDC amendment. The plan shall include the area covered by the in-Bay temporary structures, docks, and trestles and volume of water displaced by the in-Bay temporary structures, docks, and trestles to be placed Bayward of the mean-high-water-line. The Engineer will submit to BCDC for final plan review; the Engineer and BCDC will review and the Engineer will provide comments to the Contractor within 50 calendar days. The Contractor will have 10 working days to revise and resubmit.

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

5-1.34 RELATIONS WITH UNITED STATES COAST GUARD

This project is located inland at Yerba Buena Island, adjacent to a navigable channel which is under the jurisdiction of the United States Coast Guard (USCG), Eleventh District, Coast Guard Island, Alameda, California 94501-5100.

A USCG Bridge Permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions that may govern the Contractor's operations within the construction right-of-way and shall conduct the Contractor's work accordingly. The Bridge Permit shall be considered part of an integral part of the contract special provisions.

Copies of the Bridge Permit may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, P.O. Box 942874, Sacramento, California 94274-0001, telephone number (916) 654-4490, and are available for inspection at the office of the Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

The Contractor's 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, and to the section entitled "Sound Control Requirements" of these special provisions.

The Contractor shall comply with all requirements of the USCG with regard to the manner in which he conducts his operations and disposes of material. Any restriction of the channel and all navigation and warning lights shall be in accordance with regulations and subject to the approval of the USCG.

The Contractor's attention is directed to the following conditions which are among those established by the USCG in the work authorization for this project:

Navigation.--The Contractor's operations shall conform to the USCG regulations. Work shall be such that the free navigation of the waterway, navigable depths and channel widths are not impaired, except otherwise directed by the USCG. A least 50 calendar days before anchoring barges or constructing temporary structures, docks, and trestles within the construction right of way, or as directed by the Engineer, the Contractor shall notify the Engineer, in writing, along with drawings, of their proposed method for anchoring barges and of the location of temporary structures, docks, and trestles. The Engineer will transmit the Contractor's proposal to the USCG for approval. The Contractor shall not anchor any barges until their procedure has been approved by the USCG. In the event that the required USCG approval, in the opinion of the Engineer, delays the Contractor's operations, the Contractor will be granted a time extension commensurate with the delays. No barges can be anchored within the ESAs.

Aids to Navigation.--The Contractor shall coordinate with the USCG Commander, Eleventh Coast Guard District, Building 50-6, Coast Guard Island, Alameda, California 94501-5100, Telephone (510) 437-2983 for written authorization at least 60 calendar days prior to any relocation or temporary removal of any aids to navigation within or near any areas involved with dredging or construction. In addition, the Contractor shall not obstruct, willfully damage, make fast to, or interfere with any aid to navigation.

Navigational Obstructions.--Any debris, material, plant or machinery that are incidentally dropped into the waters of the Bay during the progress of work, which may present a hazard or which may obstruct navigation shall be promptly recovered or removed. Floating objects shall be immediately recovered or tied down and marked, so that they do not present hazards to navigation. The Contractor shall give immediate notice of in-place obstructions to the proper authorities and shall mark or buoy such obstructions until they are removed. Should the Contractor neglect or delay compliance with the above requirements, such obstructions shall be removed by the Department of Transportation and the cost of such removal will be deducted from the moneys due to the Contractor or may be recovered from their bond.

Navigational Lighting.--The Contractor shall keep proper warning lights each night between the hours of sunset and sunrise upon all floating equipment, falsework connected with the work and all buoys which are of a size and location as to endanger or obstruct navigation. The Contractor shall provide suitable navigational lighting at any time

that construction operations obstruct the waterways. All floating equipment shall be marked in accordance with USCG Regulations.

Nighttime Lighting.--The Contractor shall direct lighting on to the immediate area under construction and avoid shining lights towards residences on YBI and marine traffic. The Contractor shall also not shine lights into the water at night.

Temporary Structures, Docks, and Trestles.--Following the completion of construction, the Contractor shall remove all temporary structures, docks, and trestles. Piling shall be removed and shall be cut off at least 1 meter below mudline in-bay or original ground in-land.

The Contractor shall be aware of the USCG facility on the southeast side of Yerba Buena Island. The Contractor's activities shall not interfere with the twenty-four hour a day operations at the USCG facility. The Contractor shall not restrict land or sea access to that facility.

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

5-1.35 RELATIONS WITH UNITED STATES FISH AND WILDLIFE SERVICE

This project is located within the jurisdiction of the United States Fish and Wildlife Service (USFWS). The USFWS has issued a Biological Opinion regarding several species which are protected under both the Federal Endangered Species Act and the California Endangered Species Act. The specifics of this opinion are part of an agreement which the Department of Transportation has entered into with the USFWS. The Contractor shall be fully informed of the requirements of this agreement as well as of all rules, regulations, and conditions that may govern the Contractor's operations in said area and shall conduct the Contractor's operations accordingly. Said document shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and will be available for inspection at the office of the Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

Attention is directed to "Environmental Work Restrictions" of these special provisions relating to specific measures required under this contract.

Any modifications to any agreement between the Department of Transportation and the USFWS shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

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

5-1.36 NON-JOURNEY PERSON TRAINING PROGRAM

This provision supplements the Federal Trainee Program as part of the Contractor's equal employment opportunity affirmative action program.

In addition to the Federal Trainee Program, the Contractor may elect to provide training for apprentices or trainees, herein referred to as trainees, under the contract as established in this special provision. The Contractor shall notify the Engineer in writing of the Contractor's intent to provide training under this special provision no later than 20 calendar days following award of contract.

If the Contractor elects to provide on-the job training in accordance with this special provision, the goal for the number of trainees to be trained under the requirements of this special provision will be determined by the ratios approved by the State Department of Industrial Relations, Division of Apprenticeship Standards (DAS). The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and availability of journeymen in the various classifications within a reasonable area of recruitment.

In the event the Contractor subcontracts a portion of contract work, the Contractor may further assign a portion of the training requirements established herein to the subcontractor. Any further assignment of these training requirements by the Contractor shall be submitted in writing to the Engineer and an appropriately amended Training Program shall be made applicable to such subcontract. Where feasible, 25 percent of trainees in each occupation shall be in their first year of apprenticeship or training.

Approval or acceptance of a Training Program shall be obtained from the State prior to commencing work on the classification covered by the program. The Contractor shall also submit to the Engineer the number of trainees to be trained in each selected classification and training program to be used. The minimum length and type of training for each

classification will be as established in the Training Program selected by the Contractor and approved by both the State and the Federal Highway Administration (FHWA). The State and FHWA will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journey person status in the classification specified by the end of the training period. Furthermore, training programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the DAS and recognized by the Bureau, and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of Federal-Aid highway construction contracts. Any trainee not enrolled in one of the aforementioned programs shall be paid not less than the prevailing wage at the journey person level. Furthermore, the Contractor shall specify the starting time for training in each of the classifications.

The Contractor, upon the start of training under the contract, shall provide the Engineer with following information for each trainee:

1. Name
2. Address
3. Telephone Number
4. Social Security Number
5. Race/Ethnic Origin
6. Gender
7. Classification to be Trained In
8. Status in Training Program (1st half ,third quarter, last quarter)
9. Date Training Will Begin.
10. The Anticipated Number of Hours Required for Training.
11. Classification(s) Previously Trained in and Data Training was Completed.

The Contractor, prior to start of training, shall provide written notice to each person to be trained under this special provision of that person's designation as a trainee, the training program and classification under which training will be provided, the length of the training program, and the hourly wage rate to be paid to the trainee.

No employee shall be employed as a trainee in any classification in which the employee has successfully completed a training course, or in which the employee has been employed as a journey person. The Contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. The Contractor shall document the findings in each case.

Except as otherwise noted below, the Contractor will be reimbursed \$2.00 per hour of on-site training or work on this contract for trainees, in addition to the amount specified in the Federal Trainee Program. This reimbursement may be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Compensation will be extra work, as specified in Section 4-1.03D of the Standard Specifications, except no markups will be added. The total amount of compensation shall be limited to \$ 25,000. Attention is directed to "Project Information," of these special provisions, regarding project special forms 100 through 400.

5-1.37 MONITORING

In addition to the requirements of these special provisions, the Contractor shall designate an officer responsible for monitoring activities related to DBEs, City and County of San Francisco and Oakland Resources and Affirmative Action/Equal Employment Opportunity, and to report the employment, business and Affirmative Action/Equal Employment Opportunity utilization for the Contractor and subcontractors. The Contractor's officer shall present a monthly report at a single monthly forum to be conducted at the locations, dates and times designated by the Engineer.

At the first monthly forum, to be held the second Wednesday of the month following the approval of the contract, the Contractor and each of the subcontractors performing work of \$10,000 or more and working within the first six months of the project shall submit the following for information purposes:

1. The Anticipated Workforce Utilization Form. This form shall be based on the total anticipated hours for the project, on a craft-by-craft basis (use Project Special Form 100).
2. The DBE and LBE (Local Business Enterprise) Utilization Form (use Project Special Form 200).
3. A bar chart showing the approximate schedule and duration of the work to be performed by the Contractor and each subcontractor.

The second and subsequent reports shall document on both a monthly and cumulative basis, the following information:

1. For each lower tier subcontractor, manufacturer, supplier and trucker, by craft: the items and quantities of work performed, amount and date of compensation paid, status as a DBE, and business address (use Project Special Form 300); and
2. For the Contractor, and for each subcontractor and trucker performing work of \$10,000 or more, an updated version of the Project Special Form 200 which tracks employment status for each craft, including: the number of hours worked and the total number of employees classified as non-minorities, minorities, male, female, and Oakland residents. In addition, provide the city and zip code of legal residence for each trade used (use Project Special Form 400).
3. For the Contractor, and for each subcontractor performing work of \$10,000 or more, a projection of the workforce to be utilized for the upcoming 30 days (use Special Project Form 100)

At the third monthly forum of the contract, the Contractor shall submit a bar chart showing the approximate craft-by-craft schedule of trades to be utilized on the project. Resources outlined in "Progress Schedule (Critical Path)" of these special provisions may be utilized to generate and update the bar charts.

All reports shall be written and presented in the number of copies directed by the Engineer for use at the monthly forum, not to exceed 50 copies.

A final report summarizing all previous monthly reports shall be submitted within 30 days after contract acceptance.

The Contractor will receive \$5,000 for each month in which the Contractor presents a monthly report at the monthly forum and when the Contractor submits the final report. The amount paid each month for presenting the monthly reports or for submitting the final report shall include all markups, full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing and presenting monthly reports, including copies of the reports, as specified in these special provisions and as directed by the Engineer.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the United States Standard Measures which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in , "Working Drawings," of these special provisions.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT

ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS ² mm	SIZE TO BE SUBSTITUTED ² inch x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION NUMBER ¹ SHOWN ON THE PLANS	BAR DESIGNATION NUMBER ² TO BE SUBSTITUTED
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

¹Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

²Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

SUBSTITUTION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

METRIC SIZE SHOWN ON THE PLANS mm	SIZE TO BE SUBSTITUTED inch
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13 or 12.70	1/2
14 or 14.29	9/16
16 or 15.88	5/8
19 or 19.05	3/4
22 or 22.22	7/8
24, 25, or 25.40	1
29 or 28.58	1-1/8
32 or 31.75	1-1/4
35 or 34.93	1-3/8
38 or 38.10	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch	METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

SUBSTITUTION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	WIRE THICKNESS TO BE SUBSTITUTED inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

SUBSTITUTION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	SIZE TO BE SUBSTITUTED inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in millimeters (T) represents an exact conversion of the thickness in inches (T").

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	NOMINAL SIZE TO BE SUBSTITUTED inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

SUBSTITUTION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	SIZE TO BE SUBSTITUTED Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

SUBSTITUTION TABLE FOR IRRIGATION
COMPONENTS

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	NOMINAL SIZE TO BE SUBSTITUTED inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

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

For those categories of materials included in 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 in 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)

- A. Apex, Model 921AR (100 mm x 100 mm)
- B. Avery Dennison (formerly Stimsonite), Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)
- C. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

- A. Avery Dennison (formerly Stimsonite), Model 948 (58 mm x 119 mm)
- B. Avery Dennison (formerly Stimsonite), Model 944SB (51 mm x 100 mm)*
- C. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)
- I. Zumar Industries, "Titan TM40A" (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

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

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- C. Road Creations, Model R41C (100 mm x 100 mm)
- D. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

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

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

- A. Apex Universal, Model 932
- B. Bunzl Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

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

- A. Advanced Traffic Marking, Series 200

- B. Brite-Line, Series 100
- C. Garlock Rubber Technologies, Series 2000
- D. P.B. Laminations, Aztec, Grade 102
- E. Swarco Industries, "Director-2"
- F. Trelleborg Industri, R140 Series
- G. 3M, Series 620 "CR", and Series A750
- H. 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
- I. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Asphalt Concrete Surfaces)
- J. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
- K. Trelleborg Industri, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Avery Dennison, "Hotape"
- B. Flint Trading, "Premark" and "Premark 20/20 Flex"

Ceramic Surfacing Laminate, 150 mm x 150 mm

- A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
- B. Carsonite, Curve-Flex CFRM-400
- C. Carsonite, Roadmarker CRM-375
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm

- A. Bunzl Extrusion, Model FG 560 (with 450 mm U-Channel base)
- B. Carsonite, "Survivor" (with 450 mm U-Channel base)
- C. Carsonite, Roadmarker CRM-375 (with 450 mm U-Channel base)
- D. FlexStake, Model 604
- E. GreenLine Models HWDU and CGD (with 450 mm U-Channel base)
- F. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- G. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Bunzl Extrusion, Flex-Guide Models FG300LD and FG300UR
- C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. Repo, Models 300 and 400
- I. Safe-Hit, Guide Post, Model SH236SMA

- J. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- K. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. Traffix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

- A. Carsonite, Model SMD 615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

Type "K-4" / "Q" Object Markers, 600 mm

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Bunzl Extrusion, Model FG324PE
- C. Carsonite, Super Duck II
- D. FlexStake, Model 701KM
- E. Repo, Models 300 and 400
- F. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- G. The Line Connection, Model DP21-4Q

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

- A. ARTUK, "FB"
- B. Bunzl Extrusion, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100
- E. Sun-Lab Technology, "Safety Guide Light Model TM-5"

Non-Impactable Type

- A. ARTUK, JD Series
- B. Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Bunzl Extrusion, "Mini" (75 mm x 254 mm)
- B. Duraflex Corp., "Railrider"

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic)

- A. Bunzl Extrusion, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM16," 75 mm x 300 mm

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Bunzl Extrusion, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 75 mm x 300 mm

GUARD RAILING DELINEATOR

(Place top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Bunzl Extrusion, FG 427 and FG 527
- B. Carsonite, Model 427
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

Steel Post Type

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)
- B. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- C. Reflexite, PC-1000 Metalized Polycarbonate
- D. Reflexite, AC-1000 Acrylic
- E. Reflexite, AP-1000 Metalized Polyester
- F. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- G. 3M, High Intensity

Traffic Cones, 330 mm Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

- A. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
- C. 3M Series 3840

Barrels and Drums

- A. Avery Dennison W-6100
- B. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- D. 3M Series 3810

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

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600 series
- C. 3M Engineer Grade, Series 3170

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

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

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

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

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

- A. Avery Dennison, T-5500 Series
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II
- C. 3M Series 3870

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

- A. Avery Dennison, T-6500 Series (Formerly Stimsonite Series 6200)

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

- A. Reflexite "Vinyl" (Orange)
- B. Reflexite "SuperBright" (Fluorescent orange)
- C. Reflexite "Marathon" (Fluorescent orange)
- D. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

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

- A. 3M LDP Series 3970

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

- A. Avery Dennison, T-7500 Series

SPECIALTY SIGNS

- A. All Sign Products, STOP Sign (All Plastic), 750 mm
- B. Relexite "Endurance" Work Zone Sign

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

- A. Fiber-Brite
- B. Sequentia, "Polyplate"

Aluminum

8-1.03 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

- A. Two fire hydrants.
- B. Two Padlocks for walk gates.

The Contractor shall notify the Engineer not less than 48 hours before State-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

8-1.04 ENGINEERING FABRICS

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

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

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

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

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

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

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

Qualified testing laboratories shall conform to the following requirements:

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

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

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

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

- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," of the Standard Specifications specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

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

8-2.02 CORROSION CONTROL FOR PORTLAND CEMENT CONCRETE

Portland cement concrete at all locations is considered to be in a corrosive environment and shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Cementitious material to be used in portland cement concrete shall conform to the provisions for cement and mineral admixtures in Section 90-2, "Materials," , of the Standard Specifications, and shall be a combination of "Type II Modified" portland cement and mineral admixture.

Concrete in a corrosive environment shall contain not less than 400 kg of cementitious material per cubic meter except that footing concrete shall contain not less than 350 kg of cementitious materials per cubic meter.

No reduction in the cementitious material content specified or ordered, in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications, will be allowed for concrete in a corrosive environment.

Unless otherwise specified, for concrete in a corrosive environment, the amount of cement shall be 75 percent by mass, and the amount of mineral admixture to be combined with cement shall be 25 percent by mass, of the total amount of cementitious material to be used in the concrete mix. The calcium oxide content of mineral admixtures shall not exceed 10 percent.

The cement content for pile concrete shall be 65 percent and the mineral admixture content shall be 35 percent of the cementitious material content. The cement content for footing concrete shall be 60 percent minimum and the mineral admixture content shall be 40 percent maximum of the cementitious material content.

At the Contractor's option, metakaolin may be used as a mineral admixture. The amount of metakaolin shall not be less than 5 percent of the total cementitious materials. Metakaolin shall conform to requirements in ASTM Designation: C 618, Class N and to the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon dioxide (SiO ₂) + Aluminum Oxide (Al ₂ O ₃)	94 (min.)
Sulfur Trioxide (SO ₃)	1.0 (max.)
Loss on ignition	1.2 (max.)
Available Alkalies (as Na ₂ O equivalent)	1.0 (max.)
Physical Requirements	Percent
Retained +325 mesh	2.0 (max.)
Fineness variation	1.0 (min.)
Pozzolanic (strength) Activity Index with portland cement	100 (minimum % of control) at 7 days
Pozzolanic (strength) Activity Index with portland cement	100 (minimum % of control) at 28 days

At the Contractor's option, the cementitious materials may include 50 percent by mass of ground granulated blast-furnace slag conforming to ASTM Designation: C 989, or 35 percent by mass of mineral admixture.

Mineral admixture for concrete in a corrosive environment shall conform to ASTM Designation: C618 Class F or N.

The water to cementitious materials ratio shall not exceed 0.40.

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

SECTION 8-3. WELDING

8-3.01 WELDING

GENERAL

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

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

AWS Code	Year of Adoption
D1.1	2000
D1.4	1998
D1.5	1995
D1.5 (metric only)	1996

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

When welding is to be performed per AWS D1.5, approval of the WPS will be based on conformance with the requirements in AWS D1.5 Sections 5.1, and the additional requirements in AWS D 1.5, Sections 5.2 through 5.20.2, and the additional requirements in these special provisions.

Sections 6.1.2 through 6.1.4.3 of AWS D 1.1, Sections 7.1.1 and 7.1.2 of AWS D 1.4, and Sections 6.1.1.1 through 6.1.3.3 of AWS D 1.5 are 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.

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 and Guide for Qualification 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 and Guide for Qualification of Welding Inspectors," or has equivalent qualifications. The QC Inspector shall monitor the Assistant QC Inspector's work, and shall be responsible for signing all reports.

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

Section 6.14.6, "Personnel Qualification," of AWS D 1.1, Section 7.7.6, "Personnel Qualification," of AWS D 1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D 1.5 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, 1996 edition and current addendums. Only individuals who are 1) certified as an NDT Level II, or 2) 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, shall perform NDT, review the results, and prepare the written reports.

Section 6.5.4, "Scope of Examination," of AWS D 1.1 and Section 7.5.4 of AWS D 1.4 are replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, joint fit-up, assembly practice, welding technique, 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.

Section 6.5.4 of AWS D 1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 9.21. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified Nondestructive Testing Other Than Visual," of AWS D 1.1, Section 6.6.5 of AWS D 1.4 and Section 6.6.5 of AWS D 1.5 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 welding codes, in the Standard Specifications, or in these special provisions. Additional NDT required by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, the cost of the testing will not be paid for as extra work but shall be at the Contractor's expense.

Required repair work to correct welding deficiencies, whether discovered by the required visual inspection or NDT, or by additional NDT directed 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.

A sufficient number of QC Inspectors shall be provided to ensure continuous inspection when any welding is being performed. Continuous inspection, as a minimum, shall include (1) having QC Inspectors continually present on the shop floor or project site when any welding operation is being performed, and (2) having a QC Inspector within such close proximity of all welding operations so that inspections by the QC Inspector of each operation, at each welding location, shall not lapse for a period exceeding 30 minutes.

Inspection and approval of all joint preparations, assembly practices, 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 that welding is performed. The QC Inspector shall confirm and document compliance with the requirements of the AWS code criteria and the requirements of these special provisions on all weld joints before welding, during welding, and after the completion of each weld.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, welders using these details shall perform a qualification test plate using the approved WPS variables and the joint detail to be used in production. The test plate shall be the maximum thickness to be used in production. The test plate shall be mechanically or radiographically tested as directed by the Engineer. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

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. 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 work remains satisfactory.

WELDING QUALITY CONTROL

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

Unless otherwise specified, welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," Section 56-1, "Overhead Sign Structures," Section 75-1.035, "Bridge Joint Restrainer Units," or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

In addition, welding quality control shall apply when welding is performed for the following work:

A. Miscellaneous metal

The welding of fracture critical members (FCMs) shall conform to the provisions specified in the Fracture Control Plan (FCP) and herein.

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

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM shall not be employed or compensated by NDT firms to be used in the work. The QCM may be an employee of the Contractor.

The QCM shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors." The QCM shall be present daily at the job site, Contractor's project field office, or at one of the project steel fabrication sites, unless otherwise approved by the Engineer.

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

- A. The welding is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges.
- B. The welding is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures. This condition shall apply only for work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures" or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.
- C. The welding is performed on pipe pile material at a permanent pipe manufacturing facility where an automatic welding process or seamless pipe operation is used in conformance with the requirements in the applicable welding code as specified elsewhere in these special provisions.

Personnel performing ultrasonic testing shall have passed Caltrans' written and practical tests. Information regarding this testing program (titled "Notification of California Department of Transportation Qualification Requirement for Ultrasonic Testing Personnel") is included in the "Information Handout," available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract and Site of Work," of the Standard Specifications.

For welding performed at such facilities, the inspection personnel or NDT firms may be employed or compensated by the facility performing the welding.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a pre-welding meeting between the Engineer, Contractor, and any entity performing welding and NDT for this project, shall be held to discuss the requirements for the WQCP.

Except for work that is welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, prior to performing any welding, the Contractor shall submit to the Engineer, in conformance with the provisions in "Working Drawings," of these special provisions, 3 copies of a separate WQCP for each item of work for which welding is to be performed.

The Contractor shall submit to the Engineer, in conformance with the provisions in "Working Drawings," of these special provisions, 3 copies of a separate WQCP for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 2 weeks to review the WQCP submittal after a complete plan has been received. Except for work that is welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, and for pipe piling produced at a permanent manufacturing facility as specified above, no welding shall be performed until the WQCP is approved in writing by the Engineer. Materials welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, and pipe piling produced at such permanent manufacturing facilities, shall not be incorporated into the work until the WQCP is approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or any addendum to the approved WQCP shall be submitted to, and approved in writing by the Engineer, for proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for revisions to the WQCP, including but not limited to a revised WPS, additional welders, changes in NDT firms or procedures, QC, or NDT personnel, or updated systems for tracking and identifying welds. The Engineer shall have 3 working days to complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of

time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Each WQCP shall include the applicable portions of the following, as determined by the Engineer:

- A. The name of the welding firm and any required NDT inspection personnel or firms.
- B. A manual prepared by the NDT inspection personnel or firm that shall include equipment, testing procedures, code of safe practices, the Written Practice of the NDT inspection personnel or firm, and the names, qualifications, and documentation of certifications for all personnel to be used.
- C. The name of the QCM and the names, qualifications, and documentation of certifications for all QC Inspectors and Assistant QC Inspectors to be used.
- D. An organizational chart showing all QC personnel and their assigned QC responsibilities.
- E. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:
 - 1. all visual inspections.
 - 2. all NDT including NDT reports, radiographic geometry, penetrometer and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports.
 - 3. calibration procedures and calibration frequency for all NDT equipment.
- F. A system for the identification and tracking of all welds, NDT, and any required repairs, and a procedure for the reinspection of repaired welds. The system shall have provisions for 1) permanently identifying each weld and the person who performed the weld, 2) placing all identification and tracking information on each radiograph and NDT report, 3) a method of reporting nonconforming welds to the Engineer, and 4) a method of documentation of repairs and reinspection of nonconforming welds.
- G. Standard procedures for performing noncritical repair welds. Noncritical repair welds are defined as welds to deposit additional weld beads or layers to compensate for insufficient weld size and to fill limited excavations that were performed to remove unacceptable edge or surface discontinuities, overlap or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size.
- H. The WPS, including documentation of all supporting Procedure Qualification Record (PQR) tests performed, and the name of the testing laboratory who performed the tests, to verify the acceptability of the WPS. The submitted WPS shall be within the allowable period of effectiveness.
- I. Documentation of all certifications for welders for each weld process and position that will be used. Certifications shall list the electrodes used, test position, base metal and thickness, tests performed, and the witnessing authority. All certifications shall be within the allowable period of effectiveness.
- J. One authorized copy or original code book for each of all AWS welding codes and the FCP which are applicable to the welding to be performed. These codes and the FCP shall become the permanent property of the Department.
- K. Forms to be used for Certificates of Compliance, daily production logs, and daily reports.
- L. Documentation of passing the Caltrans Qualification Requirements for Ultrasonic Testing.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents.

It is expressly understood that the Engineer's approval of the Contractor's WQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformance with the requirements of the plans and specifications. The Engineer's approval shall not constitute a waiver of any requirement of the plans and specifications nor relieve the Contractor of any obligation thereunder; and defective work, materials, and equipment may be rejected notwithstanding approval of the WQCP.

A daily production log for welding shall be kept by the QCM for each day that welding is performed. The log shall clearly indicate the locations of all welding, except partial penetration longitudinal seam welds performed in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications. The log shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each QC Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 7 days following the performance of any welding. For work welded in conformance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, and for piling produced at a permanent manufacturing facility, the following items shall be included in a Welding Report that is to be submitted to the Engineer 48 hours prior to furnishing a Certificate of Compliance for the material:

- A. Reports of all visual weld inspections and NDT.

- B. Radiographs and radiographic reports, and other required NDT reports.
- C. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable.
- D. Daily production log.

Radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers or a report number, as detailed in the WQCP. In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the WQCP.

Reports regarding NDT, including radiographs, shall be signed by both the NDT technician and the person that performed the review, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Unless otherwise specified, the Engineer shall be allowed 7 working days to review the report and respond in writing after a complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover welds for which a Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover welds pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The QC Inspector shall provide reports to the QCM on a daily basis for each day that welding is performed.

Except for noncritical weld repairs, the Engineer shall be notified immediately in writing when welding problems, deficiencies, base metal repairs, or any other type of repairs not submitted in the WQCP are discovered and also of the proposed repair procedures to correct them. The Contractor shall allow the Engineer one week to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

PAYMENT

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

SECTION 9. DESCRIPTION OF BRIDGE WORK

The bridge work to be done consists, in general, of constructing the following structure as shown on the plans:

SAN FRANCISCO OAKLAND BAY BRIDGE EAST SPAN
 SELF-ANCHORED SUSPENSION (SAS) BRIDGE PIER W2 FOUNDATION AND PIERS
 (Bridge No. 34-0006 L/R)

The bridge structure consists of Pier W2 footing foundation and piers with the following elements:

- A. Reinforced concrete columns.
- B. Cable tie-down anchorage.
- C. Reinforced concrete footings with high strength prestressing bars.
- D. Reinforced concrete retaining wall.
- E. Cast-in-drilled hole concrete piles.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK

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

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

Attention is directed to "Blasting," of the special provisions. The Contractor will not be allowed to transport explosives across the San Francisco-Oakland Bay Bridge. The Contractor shall notify the Engineer, and the United States Navy at (415) 743-4727, United States Coast Guard at (415) 399-3504, San Francisco Department of Public Works at (415) 274-0342 or (415) 274-03333 and the media, at least 5 working days prior to conducting blasting operations. Contractor shall not use United States Coast Guard docks, piers and facilities for any work.

The Contractor shall notify the Engineer, and Hetch-Hetchy Water & Power at (415) 807-9610, at least 10 working days prior to any work being performed on all electrical services.

Attention is directed to "Obstructions" of these special provisions, regarding the relocation of water main, and fire hydrants.

Attention is directed to "Earthwork," of these special provisions, regarding structure backfill (Retaining Wall).

Construction of retaining wall backfill shall not begin until retaining wall concrete placement has been completed and specified concrete strength has been attained as shown on the plans. The backfill shall be staged such that the fill height difference around the retaining wall does not exceed 2 meters during the backfill operation until finish grade elevation is reached.

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 the construction sequence sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path Method)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

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

Not less than 60 days prior to applying seeds, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

Attention is directed to "Move in/Move out (Erosion Control)" in these special provisions regarding the mobilization of equipment and materials for erosion control work.

Attention is directed to "Fiber Rolls" of these special provisions, regarding restrictions for erosion control (Type D) operations.

10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project lies within the boundaries of the San Francisco Bay Regional Water Quality Control Board (RWQCB).

The State Water Resources Control Board (SWRCB) has issued a permit to the Department which governs storm water and non-storm water discharges from its properties, facilities and activities. The Department's Permit is entitled: "Order No. 99-06-DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation Properties, Facilities, and Activities." Copies of the Department's Permit are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254, and may also be obtained from the SWRCB Internet website at: <http://www.swrcb.ca.gov/stormwtr/caltrans.html>.

The NPDES permit that regulate this project, as referenced above, are hereafter collectively referred to as the "Permits."

This project shall conform to the Permits and modifications thereto. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available during construction.

The Permits require the preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be prepared in conformance with the requirements of the Permits, the Department's "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual," and the Department's "Construction Site Best Management Practices (BMPs) Manual," including addenda issued up to and including the date of advertisement of the

project. These manuals are hereinafter referred to, respectively, as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

The Contractor shall know and fully comply with applicable provisions of the Permits and all modifications thereto, the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both 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," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Permits shall apply to storm water and certain permitted non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Permits and the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

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

Penalties as used in this section, "Water Pollution Control," 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 the Permits, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

RETENTION OF FUNDS

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

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved SWPPP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

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

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained 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 retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Department may retain an amount equal to 25 percent of the estimated value of the contract work performed.

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

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Storm Water Pollution Prevention Plan (SWPPP) is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Manuals, the requirements of the Permits, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, shall be performed until the SWPPP has been approved by the Engineer. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the SWPPP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Water Pollution Control Manager shall have a minimum of 24 hours of formal storm water management training or certification as a Certified Professional in Erosion and Sediment Control (CPESC). The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.

Within 21 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 35 working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 11 working days of receipt of the Engineer's comments. The Engineer will have 7 working days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed. 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 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 SWPPP shall apply to the areas within or outside of the highway right of way that are directly related to construction including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, and access roads.

The SWPPP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization.
- B. Sediment control.
- C. Wind erosion control.
- D. Tracking control.
- E. Non-storm water management.
- F. Waste management and materials pollution control.

The Contractor shall develop and include in the SWPPP the Sampling and Analysis Plan(s) as required by the Permits, and modifications thereto, and as required in "Sampling and Analytical Requirements" of this section.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall complete the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual and shall incorporate water pollution control practices into the SWPPP. Water pollution control practices include the "Minimum Requirements" and other Contractor-selected water pollution control practices from the "Construction Site BMPs Consideration Checklist" and the "Project-Specific Minimum Requirements" identified in the Water Pollution Control Cost Break-Down of this section.

The following contract items of work shall be incorporated into the SWPPP as "Temporary Water Pollution Control Practices": Temporary Concrete Washout Facility, Temporary Construction Entrance, Temporary Cover, Temporary Silt

Fence, Temporary Soil Stabilizer, Move-in/Move-out (Erosion Control) and Temporary Fence (Type WM-1.8). The Contractor's attention is directed to the special provisions provided for Temporary Water Pollution Control Practices.

The following contract items of work, as shown on the project plans or as specified elsewhere in these special provisions, shall be identified in the SWPPP as permanent water pollution control practices: Erosion Control (Type B), Erosion Control (Type D), and Fiber Rolls. These permanent water pollution control practices shall be constructed as specified in these special provisions, and utilized during the construction period. The Contractor shall maintain and protect the permanent water pollution control practices throughout the duration of the project and shall restore these controls to the lines, grades and condition shown on the plans prior to acceptance of the contract.

The SWPPP shall include, but not be limited to, the items described in the Manuals, Permits and related information contained in the contract documents.

The Contractor shall prepare an amendment to the SWPPP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate a condition of the Permits, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved SWPPP. Amendments to the SWPPP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the SWPPP. At a minimum, the SWPPP shall be amended annually and submitted to the Engineer 25 days prior to the defined rainy season.

The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request 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 by the public shall be directed to the Engineer.

COST BREAK-DOWN

The Contractor shall include a Water Pollution Control Cost Break-Down in the SWPPP which itemizes the contract lump sum for water pollution control work. The Contractor shall use the Water Pollution Control Cost Break-Down provided in this section as the basis for the cost break-down submitted with the SWPPP. The Contractor shall use the Water Pollution Control Cost Break-Down to identify items, quantities and values for water pollution control work, excluding Temporary Water Pollution Control Practices for which there are separate bid items. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted with the SWPPP. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

Attention is directed to "Time-Related Overhead" of these special provisions regarding compensation for time-related overhead.

Line items indicated in the Water Pollution Control Cost Break-Down in this section with a specified Estimated Quantity shall be considered "Project-Specific Minimum Requirements." The Contractor shall incorporate Project-Specific Minimum Requirements with Contractor-designated quantities and values into the Water Pollution Control Cost Break-Down submitted with the SWPPP.

Line items indicated in the Water Pollution Control Cost Break-Down in this section without a specified Estimated Quantity shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual. In the Water Pollution Control Cost Break-Down submitted with the SWPPP, the Contractor shall list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down shall be equal to the contract lump sum price bid for water pollution control. Overhead and profit, except for time-related overhead, shall be included in the individual items listed in the cost break-down.

WATER POLLUTION CONTROL COST BREAK-DOWN

Contract No. 04-0120C4

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
SS-1	Scheduling	LS			
SS-2	Preservation of Existing Vegetation	LS			
SS-10	Outlet Protection/Velocity Dissipation Devices	M2	30		
SS-11	Slope Drains	M	45		
SC-6	Gravel Bag Berm	M	90		
SC-7	Street Sweeping and Vacuuming	LS			
SC-9	Straw Bale Barrier	M	90		
WE-1	Wind Erosion Control	LS			
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	LS			
NS-8	Vehicle and Equipment Cleaning	LS			
NS-9	Vehicle and Equipment Fueling	LS			
NS-10	Vehicle and Equipment Maintenance	LS			
WM-1	Material Delivery and Storage	LS			
WM-2	Material Use	LS			
WM-3	Stockpile Management	LS			
WM-4	Spill Prevention and Control	LS			
WM-5	Solid Waste Management	LS			
WM-6	Hazardous Waste Management	LS	Lump Sum		
WM-9	Sanitary/Septic Waste Management	LS			

TOTAL _____

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the SWPPP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved cost break-down, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the SWPPP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

SWPPP IMPLEMENTATION

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Water Pollution Control." Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

In order to provide effective erosion control, the Contractor may be directed by the Engineer to apply permanent erosion control in small or multiple units. The Contractor's attention is directed to "Erosion Control (Type D)" and "Move-In/Move-Out (Erosion Control)" of these special provisions.

The Contractor shall implement, maintain and inspect the following temporary sediment control practices on a year-round basis. The listed practices shall remain in place until their use is no longer needed, as determined by the Engineer.

YEAR-ROUND SEDIMENT CONTROL PRACTICES	LOCATION USED
SC-7 Street Sweeping and Vacuuming	Temporary Construction Entrances
SC-10 Storm Drain Inlet Protection	Existing Storm Drains

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 15 and April 15.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices. The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days prior to the start of the rainy season.

Throughout the defined rainy season, the active disturbed soil area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active disturbed soil area limit. Soil stabilization and sediment control materials shall be maintained on site sufficient to protect disturbed soil areas. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect disturbed soil areas prior to the onset of precipitation.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:

- A. Prior to a forecast storm.
- B. After a precipitation event which causes site runoff.
- C. At 24 hour intervals during extended precipitation events.
- D. Routinely, a minimum of once every 10 working days outside of the defined rainy season.
- E. Routinely, a minimum of once every 7 calendar days during the defined rainy season.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of 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 5 working days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The Contractor shall notify the Engineer at least 3 working days in advance of first-time non-storm water discharge events, excluding exempted discharges. The Contractor shall notify the Engineer of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

Annual Certifications

By June 15 of each year, the Contractor shall complete and submit an Annual Certification of Compliance, as contained in the Preparation Manual, to the Engineer.

SAMPLING AND ANALYTICAL REQUIREMENTS

The Contractor is required to implement specific sampling and analytical procedures to determine whether BMPs implemented on the construction site are: (a) preventing further impairment by sediment in storm waters discharged into water bodies listed as impaired for sediment, siltation or turbidity and (b) preventing other pollutants that are known or should be known by permittees to occur on construction sites that are not visually detectable in storm water discharges, from causing or contributing to exceedances of water quality objectives.

The project has the potential to discharge non-visible pollutants in storm water from the construction site. The project SWPPP shall contain a Sampling and Analysis Plan (SAP) that describes the sampling and analysis strategy and schedule to be implemented on the project for monitoring non-visible pollutants in conformance with this section.

The SAP shall identify potential non-visible pollutants that are known or should be known to occur on the construction site associated with the following: (1) construction materials, wastes or operations; (2) known existing contamination due to historical site usage; or (3) application of soil amendments, including soil stabilization products, with the potential to alter pH or contribute toxic pollutants to storm water. Planned material and waste storage areas, locations of known existing contamination, and areas planned for application of soil amendments shall be shown on the SWPPP Water Pollution Control Drawings.

The SAP shall identify a sampling schedule for collecting a sample down gradient from the applicable non-visible pollutant source and a sufficiently large uncontaminated control sample during the first two hours of discharge from rain events during daylight hours which result in a sufficient discharge for sample collection. If run-on occurs onto the non-visible pollutant source, a run-on sample that is immediately down gradient of the run-on to the Department's right of way shall be collected. A minimum of 72 hours of dry weather shall occur between rain events to distinguish separate rain events.

The SAP shall state that water quality sampling will be triggered when any of the following conditions are observed during the required storm water inspections conducted before or during a rain event:

- A. Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions.
- B. Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but (1) a breach, leakage, malfunction, or spill is observed; and (2) the leak or spill has not been cleaned up prior to the rain event; and (3) there is the potential for discharge of non-visible pollutants to surface waters or drainage system.
- C. Construction activities such as Portland cement concrete grinding or saw cutting, or the application of fertilizer, pesticide, herbicide, or curing compound have occurred during a rain event or within 24 hours preceding a rain event, and there is the potential for discharge of pollutants to surface waters or drainage system.
- D. Soil amendments, including soil stabilization products, with the potential to alter pH levels or contribute toxic pollutants to storm water runoff have been applied, and there is the potential for discharge of pollutants to surface waters or drainage system (unless independent test data are available that demonstrate acceptable concentration levels of non-visible pollutants in the soil amendment).
- E. Storm water runoff from an area contaminated by historical usage of the site is observed to combine with storm water, and there is the potential for discharge of pollutants to surface waters or drainage system.

The SAP shall identify sampling locations for collecting down gradient and control samples, and the rationale for their selection. The control sampling location shall be selected where the sample does not come into contact with materials, wastes or areas associated with potential non-visible pollutants or disturbed soil areas. Sampling locations shall be shown on the SWPPP Water Pollution Control Drawings. Only trained personnel shall collect water quality samples and be identified in the SAP. Qualifications of designated sampling personnel shall describe training and experience, and shall be included in the SWPPP. The SAP shall state monitoring preparation, sample collection procedures, quality assurance/quality control, sample labeling procedures, sample collection documentation, sample shipping and chain of custody procedures, sample numbering system, and reference the construction site health and safety plan.

The SAP shall identify the analytical method to be used for analyzing down gradient and control samples for potential non-visible pollutants on the project. For samples analyzed in the field by sampling personnel, collection, analysis, and equipment calibration shall be in conformance with the Manufacturer's specifications. For samples that will be analyzed by a laboratory, sampling, preservation, and analysis shall be performed by a State-certified laboratory in conformance with 40 CFR 136. The SAP shall identify the specific State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method to be used. A list of State-certified laboratories that are approved by the Department is available at the following internet site: http://www.dhs.ca.gov/ps/ls/elap/html/lablist_county.htm.

The Contractor shall submit a hard copy and electronic copy of water quality analytical results and quality assurance/quality control data to the Engineer within 5 days of sampling for field analyses and within 30 days for laboratory analyses. Analytical results shall be accompanied by an evaluation from the Contractor to determine if down gradient samples show elevated levels of the tested parameter relative to levels in the control sample. If down gradient or downstream samples, as applicable, show increased levels, the Contractor will assess the BMPs, site conditions, and surrounding influences to determine the probable cause for the increase. As determined by the assessment, the Contractor will repair or modify BMPs to address increases and amend the SWPPP as necessary. Electronic results (in one of the following file formats: .xls, .txt, .csv, .dbs, or .mdb) shall have at a minimum the following information: sample identification number, contract number, constituent, reported value, method reference, method detection limit, and reported detection limit. The Contractor shall document sample collection during rain events.

Water quality sampling documentation and analytical results shall be maintained with the SWPPP on the project site until a Notice of Completion has been submitted and approved.

If construction activities or knowledge of site conditions change, such that discharges or sampling locations change, the Contractor shall amend the SAP in conformance with this section, "Water Pollution Control."

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment 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 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution water pollution control practices, except those for which there is a contract item of work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. No payment will be made for the preparation, collection, analysis, and reporting of storm water samples required where appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

For items identified on the approved Water Pollution Control Cost Break-Down, the cost of maintaining the temporary water pollution control practices shall be divided equally by the State and the Contractor as follows:

Soil Stabilization

Temporary water pollution control practices except:
SS-1 Scheduling
SS-2 Preservation of Existing Vegetation

Sediment Control

Temporary water pollution control practices except:
SC-7 Street Sweeping and Vacuuming

Wind Erosion Control

No sharing of maintenance costs will be allowed.

Tracking Control

TC-1 Stabilized Construction Entrance/Exit.

Non-Storm Water Management

No sharing of maintenance costs will be allowed.

Waste Management & Materials Pollution Control

No sharing of maintenance costs will be allowed.

The division of cost will be made by determining the cost of maintaining water pollution control practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost. Cleanup, repair, removal, disposal, improper installation, and replacement of water pollution control practices damaged by the Contractor's negligence, shall not be considered as included in the cost for performing maintenance.

The provisions for sharing maintenance costs shall not relieve the Contractor from the responsibility for providing appropriate maintenance on items with no shared maintenance costs.

Full compensation for non-shared maintenance costs of water pollution control practices, as specified in this section, "Water Pollution Control," shall be considered as included in the contract lump sum price paid for water pollution control and no additional compensation will be allowed therefor.

Water pollution control practices for which there is a contract item of work, will be measured and paid for as that contract item of work.

10-1.03 TURBIDITY CONTROL

Turbidity control work shall conform to the Standard Specifications, the plans, these special provisions, and with all regulatory permits and waste discharge requirements pertaining to any work that has the potential to cause turbidity within the project limits. Turbidity control work shall consist of implementing control measures to limit transport of disturbed sediment into environmentally sensitive areas (ESA). Except as specified in the Standard Specifications and these special provisions, compliance monitoring for turbidity will be performed by the Engineer in conformance with regulatory permits, waste discharge requirements and a turbidity monitoring program developed by the Department.

Attention is directed to "Environmentally Sensitive Areas (General)" of these special provisions.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Turbidity Control", including but not limited to, compliance with the applicable provisions of Permits, and Federal, State and local regulations. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, money due the Contractor under the contract, in an amount determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other local, State, or federal requirement, the Engineer may retain money due the Contractor, subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section "Turbidity Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

Turbidity is defined as the condition that prevails when sediment and debris are suspended in water, resulting in diminished water clarity. Turbidity will be measured using an optical backscatter meter providing a minimum of 30-second weighted average turbidity reading in mg/liter or nephelometric turbidity units (NTU).

In the event that the Contractor chooses to access to and from the work area through the temporary construction access trestle and barge access areas, as shown on the plans, a Turbidity Control Plan for all work that has the potential to cause turbidity shall be submitted to the Engineer for review and approval 30 working days before beginning work in marine environments. The Contractor shall allow 15 working days for the Engineer to review and approve the plan. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the plan within 10 working days of receipt of the Engineer's comments and shall allow 5 working days for the Engineer to review and approve the revisions. The Turbidity Control Plan shall describe equipment used to do work that has the potential to cause turbidity, operation schedule, deployment of turbidity control measures and containment contingency. Plans and working drawings shall be submitted in accordance with "Working Drawings" of these special provisions. Three copies of the plan shall be furnished to the Engineer initially with equal copies furnished following subsequent revisions and updating. Final approval of the plan will be subject to field testing. The Contractor shall demonstrate that the proposed turbidity control measures work as intended under actual working and field conditions. At the time of approval, the Contractor shall incorporate the dewatering plan into the approved SWPPP via the established amendment process as described within "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions.

All work that has the potential to cause turbidity within 100 meters of a non-land-based ESA boundary as shown on the plans shall have turbidity control measures implemented to conform with regulatory permits and to protect the ESA. The following control measures, as a minimum, shall be installed and maintained within this 100 meter zone:

Install engineered silt curtains along the ESA boundary or along the perimeter of the work area at a location where the silt curtain will remain floating during lower low tides.

In addition, if the control measures fail to adequately control turbidity in accordance with regulatory permits, the following additional control measures shall be implemented in conjunction with those listed above to enhance turbidity control:

- A. Modify construction practices to minimize sediment disturbance and drift;
- C. Modify size and type of marine equipment employed; and
- D. Conduct work during tidal periods that result in sediment transport away from all ESA.

The tide time period shall be in accordance with the time period and tidal fluctuation outlined in the National Oceanic Atmospheric Administration (NOAA) Tide Station at Yerba Buena Island.

All removed control measures shall be disposed of in accordance with section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

The following increases in natural background turbidity of the receiving water within the ESA will be allowed:

Natural Background Turbidity (NTU)	Allowed Increase
0 to 49	Receiving water turbidity may be increased to 50 NTU
50 and greater	10 percent

In the event that these allowable increases are exceeded for a continuous period of 4 hours; or for 8 hours or more during any 1 week period from October 1 - March 31; or for 16 hours or more in any 1 week period from April 1 - September 31, the work causing the increase shall be suspended until turbidity levels have dropped below the allowable limit for a minimum of 4 consecutive hours. The Engineer shall decide if additional control measures are needed.

Temporary suspension of work shall conform to the provisions in Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications. If the Contractor fails to conform to the provisions of "Turbidity Control", the Engineer may

order the suspension of specific aquatic construction operations. . No further work shall be performed on the ongoing operation until the turbidity control measures are adequate and, if required by the Engineer, a revised turbidity control plan has been accepted.

If the Contractor fails to correct the identified deficiency by the date agreed upon, the project shall be in noncompliance. The Engineer will notify the Contractor in writing when the project is out of compliance with the turbidity control plan.

The State will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised turbidity control plan, nor for any delays to the work due to the Contractor's failure to submit an acceptable turbidity control plan.

The Contractor is directed to Section 5-1.01, "Authority of the Engineer," of the Standard Specifications and the payment section of these special provisions for possible noncompliance penalties.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Turbidity Control" as determined by the Engineer.

Retention for failure to conform to the provisions in this section "Turbidity control" shall be in addition to the other retention provided for in the contract and to any retentions due to a failure to comply with the permit or any other local, State, or federal requirement.

The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment, in conformance with Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications, following the date that an approved Turbidity control Plan has been implemented and maintained, and turbidity is adequately controlled, as determined by the Engineer.

PAYMENT

The contract lump sum price paid for turbidity control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in turbidity control complete in place, including development and submittal of the turbidity control plan and removal and disposal of all measures, when no longer necessary, as specified in these special provisions, and as directed by the Engineer.

10-1.04 NON-STORM WATER DISCHARGES

Non-storm water discharges shall conform to the requirements in Section 7-1.01G, "Water Pollution" of the Standard Specifications, "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions, and these special provisions.

Conformance with the requirements of this section shall in no way relieve the Contractor from the Contractor's responsibilities, as provided in Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Responsibility for Damage," of the Standard Specifications.

EXCAVATION DEWATERING

Suspended solids shall be removed to the extent that visible, floating products are not apparent within the discharge. In addition, the purity of the discharge shall be such that turbidity and apparent color beyond present natural background levels are not noticeable within the receiving water body. Turbidity shall be measured in Nephelometric Turbidity Units (NTU). The point of effluent discharge shall not cause bottom sediments or aquatic vegetation to become dislodged or disturbed.

The Contractor shall monitor both the discharge and the receiving water body. The observations made during monitoring shall include the color difference, size of affected area, presence of suspended material, presence of water fowl or aquatic wildlife, wind direction and velocity, tidal condition, atmospheric condition, time, and date. In addition, the Contractor shall supplement the observations with photographs. During monitoring events, the Contractor shall obtain depth-averaged turbidity and pH measurements for the discharge and receiving water. Depth-averaged measurements shall be obtained by taking measurements from 3 points within the water column and averaging the 3 measurements: one at 0.3 m below the surface, one at mid depth, and one at 0.3 m above the bottom. In receiving waters that are less than 1.0 meter in depth, only one measurement shall be taken at 0.3 m below the surface. All field-recorded data shall be obtained and recorded in the presence of the Engineer. Only meters that are approved by the Engineer shall be used for obtaining field measurements. The Contractor shall submit a copy of the manufacturer specifications for all measuring instruments used including the operating instructions, the calibration instructions and calibration log. All calibrations shall be done in accordance with the manufacturer's instructions and in the presence of the Engineer.

The Contractor shall conduct monitoring, at a minimum, one hour before discharge, ten minutes after initiating discharge, four hours after initiating discharge, once daily after the initial startup monitoring, and upon cessation of discharge. The receiving water turbidity and pH shall be measured at a location that is unaffected by the discharge at the

same frequency as the discharge monitoring. The observations, turbidity, and pH measurements shall be recorded daily in a tabular format provided within the Storm Water Pollution Prevention Plan, as described within "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions. The daily report shall include photographs and shall be provided daily to the Engineer prior to close of business for each working day.

The following increases in natural background turbidity of the receiving water will be allowed:

Natural Background Turbidity (NTU)	Allowed Increase
0 to 49	Receiving water turbidity may be increased to 50 NTU
50 and greater	10 percent

Observations and measurements which indicate that the discharge causes an increase in turbidity by more than allowed or a variation of natural background pH by more than 0.5 pH units shall be immediately reported to the Engineer. If the increase is confirmed by an additional measurement obtained no less than 15 minutes and no more than 1 hour after the initial measurement, the discharge activity shall immediately cease, and corrective actions undertaken to modify, repair, or replace the equipment used for the discharge. The resumption of discharge activities shall be allowed upon approval of the corrective measures by the Engineer.

Surface runoff shall not be allowed to enter the excavation. Water contaminated by the Contractor's operations, such as the use of slurry cement to construct cast-in-place piles, shall be treated to meet the permitted requirements for discharge or removed from the site to an appropriately licensed liquid disposal facility.

The Contractor shall submit to the Engineer, as provided in Working Drawings," of these special provisions, a Dewatering Plan that includes the following:

- A. Dewatering Operation Description - written description of all dewatering operations that shall include, but is not limited to, start up date of discharge, an estimate of the discharge volume, flow rate, frequency, and maximum capacity of the treatment equipment.
- B. Working Drawings - working drawings of dewatering operations showing both a sectional and plan view that details the removal techniques for suspended solids and known or introduced groundwater contaminants. The drawings shall define the flow path and placement of pipes, hoses, pumps, treatment systems, holding tanks, and other equipment used to convey the discharge; the general position of the dewatering measures relative to the excavations undergoing dewatering; and the point of effluent discharge.

The plan shall be submitted 25 working days before beginning dewatering operations for review and approval by the Engineer. Excavation operations that require dewatering will not be allowed until the plan has been approved by the Engineer and the San Francisco Bay Regional Water Quality Control Board. At the time of approval, the Contractor shall incorporate the dewatering plan into the approved SWPPP via the established amendment process as described within "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions.

STOCKPILE DEWATERING

The Contractor shall prevent the flow of water, including groundwater, surface runoff and tidal flow from entering any temporary stockpiles on land.

The Contractor shall depict and describe within the Storm Water Pollution Prevention Plan (SWPPP), as specified in "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions, the methods and measures that will be used to dewater temporary stockpiles when free liquids are present, to seal the sides and bottom of the temporary stockpiles, and to prevent the flow of water into the stockpiles. Operations producing water will not be permitted until the Engineer has approved the SWPPP or an amendment to the SWPPP for performing this operation.

The Contractor is responsible for all work, records, reports, and costs involved in handling the water. The Contractor shall supply all analytical data, dewatering volume records, and written requests for discharge to the Engineer for approval before discharging any water. The Engineer shall have up to 5 working days for review and approval of discharge.

INSPECTION

The Contractor shall conduct a daily inspection of the dewatering equipment, when in use, and ensure that all components are functional and routinely maintained to prevent leakage before removal of suspended solids. If any component of the dewatering equipment is damaged so that the performance of the equipment is diminished below allowable operational levels, the dewatering operation shall be discontinued and the component shall be repaired or replaced with substitute equipment.

SPILL CONTINGENCY

The Contractor shall prepare and submit to the Engineer a contingency plan for the management of spills or leaks of any materials or wastes that may impact the water quality of the San Francisco Bay.

The spill contingency plan shall be incorporated within the SWPPP, as specified in "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions.

The contingency plan shall include instructions and procedures for reporting spills, and a list of spill containment and collection materials and equipment to be maintained onsite. The contingency plan shall be reviewed and updated quarterly.

LIQUIDS, RESIDUES AND DEBRIS

The Contractor shall prevent the discharge of slurries, liquids, residues, or debris produced during the work to storm water facilities or surface waters of the State. The SWPPP shall, at a minimum, depict and describe the procedural and structural methods of detaining, collecting, and disposing of all slurries, liquids, residues, and debris associated with the operations. Sufficient redundancy shall be incorporated into the procedural and structural methods such that the slurries, liquids, residues, and debris are not conveyed into or become present in drainage systems, San Francisco Bay, or other water bodies.

PAYMENT

The contract lump sum price paid for non-storm water discharges shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in non-storm water discharges, complete in place, as shown on the plans, as specified in the Standard Specifications, and these special provisions, and as directed by the Engineer.

10-1.05 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, installed, maintained, and later removed in conformance with the details shown on the plans, as specified in these special provisions and as directed by the Engineer.

MATERIALS

Used materials may be installed provided the used materials conform to these special provisions. Materials for temporary fence (Type ESA) shall conform to the following:

High Visibility Fabric

High visibility fabric shall be machine produced mesh manufactured from polypropylene or polyethylene and shall be orange in color. High visibility fabric may be virgin or recycled polymer materials, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet (UV) resistant. High visibility fabric shall be a minimum of 1.22 m in width with a maximum mesh opening of 50 mm x 50 mm. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Posts

Posts for temporary fence (Type ESA) shall be of one of the following:

- A. Posts shall be fir or pine, a minimum of 38 mm x 50 mm in size, and a minimum 1.6 m in length. One end of the post shall be pointed. Posts shall not be treated with wood preservative.
- B. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.6 m. One end of the steel post shall be pointed and the other end shall have a high visibility colored top.

Fasteners

Fasteners for attaching high visibility fabric to the posts shall be as follows:

- A. The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples, or as recommended by the manufacturer or supplier, as determined by the Engineer.
- B. Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. Maximum spacing of tie wire or fasteners shall be 600 mm along the length of the steel post.

INSTALLATION

Temporary fence (Type ESA) shall be installed as follows:

- A. Posts shall be driven into the soil a minimum of 400 mm. Posts shall be spaced at 2-m centers minimum and shall at all times support the fence in a vertical, upright position.
- B. Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work and a sufficient distance from protected plants to enclose all of the foliage canopy and not encroach upon visible roots of the plants.
- C. Temporary fence (Type ESA) shall be located to be unobstructed from view, as determined by the Engineer.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed temporary fence (Type ESA) shall become the property of the Contractor and shall be removed from the site of the work, except when reused as provided in this section.

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

MAINTENANCE

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurred.

MEASUREMENT AND PAYMENT

Temporary fence (Type ESA) shall be measured in the manner specified for permanent fences in Section 80, "Fences," of the Standard Specifications.

The contract price paid per meter for temporary fence (Type ESA) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary fence (Type ESA) complete in place, including maintenance and removal and disposal of materials, as specified in these special provisions, and as directed by the Engineer.

10-1.06 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed in conformance with the details as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary concrete washout facilities shall be used as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall include the use of temporary concrete washout facilities.

Attention is directed to "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions.

MATERIALS

Plastic Liner

Plastic liner shall be single ply, new polyethylene sheeting, a minimum of 0.25-mm thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liner shall not have seams or overlapping joints.

Gravel-filled Bags

Gravel-filled bag fabric shall be non-woven polypropylene geotextile (or comparable polymer), with a minimum unit weight of 235 g/m². The fabric shall have a minimum grab tensile strength of 0.89-kilonewtons in conformance to the requirements in ASTM Designation: D 4632, 25-mm grip, and an ultraviolet (UV) stability of 70 percent tensile strength retained after 500 hours in conformance to the requirements in ASTM Designation: D 4355, xenon arc lamp method.

Gravel-filled bags shall be between 600 mm and 800 mm in length, and between 400 mm and 500 mm in width.

Gravel shall be between 5 mm and 75 mm in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials. The opening of filled gravel-filled bags shall be secured such that gravel does not escape. Gravel-filled bags shall be between 13 kg and 22 kg in mass.

Straw Bales

Straw for straw bales shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications.

Straw bales shall be a minimum of 360 mm in width, 450 mm in height, 900 mm in length and shall have a minimum mass of 23 kg. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Wire shall be a minimum 1.57 mm (16-gage) baling wire. Nylon or polypropylene string shall be approximately 2 mm in diameter with 360 N of breaking strength.

Stakes

Stakes shall be 50 mm x 50 mm wood posts. Metal stakes may be used as an alternative, and shall be a minimum 13 mm in diameter. Stakes shall be a minimum 1200 mm in length. The tops of metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, to the Engineer prior to installation.

Staples

Staples shall be as shown on the plans.

Signs

Signs shall be constructed as shown on the plans. Wood posts shall conform to the provisions in Section 56-2.02B, "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in Section 56-2.02D, "Sign Panel Fastening Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

INSTALLATION

Temporary concrete washout facilities shall be installed on grade or below grade as shown on the plans and as follows:

- A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 15 m from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.
- B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 56-2.03, "Construction," and Section 56-2.04, "Sign Panel Installation," of the Standard Specifications and as shown on the plans.
- C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
- D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations for all concrete wastes. These facilities shall be constructed to contain all liquid and concrete waste without seepage, spillage or overflow.
- E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material

The Contractor may use an alternative temporary concrete washout facility if approved by the Engineer in writing. The Contractor shall submit details for an alternative temporary concrete washout facility to the Engineer at least 7 days prior to installation. All increase in cost, including maintenance costs, for the alternative temporary concrete washout facility shall be borne by the Contractor. Increases in the quantity for temporary concrete washout facility will be calculated by dividing the total concrete waste capacity of the installed alternative facilities by the total concrete waste capacity of the quantity of temporary concrete washout facility shown in the Engineer's estimate. The alternative temporary concrete washout facility shall be installed and maintained in conformance with these special provisions.

When temporary concrete washout facilities are no longer required for the work, as determined by the Engineer, the hardened concrete and liquid residue shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Material used to construct temporary concrete washout facilities shall become the property of the Contractor, shall be removed from the site of the work, and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Holes, depressions or other ground disturbance caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 300 mm. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. Plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

PAYMENT

The contract unit price paid for temporary concrete washout facilities shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary concrete washout facilities, complete in place, including maintenance, removal of materials, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.07 TEMPORARY SOIL STABILIZER

Temporary soil stabilizer shall be applied to control the amount of bare active and non active disturbed areas as described in "Water pollution Control" elsewhere in these special provisions. Temporary soil stabilizer shall be applied in conformance with these special provisions.

Temporary soil stabilizer shall consist of applying a bonded fiber matrix soil stabilizer to active and non-active disturbed areas.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

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

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the following requirements for soil stabilizers:

Emulsion Material (Solids)

Stabilizing emulsion (solids) shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions. Stabilizing emulsion (solids) shall be nonflammable, non-toxic to plants and animals, shall have no growth or germination inhibiting factors, and shall have an effective life of at least one year.

Stabilizing emulsion (solids) shall be an organic bonding tackifier of high viscosity colloidal polysaccharide with activating agents, or a blended hydrocolloid-based binder. The stabilizing emulsion (solids) shall not dissolve or disperse upon rewetting. The stabilizing emulsion (solids) shall be bonded to the fiber or prepackaged with the fiber by the manufacturer. The stabilizing emulsion (solids), including activating agents and additives, shall be 10 percent by weight, minimum, of the fiber.

Fiber

Fiber shall conform to the provisions in Section 20-2.07, "Fiber," of the Standard Specifications and these special provisions. Fiber shall be long strand, virgin wood fibers, thermo-mechanically defibrated from clean whole wood chips, containing a minimum of 25% of the fibers averaging 10 mm long, with a minimum of 50% or more retained on a #24 mesh screen. The wood chips shall be processed in such manner to contain no lead paint, printing ink, varnish, petroleum products, or seed germination inhibitors. Fiber shall not be produced from recycled material such as sawdust, paper, cardboard, or chlorine bleached paper mill residue. A coloring agent shall be included and shall be biodegradable and non-toxic.

APPLICATION

Temporary soil stabilizer shall be applied in conformance with the Construction Contractors Guide and Specifications of the Caltrans Storm Water Quality Handbooks. The material shall be applied in successive layers to avoid slumping and aid drying. Materials shall be applied from two or more directions to avoid shadowing effects and to cover 100% of the soil surface, not less than 3 mm deep and as follows:

The first application shall consist of applying water to all areas, with hydro-seeding equipment, to be treated with the soil stabilizer. Water shall be applied uniformly and with the proper nozzle to disperse the flow such that the soil surface is thoroughly wet but not to the extent to where excessive runoff is generated. All soil areas to be stabilized must be wet prior to the application of stabilizing emulsion.

Successive applications shall follow consisting of applying the following mixture with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope measurement)
Bonded Fiber*	4000.00

*Includes fiber and stabilizing emulsion (solids).

The dilution of stabilizing emulsion (solids) to water (liter) per hectare shall be as required to facilitate even application of material. Several applications may be required to apply all specified materials.

The application of soil stabilizer will be applied in a down slope direction to provide uniform coverage when possible. Application of material shall be performed during dry weather with a minimum of 8 hours of dry weather predicted following application prior to any anticipated rain.

Any areas disturbed or displaced by construction operations or equipment following application shall be replaced by the Contractor at no cost to the State.

MEASUREMENT AND PAYMENT

Temporary soil stabilizer will be measured and paid for by the square meter.

Temporary soil stabilizer placed at locations other than as shown on the project plans or directed by the Engineer, in conformance with the Contractor's Storm Water Pollution Prevention Plan will not be measured and will be paid for as specified in "Water Pollution Control" of these special provisions.

The contract price paid per square meter for temporary soil stabilizer shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary soil stabilizer, complete in place, including furnishing and applying bonded fiber matrix as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.08 TEMPORARY COVER

Temporary cover shall be furnished, installed, maintained, and later removed in conformance with the details as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The Contractor shall use temporary cover as one of the various measures to prevent water pollution. The Storm Water Pollution Control program shall include the use of temporary cover.

Attention is directed to "Water Pollution Control" of these special provisions. Temporary cover is used as a temporary soil stabilization control. Temporary cover used to cover materials other than exposed soil shall not be allowed unless approved in advance by the Engineer.

MATERIALS

Temporary Cover Fabric

Temporary cover fabric shall be either a geomembrane (plastic sheeting) or a geotextile (engineering fabric) conforming to one of the following requirements:

- A. The geotextile shall be a woven, slit film fabric which is also known as woven tape. The fabric shall be non-biodegradable, resistant to deterioration by sunlight, and inert to most soil chemicals. Edges of the woven, silt film fabric shall be selvaged or serged to prevent unraveling. The temporary cover fabric shall also conform to the following requirements:

Specification	Requirements
Grab tensile strength (25-mm grip), kilonewtons, minimum ASTM Designation: D4632*	0.89
Elongation at break, percent, minimum ASTM Designation: D4632*	15
Toughness, kilonewtons, minimum (percent elongation x grab tensile strength)	13.3
Permittivity, l/sec, maximum, (liters per minute per square meter) ASTM Designation: D 4491	0.08 (244)
Ultraviolet light stability, percent tensile strength retained after 500 hours, minimum ASTM Designation: D 4355 (xenon arc lamp method)	70

* or appropriate test method for specific polymer

- B. Geomembrane shall consist of 0.25-mm thick, single-ply material in conformance to the requirements in ASTM Designation: D 5199.

The geomembrane or geotextile shall be manufactured from polyethylene or polypropylene, or comparable polymers in conformance with these special provisions. The polymer materials may be virgin, recycled, or a combination of virgin and recycled materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Restrainers

Restrainers for securing the temporary cover fabric on the slope and stockpile shall consist of one or a combination of the following:

- A. Gravel-filled bags, when used as restrainers, shall be knotted, roped, and placed at a maximum of 2 m apart on the temporary cover fabric as shown on the plans. Gravel-filled bags shall be between 600 mm and 800 mm in length, and between 400 mm and 500 mm in width. The gravel bag fabric shall be non-woven polypropylene geotextile with a minimum unit weight of 235 g/m². The fabric shall have a minimum grab tensile strength (25 mm grip) of 0.89 kN in conformance to the requirements in ASTM Designation: D 4632, and an ultraviolet (UV) stability of 70 percent tensile strength retained after 500 hours in conformance to the requirements in ASTM Designation: D 4355, xenon arc lamp method. Gravel shall consist of non-cohesive material between 5 mm and 75 mm in diameter, free of clay balls, organic matter, and other deleterious material. The opening of filled gravel bags shall be secured to prevent escape of gravel. Each filled gravel bag shall be between 13 kg and 22 kg in mass.
- B. Restrainers consisting of steel anchor with wooden lath shall be fabricated and placed as shown on the plans. Wooden lath shall conform to the provisions in Section 20-2.12, "Lumber," of the Standard Specifications and shall be fir or pine, 38 mm x 89 mm in size, and 2.4 m in length. The wooden lath shall be secured to the temporary cover with steel anchors placed 1.2 m apart along the lath.

The Contractor may use an alternative restrainer if approved by the Engineer in writing. The Contractor shall submit details for an alternative restrainer to the Engineer prior to installation. Any increase in cost for the alternative restrainer shall be borne by the Contractor. The alternative restrainer shall be installed and maintained in conformance with these special provisions.

INSTALLATION

Temporary cover shall be installed as follows:

- A. Temporary cover fabric shall be placed and anchored as shown on the plans.
- B. Abutting edges of the temporary cover fabric shall overlap a minimum length of 0.6-m. Non-abutting edges shall be embedded in the soil a minimum length of 150 mm.
- C. Restrainers shall be placed at the overlap area and along the toe of the slope. Restrainers outside the overlap areas shall be placed at a maximum spacing of 2.4 m apart.

- D. Steel anchors shall be installed to allow the leg of the steel anchor to pierce through the temporary cover fabric into the slope with the crown section securing the wooden lath firmly against the slope.
- E. Earthen berm, a linear sediment barrier, shall be constructed adjacent to the toe of the slope with a minimum height of 200 mm and a minimum width of 940 mm. The earthen berms shall be hand or mechanically compacted. Alternative linear sediment barrier may be used at the Contractor's expense if approved by the Engineer in writing.

Temporary cover that is damaged as a result of the Contractor's operations shall be replaced by the Contractor at his expense.

When no longer required as determined by the Engineer, temporary cover shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

MAINTENANCE

The Contractor shall maintain the temporary cover throughout the contract to prevent displacement or migration of the stockpiled material.

Temporary cover shall be maintained to minimize exposure of the protected area. Restrainers shall be relocated and secured as needed to restrain the temporary cover fabric in place. Temporary cover that breaks free shall be immediately secured. Holes, tears, and voids in the temporary cover fabric shall be replaced, or patched and repaired. When patches or repairs are unacceptable as determined by the Engineer, the temporary cover shall be replaced.

PAYMENT

The contract price paid per square meter for temporary cover shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing, maintaining, and removing the temporary cover, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. If the Contractor removes the temporary cover in order to facilitate other works, the temporary cover shall be replaced and secured by the Contractor at no additional cost to the State.

10-1.09 TEMPORARY FENCE (TYPE WM-1.8)

Temporary fence (Type WM-1.8) shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary fence (Type WM-1.8) shall consist of a WM fence covered with a combination of silt fence and high visibility fabric. Given that the fence will be installed on steep terrain, additional support guy wires shall be installed to posts to resist deflection due to the accumulation of built up material.

Except as otherwise specified in this section, temporary fence (Type WM-1.8) shall conform to the plan details and the specifications for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

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

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

MATERIALS

Silt Fence Fabric

Silt fence fabric shall be geotextile and manufactured from woven polypropylene or polymer material. Silt Fence Fabric may be virgin or recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Silt fence fabric shall conform to the following requirements:

Specification	Requirements
Width, mm, minimum.	900
Grab tensile strength (25 mm grip), kilonewtons, minimum in each direction ASTM Designation: D 4632	0.45
Elongation, percent, minimum in each direction ASTM Designation: D 4632 (25 mm grip)	15
Ultraviolet stability, percent tensile strength retained after 500 hours, minimum ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering device)	70

High Visibility Fabric

High visibility fabric shall be machine produced mesh manufactured from polypropylene or polyethylene and shall be orange in color. High visibility fabric may be virgin or recycled polymer materials, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet (UV) resistant. High visibility fabric shall be a minimum of 1.22 m in width with a maximum mesh opening of 50 mm x 50 mm. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Support Guy Wires

Support wires shall be 2 strand braided wire conforming to Section 80-3.01F "Miscellaneous" of the Standard Specifications.

Posts shall be metal.

Galvanizing and painting of steel items will not be required.

Concrete footings for metal posts will not be required except at angle points or locations where individual post stability would be increased by installation of a concrete footing as determined by the Engineer.

Temporary fence (Type WM-1.8) that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence (Type WM-1.8) shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary fence (Type WM-1.8) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Temporary fence (Type WM-1.8) will be measured and paid for in the same manner specified for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Full compensation for maintaining, removing, and disposing of temporary fence (Type WM-1.8) and installing additional support guy wires shall be considered as included in the contract price paid per meter for temporary fence (Type WM-1.8) and no additional compensation will be allowed therefor.

10-1.10 TEMPORARY FENCE AND GATE

Temporary fence and gate shall be (Type CL-2.4) with barbed wire extension arms, and shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

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

Barbed wire supporting arms (extension arms) shall extend upwards from the tops of the fence posts at an approximate angle of 45 degrees and shall be fitted with clips or other suitable means for attaching 3 lines of barbed wire. The top outside wire shall be attached to the extension arm at a point approximately 300 mm above the top of the chain link fabric and 300 mm out from the fence line. The other wires shall be attached to the arm uniformly between the top of the fence and the top outside wire.

Barbed wire shall conform to the provisions in Section 80-3.01C, "Barbed Wire," of the Standard Specifications.

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

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

Galvanizing and painting of steel items will not be required.

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

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

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

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

The temporary fence and gate will be measured and paid for in the same manner specified for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Full compensation for maintaining, removing, and disposing of temporary fence shall be considered as included in the contract prices paid per meter for temporary fence (Type CL-2.4) with barbed wire extension arms and no additional compensation will be allowed therefor.

Full compensation for installing, maintaining, removing, and disposing of temporary gate shall be considered as included in the contract unit price paid for 3.66-m temporary gate (Type CL-2.4) with barbed wire extension arms and no additional compensation will be allowed therefor.

10-1.11 TEMPORARY CONSTRUCTION ENTRANCE

Temporary construction entrance shall be constructed, maintained, and later removed in conformance with the details as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary construction entrance shall be either Type 1 or Type 2 at the option of the Contractor.

The Contractor shall use temporary construction entrance as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall include the use of temporary construction entrance.

Attention is directed to "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions. Temporary construction entrance is used as a temporary sediment tracking control.

MATERIALS

Temporary Entrance Fabric

Temporary entrance fabric shall be manufactured from polyester, nylon or polypropylene material or any combination thereof. Temporary entrance fabric shall be a nonwoven, needle-punched fabric, and free of any needles which may have broken off during the manufacturing process. Temporary entrance fabric shall be permeable and shall not act as a wicking agent.

Temporary entrance fabric shall be manufactured from virgin or recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Temporary entrance fabric shall conform to the following requirements:

Specification	Requirements
Mass per unit area, grams per square meter, minimum ASTM Designation: D 5261	235
Grab tensile strength (25-mm grip), kilonewtons, minimum ASTM Designation: D4632*	0.89
Elongation at break, percent, minimum, ASTM Designation: D4632*	50
Toughness, kilonewtons, minimum (percent elongation x grab tensile strength)	53

* or appropriate test method for specific polymer

Rocks

Rocks shall be angular to subangular in shape, and shall conform to the material requirements in Section 72-2.02, "Materials," of the Standard Specifications for apparent specific gravity, absorption, and durability index. Rocks used for the temporary entrance shall conform to the following sizes:

Square Screen Size (mm)	Percentage Passing
150	100
75	0-20

Corrugated Steel Panels

Corrugated steel panels shall be prefabricated and shall be pressed or shop welded as shown on the plans, with a slot or hooked section to facilitate coupling at the ends of the panels.

INSTALLATION

Temporary construction entrance shall be installed as follows:

- A. Prior to placing the temporary entrance fabric, the areas shall be cleared of all trash and debris. Vegetation shall be removed to the ground level. Trash, debris, and removed vegetation shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way", of the Standard Specifications.
- B. A sump shall be constructed within 6 m of each temporary construction entrance as shown on the plans. The exact location of the sump will be determined by the Engineer.
- C. Before placing the temporary entrance fabric, the ground shall be graded to a uniform plane with a minimum 90 percent compaction. The ground surface shall be free of sharp objects that may damage the temporary entrance fabric, and shall be graded to drain to the sump as shown on the plans.
- D. Temporary entrance fabric shall be positioned longitudinally along the alignment of the entrance, as directed by the Engineer.
- E. The adjacent ends of the fabric shall be overlapped a minimum length of 300 mm.
- F. During spreading of the rocks, vehicles or equipment shall not be driven directly on the fabric. A minimum of 150 mm thick layer of rocks will be required between the fabric and the spreading equipment to prevent damage to the fabric.
- G. Fabric damaged during rock placement shall be repaired by placing a new piece of fabric over the damaged area. The piece of fabric shall be large enough to cover the damaged area and provide a minimum 450 mm overlap on all edges.
- H. For Type 2 temporary construction entrance, a minimum of 6 coupled panel sections shall be installed for each temporary construction entrance. Prior to installing the panels, the ground surface shall be cleared of all debris to ensure uniform contact with the ground surface.

Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

While a temporary construction entrance is in use, the existing pavement of the adjacent traveled roadway shall be cleaned and sediment removed at least once a day, and as often as necessary when directed by the Engineer. Soil and sediment or other extraneous material tracked onto existing pavement shall not be allowed to enter drainage facilities.

The Contractor may use an alternative temporary construction entrance if approved by the Engineer in writing. The Contractor shall submit details for an alternative temporary construction entrance to the Engineer at least 7 days prior to installation. Any increase in cost for the alternative temporary construction entrance shall be borne by the Contractor. The alternative temporary construction entrance shall be installed and maintained in conformance with these special provisions.

MAINTENANCE

The Contractor shall maintain temporary construction entrance throughout the contract or until removed. The Contractor shall prevent displacement or migration of the rock surfacing or corrugated steel panels. Any significant depressions resulted from settlement or heavy equipment shall be repaired by the Contractor, as directed by the Engineer.

Temporary construction entrance shall be maintained to minimize tracking of soil and sediment onto existing public roads. If buildup of soil and sediment impedes the function of the temporary construction entrance, the Contractor shall

immediately remove and dispose of the soil and sediment, and install additional corrugated steel panels and spread additional rocks to increase the capacity of the temporary construction entrance.

When the temporary construction entrances are no longer required, the rocks, temporary entrance fabric, as well as soil and sediment shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Corrugated steel panels used in the construction of temporary construction entrance shall become the property of the Contractor.

Holes, depressions or other ground disturbance caused by the removal of the temporary construction entrance, including the sumps, shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

PAYMENT

The contract unit price paid for temporary construction entrance shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing and removing the temporary construction entrance, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. The cost of maintaining the temporary construction entrance will be divided equally by the State and the Contractor.

The division of cost will be made by determining the cost of maintaining temporary construction entrance in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications. Clean-up, repair, removal, disposal, replacement because of improper installation, and replacement of temporary construction entrance damaged as a result of the Contractor's negligence will not be considered as included in the cost for performing maintenance.

10-1.12 COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by other contractors may be in progress adjacent to or within the limits of this project during progress of the work on this contract. The Contractor shall be responsible for coordinating with other contractors performing work within these contract limits.

Contracts which may be in progress during the working period of this contract, include, but are not necessarily limited to the following:

1. Contract No. 04-012024 constructing San Francisco-Oakland Bay Bridge structures, Route 80, in the City and County of San Francisco and Alameda County, between KP 1.6 (PM 1.0) and KP 1.6 (PM 1.0).
2. Contract No. 04-0120E4 constructing Piers E2 and T1 foundations of Main Span Bridge structures, in the City and County of San Francisco, on Route 80, at Yerba Buena Island at KP 13.4 (PM 8.3) and at KP 13.8 (PM 8.6)
3. Contract No. 04-0120G4 providing San Francisco-Oakland viaduct retrofit, demolition of the existing Substation and garage, and construction of the new substation and garage, in the City and County of San Francisco, on Route 80, at Yerba Buena Island, between KP 12.6 (PM 7.8) and KP 12.8 (PM 7.9)
4. Contract No. 04-0120F4 constructing Self-Anchored Suspension Bridge Superstructure, in the City and County of San Francisco, on Route 80, between Yerba Buena Island at KP 13.2 (PM 8.2) and the west end of Contract 04-012024 at KP 13.9 (PM 8.7)
5. Contract No. 04-0120P4 reconstructing YBI Structures in the City and County of San Francisco, on Route 80, at Yerba Buena Island, between KP 12.6 (PM 7.8) and KP 13.2 (PM 8.2).
6. Contract No. 04-A1701 providing demolition of YBI Buildings No. 30, 40, 270 and 277, in the City and County of San Francisco, adjacent to Route 80, at Yerba Buena Island, between KP 12.8 (PM 7.9) and KP 13.0 (PM 8.0)
7. Contract No. 04-012044 constructing San Francisco-Oakland Bay Bridge approach structure and roadway on Route 80, between the east end of Contract 04-012024 at KP 1.6 (PM 1.0) and San Francisco-Oakland Toll Plaza at KP 3.2 (PM 2.0).
8. Contract No. 04-002974 constructing Toll Operation Building, and ramps, at the south side of the San Francisco-Oakland Toll Plaza, on Route 80, between KP 1.6 (PM 1.0) and KP 3.7 (PM 2.3), in Alameda County.
9. Contract No. 04-014004 constructing Maintenance Buildings and Maintenance roadway access and reconstructing ramps, on Route 80, between KP 1.6 (PM 1.0) and San Francisco-Oakland Toll Plaza at KP 3.7 (PM 2.3), in Alameda County.
10. Contract No. 04-0435V4 providing Seismic Retrofit by Replacement, on Route 80 from West Anchorage San Francisco-Oakland Bay Bridge at KP 7.9 (PM 4.9) to 5th Street On/Off-Ramps at KP 9.5 (PM 5.9), in the City and County of San Francisco.

11. Contract 04-0435C4 providing Seismic Retrofit and Archeology Investigation, on Route 80, on Route 80 from West Anchorage San Francisco-Oakland Bay Bridge at KP 7.9 (PM 4.9) to 5th Street On/Off-Ramps at KP 9.5 (PM 5.9), in the City and County of San Francisco.
12. Contract No. 04-043554 providing Seismic Retrofit, on Route 80 from 0.2 Mile East of San Francisco Anchorage San Francisco-Oakland Bay Bridge at PM 5.8 (KP 9.3) to Yerba Buena Anchorage San Francisco-Oakland Bay Bridge at PM 7.6 (KP 12.2), in the City and County of San Francisco.
13. Contract No. 04-0435U4 providing Seismic Retrofit, on Route 80 from 0.2 Mile West of San Francisco Anchorage San Francisco-Oakland Bay Bridge at PM 5.5 (KP 8.9) to East End of Yerba Buena Tunnel at PM 7.8 (KP 12.6), in the City and County of San Francisco.
14. Contract No. 04-0120Q4 constructing United States Coast Guard Road Relocation, Building No. 75 Demolition, Utility Relocation and Archaeological Recovery in the City and County of San Francisco, on Route 80, at Yerba Buena Island, between KP 12.7 (PM 7.9) and KP 13.0 (PM 8.1).
15. Contract No. 04-0120R4 constructing the YBI South-South Detour in the City and County of San Francisco, on Route 80, at Yerba Buena Island, between KP 12.6 (PM 7.8) and KP 13.2 (PM 8.2).

Progress schedules for the above contracts, when available, may be inspected by the Contractor. Such progress schedules are tentative and no guarantee can be made by the State that such work will actually be performed as indicated by the schedules.

Furthermore, the Contractor shall be responsible for coordinating with other contractors, agencies or their authorized personnel or representative performing work within these contract limits. It includes:

1. Work by State forces will be in progress within the contract limits during the working period of this contract.
2. Work by Biological Monitoring Contractor and its authorized representatives and personnel will be engaged in monitoring biological activities resulting from the State's entering into agreements with and securing permits from various Local, State and Federal agencies as specified elsewhere in these special provisions.

10-1.13 PROGRESS SCHEDULE (CRITICAL PATH METHOD)

Progress schedules will be required for this contract. Progress schedules shall utilize the Critical Path Method (CPM). Attention is directed to "Cooperation," and "Obstructions" of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7, "Legal Relations and Responsibility," of the Standard Specifications. All schedules are required to reflect a reasonable plan to execute the contract scope of work. The Contractor shall be solely responsible for the content of the schedules and the execution of all contract requirements.

The provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply.

DEFINITIONS

The following definitions apply to this section "Progress Schedule (Critical Path Method)":

- A. Activity: Any task, or portion of a project, which takes time to complete.
- B. Baseline Schedule: The initial CPM schedule representing the Contractor's original work plan, as accepted by the Engineer.
- C. Controlling Operation: The activity considered at the time by the Engineer, within that series of activities defined as the critical path, which if delayed or prolonged, will delay the time of completion of the contract.
- D. Critical Path: The series of activities, which determines the earliest completion of the contract (Forecast Completion Date). This is the longest path of activities having the least amount of float.
- E. Critical Path Method: A mathematical calculation to determine the earliest completion of the contract represented by a graphic representation of the sequence of activities that shows the interrelationships and interdependencies of the elements composing a project.
- F. Contract Completion Date: The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer in accordance with Section 8-1.06, "Time of Completion," of the Standard Specifications.
- G. Early Completion Time: The difference in time between the current contract completion date and the Contractor's scheduled early forecast completion date as shown on the accepted baseline schedule, or schedule updates and revisions.
- H. Float: The amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity or group of activities in the network.
- I. Scheduled Completion Date: The completion date of the last scheduled work activity identified on the critical path.

- J. Free Float: The amount of time an activity can be delayed before affecting a subsequent activity.
- K. Hammock Activity: An activity added to the network to span an existing group of activities for summarizing purposes.
- L. Milestone: A marker in a network, which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration, but will otherwise function in the network as if it were an activity.
- M. Revision: A change in the future portion of the schedule that modifies logic, adds or deletes activities, or alters activities, sequences, or durations.
- N. Tabular Listing: A report showing schedule activities, their relationships, durations, scheduled and actual dates, and float.
- O. Total Float: The amount of time that an activity may be delayed without affecting the total project duration of the critical path.
- P. Update Schedule: The modification of the CPM progress schedule through a regular review to incorporate actual progress to date by activity and to reflect the current plan to complete the project.
- Q. Time Scaled Logic Diagram: A schematic display of the logical relationships of project activities, drawn from left to right to reflect project chronology with the positioning and length of the activity representing its duration.
- R. Bar Chart (Gantt Chart): A graphic display of scheduled-related information, activities or other project elements are listed down the left side of the chart, dates are shown across the top, and activity durations are shown as date-placed horizontal bars.
- S. Near Critical Path: A path having 30 working days or less of total float.
- T. Delay: The time period during which some part of the construction project has been extended beyond what was originally planned due to unanticipated circumstances. A delay occurs when the respective activity or group of activities, requiring additional time, impacts the completion of the successor construction activity and also extend the scheduled contract completion date.
- U. Data date: The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."
- V. Narrative Report: A document submitted with each schedule that discusses topics related to project progress and scheduling.
- W. State Owned Float Activity: The activity documenting time saved on the critical path by actions of the State. It is the last activity prior to the scheduled completion date.
- X. Time Impact Analysis: A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.

The Engineer will schedule and conduct a Preconstruction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within seven days after the bidder has received the contract for execution. At this meeting, the requirements of this section of the special provisions will be reviewed with the Contractor. The Contractor shall be prepared to discuss its schedule methodology, proposed sequence of operations, the activity identification system for labeling all work activities, the schedule file numbering system, and any deviations it proposes to make from the Stage Construction Plans. The Engineer will submit a scheduling shell project on electronic medium, displaying an activity code dictionary consisting of fields populated with the Caltrans scheduling codes, filters, layouts, report formats, contract milestones, and a resource dictionary. The Contractor shall utilize these codes, filters, layouts, etc. and may add other codes as necessary, to group and organize the work activities. Periodically the Engineer may request the Contractor to utilize additional filters, layouts or activity codes to be able to further group or summarize work activities.

Also, the Engineer and the Contractor shall review the requirements for all submittals applicable to the contract and discuss their respective preparation and review durations. All submittals and reviews are to be reflected on the Interim Baseline Schedule and the Baseline Schedule.

GENERAL SCHEDULE ITEMS

The following items are applicable to all schedules:

- A. Activity identification numbers for deleted activities are not to be reused. Added activities shall be assigned a new and unique activity identification number.
- B. Activity descriptions are not to be revised when the scope of the activity is changed. The existing activity shall be deleted and a new activity shall be added.
- C. When forecasting new durations for activities that have not started, the original duration field shall be revised.
- D. All Resource requirements shall be included for all new construction activities.

- E. All activities shall have durations of not more than 20 working days and not less than one working day unless permitted otherwise by the Engineer.
- F. All activities in the schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor.
- H. Negative lags shall not be assigned for any activity relationships.
- I. All out of sequence activities identified on the scheduling and leveling report shall be reviewed and their relationships either verified or changed.
- J. The Contractor shall not add job inefficiencies or weather days to a project calendar without prior approval by the Engineer.
- K. Offsite fabrication and material/equipment delivery activities shall be sufficiently detailed to allow monitoring of schedule progress.
- L. The Contractor shall provide to the Engineer two copies of all schedules on electronic medium, together with printed copies of the network diagrams or bar charts and tabular reports described under "Project Schedule Reports", and the Schedule Narrative Report.

The Engineer's review and acceptance of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within 5 working days of notification by the Engineer, at which time a new review will begin.

Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the Contractor or the Engineer discover that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next update schedule.

INTERIM BASELINE SCHEDULE

Within 15 days after approval of the contract, the Contractor shall submit to the Engineer an Interim Baseline Project Schedule which will serve as the progress schedule for the first 120 days of the project, or until the Baseline Schedule is accepted, whichever is sooner. The Interim Baseline Schedule shall utilize the critical path method of scheduling. The Interim Baseline Schedule shall depict how the Contractor plans to perform the work for the first 120 days of the contract. Additionally, the Interim Baseline Schedule shall show all required submittals working drawings, and review periods, and shall provide for all permits, and other non-work activities necessary to begin the work. The Contractor shall also submit a Summary Schedule, reflecting the duration of the contract, grouped by major areas of the project identified by the scheduling codes provided in the Caltrans scheduling codes or as defined by the Engineer. This summary schedule is for information purposes only and is to be used as a reference until the Baseline Schedule is accepted.

The Interim Baseline Schedule submittal shall include the data files used to generate the schedule on electronic medium.

The Engineer shall be allowed 10 days to review the schedule and to provide comments, including the Contractor's application of the supplied activity codes. All comments are to be implemented into the Baseline Schedule. Re-submittal of the Interim Baseline Schedule is not required. Late review of the Interim Baseline Schedule shall not restrain the submittal of the Baseline Schedule. No contract payments shall be made to the Contractor until a Interim Baseline Schedule is submitted in accordance with the above requirements.

BASELINE SCHEDULE

Within 45 days, after approval of the contract, the Contractor shall submit to the Engineer a Baseline Project Schedule including the incorporation of all comments provided to the Interim Baseline Schedule. The Baseline Schedule shall have a data date of the day prior to the first working day of the contract. The schedule shall not include any actual start dates, actual finish dates, or constraint dates (except for Contract Milestone dates) and activities scheduled to start or finish between the data date and the run date shall reflect dates that can be attained. The Baseline Schedule shall meet interim milestone dates, contract milestone dates, stage construction requirements, internal time constraints, show logical sequence of activities, and must not extend beyond the number of days originally provided for in the contract.

All task activities shall be assigned to a project calendar. Each calendar shall identify a workweek, and holidays. Different calendars shall be used for work activities that occur on different work schedules. Activities for the preparation and the review of submittals; offsite fabrication, and material/equipment deliveries are to be assigned to the same calendar unless approved by the Engineer. All non-activity periods for Environmental work restrictions shall be identified with the appropriate calendars.

The Baseline CPM Schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project and to permit monitoring and evaluation of progress and the analysis of time impacts. The Baseline

Schedule shall depict how the Contractor plans to complete the whole work involved, and shall show all activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum, as determined by the Engineer.

State owned float shall be considered a resource for the exclusive use of the State. The Engineer may accrue State owned float by the early completion of review of any type of required submittal when it saves time on the critical path. The Engineer will document State owned float by directing the Contractor to update the State owned float activity on the next schedule update. The Contractor shall include a log of the action on the State owned float activity and include a discussion of the actions in the narrative report. The Engineer may use State owned float to mitigate past or future State delays by offsetting potential time extensions for contract change work orders.

The Contractor shall be responsible for assuring that all work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include any element of work required for the performance of the contract in the network shall not relieve the Contractor from completing all work within the time limit specified for completion of the contract. If the Contractor fails to define any element of work, activity or logic, the Contractor in the next monthly update or revision of the schedule shall correct it.

The Baseline Schedule shall be supplemented with resource allocations for every task activity to a level of detail that facilitates report generation based on labor craft and equipment class for the Contractor and subcontractors.

The Contractor shall optimize labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not over committed in concurrent activities. The Contractor shall not create hammock activities for the purpose of resources loading. The Baseline Schedule shall not attribute negative float to any activity.

Along with the baseline progress schedule, the Contractor shall also submit to the Engineer time-scaled resource histograms of the labor crafts and equipment to be utilized on the contract.

Each schedule submitted to the Engineer will comply with all limits imposed by the contract, with all specified intermediate milestone and contract completion dates, and with all constraints, restraints or sequences included in the contract. The degree of detail shall include factors including, but not limited to:

- A. Physical breakdown of the project;
- B. Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in the contract, the planned substantial completion date, and the final completion date;
- C. Type of work to be performed, the sequences, and the major subcontractors involved;
- D. All purchases, submittals, submittal reviews, manufacture, fabrication, tests, delivery, and installation activities for all major materials and equipment, including submittal of requests for audits of manufacturers and fabricators in conformance with "Manufacturing and Fabrication Qualification Audit for Materials" of these special provisions;
- E. Preparation, submittal and approval of shop and working drawings and material samples, showing time, as specified elsewhere, for the Engineer's review. The same time frame shall be allowed for at least one resubmittal on all major submittals so identified in the contract documents.
- F. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, railroads, and utilities as shown on the plans or specified in the specifications;
- G. Identification of each and every utility relocation and interface as a separate activity, including activity description and responsibility coding that identifies the type of utility and the name of the utility company involved;
- H. Actual tests, submission of test reports, and approval of test results;
- I. All start-up, testing, training, and assistance required under the Contract;
- J. Punchlist and final clean-up;
- K. Identification of any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift work, such as double shifts, 6-day weeks, specified overtime, or work at times other than regular days or hours;
- L. Identification of each and every ramp closing and opening event as a separate one day activity, including designation by activity coding and description that it is a north-bound, south-bound, east-bound, west-bound, and entry or exit ramp activity;
- M. Separate resources graphs for the Contract's labor, equipment and critical path labor, with an accompanying analysis of each and explanation for any variances;
- N. Equipment and labor shall be differentiated by a cost account code within the resource dictionary.
- O. State owned float as the last activity in the schedule, at the end of which is the Scheduled Completion Date.

The Engineer will be allowed 15 days to review and accept or reject the baseline project schedule submitted. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new 15-day review period by the Engineer will begin.

PROJECT SCHEDULE REPORTS

Schedules submitted to the Engineer including Interim Baseline, Baseline, and update schedules shall include time scaled network diagrams or bar charts in a layout format requested by the Engineer. The network diagrams or bar charts submitted to the Engineer shall also be accompanied by four computer-generated mathematical analysis tabular reports for each activity included in the project schedule. The reports (215-mm x 280-mm size) shall include a network diagram report showing the activity columns only, a predecessor and successor report, a resource report (Interim Baseline and Baseline Schedules), and a scheduling and leveling calculation report. The network diagram reports shall include, at a minimum, the following for each activity:

- A. Activity number and description;
- B. Activity codes;
- C. Original, actual and remaining durations;
- D. Early start date (by calendar date);
- E. Early finish date (by calendar date);
- F. Actual start date (by calendar date);
- G. Actual finish date (by calendar date);
- H. Late start date (by calendar date);
- I. Late finish date (by calendar date);
- J. Identify activity calendar ID;
- K. Total Float and Free Float, in work days; and
- L. Percentage complete.

Network diagrams or bar charts shall be sorted and grouped in a format requested by the Engineer reflecting the project breakdown per the Caltrans activity codes. They shall show a continuous flow of information from left to right per the project sorting and grouping codes; e.g., project milestones, submittals sub-grouped by description, and the construction activities sub-grouped by the scope breakdown structure. The primary paths of criticality shall be clearly and graphically identified on the diagrams or charts. The network diagram or bar chart shall be prepared on E-size sheets (914-mm x 1219-mm), shall have a title block in the lower right-hand corner, and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks or bar charts shall be subject to the approval of the Engineer.

Schedule network diagrams the tabular reports shall be submitted to the Engineer for acceptance in the following quantities:

- A. 2 sets of the Network Diagrams or Bar Charts;
- B. 2 copies of the tabular reports (215-mm x 280-mm size); and
- C. 2 copies on electronic medium, each with a backup of the current schedule file.

WEEKLY SCHEDULE MEETINGS

The Engineer and the Contractor shall hold weekly scheduling meetings to discuss the near term schedule activities, to address any long-term schedule issues, and to discuss any relevant technical issues. The Contractor shall develop a rolling 4-weeks schedule identifying the previous week worked and a 3-week look ahead. It shall provide sufficient detail to include the actual and planned activities of the Contractor and all the subcontractors for offsite and construction activities, addressing all activities to be performed and to identify issues requiring engineering action or input.

Each activity in the 4 week rolling schedule should be identified by an associated CPM schedule activity ID numbering system. This schedule should not be hand written. The Contractor shall utilize a schedule layout as acceptable by the Engineer. The schedule shall be electronically submitted to the Engineer one day prior to the scheduled meeting date.

MONTHLY CASH FLOW REPORTS

The Contractor shall allocate a portion of each bid item cost to the appropriate schedule activities. A minimum of one activity shall be added to the schedule for each bid item. The total of all activity costs shall equal the total contract bid amount. This information shall be sufficient to generate a monthly cash flow report showing the anticipated monthly contract progress payments. The format for the report shall be acceptable to the Engineer. Actual Progress Payments shall be made in accordance with Standard Specification 9-1.06, Partial Payments.

MONTHLY UPDATE SCHEDULES

The Contractor shall submit a Monthly Update Schedule to the Engineer once in each month within 5 days of the data date. The proposed update schedule prepared by the Contractor shall include all information available as of the 20th calendar day of the month, or other data date as established by the Engineer. A detailed list of all proposed schedule changes such as logic, duration, lead/lag, forecast completion date, additions and deletions shall be submitted with the update.

The Monthly Update Schedule submitted to the Engineer will be accompanied by a Schedule Narrative Report. The report shall describe the physical progress during the report period, plans for continuing the work during the forthcoming report period, actions planned to correct any negative float, and an explanation of potential delays or problems and their estimated impact on performance, milestone completion dates, forecast completion date, and the overall project completion date. In addition, alternatives for possible schedule recovery to mitigate any potential delay or cost increases shall be included for consideration by the Engineer. The report shall follow the outline set forth below:

Contractor's Schedule Narrative Report Outline:

- A. Contractor's Transmittal Letter;
- B. Work completed during the period;
- C. Description of the current critical path;
- D. Description of current problem areas;
- E. Current and anticipated delays;
 - 1. Cause of the delay;
 - 2. Corrective action and schedule adjustments to correct the delay; and
 - 3. Impact of the delay on other activities, milestones, and completion dates;
- F. Changes in construction sequences;
- G. Pending items and status thereof;
 - 1. Permits;
 - 2. Change Orders;
 - 3. Time Extensions; and
 - 4. Non-Compliance Notices;
 - 5. Notice of Potential Claims
- H. Contract completion date(s) status;
 - 1. Ahead of schedule and number of days; and
 - 2. Behind schedule and number of days; and
- I. Include updated Network Diagram and Reports.
- J. Response to Previous Schedule Comments

Portions of the network diagram on which all activities are complete need not be reprinted and submitted in subsequent updates. However, the submitted schedule and the related reports shall constitute a clear record of progress of the work from award of contract to final completion.

On a date determined by the Engineer, the Contractor shall meet with the Engineer to review the monthly schedule update. At the monthly progress meeting, the Contractor and the Engineer shall review the updated schedule and shall discuss the content of the Narrative Report. The Engineer will be allowed 10 days after the meeting to review and accept or reject the update schedule submitted. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new 5-day review period by the Engineer will begin. All efforts shall be made between the Engineer and the Contractor to complete the review and the acceptance process prior to the next update schedule data date. To expedite the process, a second meeting between the Engineer and the Contractor may be held.

SCHEDULE REVISIONS

If the Contractor desires to make a change to the accepted schedule, the Contractor shall request permission from the Engineer in writing, stating the reasons for the change, and proposed revisions to activities, logic and duration. The Contractor shall submit for acceptance an analysis showing the effect of the revisions on the entire project. The analysis shall include:

- A. An updated schedule not including the revisions. The schedule shall have a data date just prior to implementing the proposed revisions and includes a project completion date;
- B. A revised schedule that includes the proposed revisions. The schedule will have the same data date as the updated schedule and include a project completion date;
- C. The Contractor should add resources for all new activities, also adjust resources for those activities that their remaining duration were changed;

- D. A narrative explanation of the revisions and their impact to the schedule;
- E. Computer files of the updated schedule and the revised schedule sequentially numbered or renamed for archive (record) purposes.

The Engineer will provide a response within 10 days to Contractor's proposed schedule revisions.

Within 15 calendar days, the Contractor shall submit a revised CPM network for approval when requested by the Engineer, or when any of the following occurs:

- A. There is a significant change in the Contractor's operations that will affect the critical path;
- B. The current updated schedule indicates that the contract progress is 4 weeks or more behind the planned schedule, as determined by the Engineer; or
- C. The Engineer determines that an approved or anticipated change will impact the critical path, milestone or completion dates, contract progress, or work by other contractors.

The Engineer shall be allowed 10 days to review and accept or reject a schedule revision. Rejected schedule revisions shall be revised and resubmitted to the Engineer within 10 days, at which time a new 10-day review period by the Engineer will begin. Only upon approval of a change by the Engineer shall it be reflected in the next schedule update submitted by the Contractor. The revised schedule shall also include a narrative explanation of the revisions and their impact to the schedule.

TIME IMPACT ANALYSIS

When the Contractor requests a time adjustment due to contract change orders or delays or if the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, the Contractor shall submit to the Engineer a written Time Impact Analysis illustrating the impact of each change or delay on the current scheduled completion date or milestone completion date, utilizing the current accepted schedule. Each Time Impact Analysis shall include a schedule update and schedule revision, both with the same data dates, demonstrating how the Contractor proposes to incorporate the change order or delay into the current schedule. The schedule revision shall include the sequence of activities and any revisions to the existing activities to demonstrate the impact of the delay, or change into the schedule. The Time Impact Analysis shall also include proposed mitigation measures or work arounds including but not limited to alternate work calendars, re-sequencing of other activities, or performing work activities out-of-sequence to minimize the impact of the change order or the disrupted activities.

Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the anticipated or actual date of the contract change order work performance, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the current schedule in effect at the time the change or delay was encountered.

Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining float along the critical path of activities from the time of actual delay, or from the time the contract change order work is performed. Mitigation measures shall be included in the analysis. Time extensions will not be granted nor will delay damages be paid unless:

- A. The delay is beyond the control and without the fault or negligence of the Contractor and its subcontractors or suppliers, at any tier; and
- B. The delay extends the actual performance of the work beyond the applicable scheduled contract completion date and the most recent date predicted for completion of the project on the accepted schedule update.

Time Impact Analyses shall be submitted in triplicate within 15 days after the delay occurs or after issuance of the contract change order. The schedule files will be submitted on electronic medium along with the Time Impact Analysis.

The response to each Time Impact Analysis by the Engineer will be made within 15 days after receipt of the Time Impact Analysis. Resolution of each Time Impact Analysis by the Engineer shall be completed after all effects of the disruption are documented, which may include mitigation measures. A copy of the Time Impact Analysis accepted by the Engineer shall be returned to the Contractor and the accepted schedule revisions illustrating the impact of the contract change orders or delays shall be incorporated into the project schedule during the first update after acceptance. Until such time that the Contractor provides the analysis, the Engineer may, at his option, construct and utilize the project as-built schedule or other method to determine adjustments in contract time.

FINAL SCHEDULE UPDATE

Within 15 days after the acceptance of the contract by the Director, the Contractor shall submit a final update of the schedule with actual start and actual finish dates for all activities. This schedule submission shall be accompanied by a

certification, signed by an officer of the company and the Contractor's Project Manager stating "To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the activities contained herein."

EQUIPMENT AND SOFTWARE

The Contractor shall provide for the State's exclusive possession and use a complete computer system specifically capable of creating, storing, updating and producing CPM schedules utilizing the latest hardware and software technology. Before delivery and setup of the computer system, the Contractor shall submit to the Engineer for approval a detailed list of all computer hardware and software the Contractor proposes to furnish. The minimum computer system to be furnished shall include the following:

- A. Complete computer system, including keyboard, mouse, 530-mm color SVGA monitor (1,024x768 pixels), current Intel Pentium IV micro processor chip, or equivalent or later;
- B. Computer operating system software, compatible with the selected processing unit, for Windows NT/Windows 2000, equivalent;
- C. Minimum one hundred twenty eight (128) megabytes of random access memory (RAM);
- D. A 20 gigabyte minimum hard disk drive, a 1.44 megabyte 90-mm floppy disk drive, 32x speed minimum CD-RW drive, Ethernet card, two UBCUSB ports, and 56k modem;
- E. A color-ink-jet plotter with a minimum 36 Megabytes RAM, capable of 300 dots per inch color, 600 dots per inch monochrome, or equivalent. Capable of printing fully legible, time scaled charts, and network diagrams, in four colors, with a minimum size of 914-mm by 1219-mm (E size) and is compatible with the selected system. Plotter paper and ink cartridges will be provided throughout the contract. HP Designjet 1055 CM, equivalent or later
- F. CPM software shall be Primavera Project Planner, Version 3.1 , or later;
- G. Scheduler Analyzer Pro or equivalent – a suite of programs to assist in schedule analysis, the latest version for Windows NT/ Windows 2000, or later and,
- H. Microsoft Office software, the latest version for Windows NT/Windows 2000, or later, and McAfee Virus software or equivalent.

The computer hardware and software furnished shall be compatible with that used by the Contractor for the production of the CPM progress schedule required by the Contract, and shall include original instruction manuals and other documentation normally provided with the software.

The Contractor shall furnish, install, set up, maintain and repair the computer hardware and software ready for use at a location determined by the Engineer. The hardware and software shall be installed and ready for use within 30 days of the contract award. The Contractor shall provide 24 hours of formal training for the Engineer, and three other agents of the department designated by the Engineer, in the use of the hardware and software to include schedule analysis, reporting, and resource and cost allocations. An authorized vendor of Primavera Project Planner shall perform the training.

All computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract when no claims involving contract progress are pending. When claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor.

PAYMENT

Progress schedule (critical path method) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path method) shall include full compensation for all labor, materials (including computer hardware and software), tools, equipment, and incidentals; and for doing all the work involved in preparing, furnishing, updating and revising CPM progress schedules. Also for maintaining and repairing the computer hardware and training the Engineer in the use of the computer hardware and software as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for progress schedule (critical path method) will be made as follows:

- A. Interim baseline schedule accepted, then 10 percent payment for progress schedule (critical path method) will be made.
- B. Baseline schedule accepted, then 10 percent payment for progress schedule (critical path) will be made.
- C. Monthly update schedules accepted, then 75 percent payment for progress schedule (critical path method) will be made equally for each update.
- D. Final schedule update accepted, then 5 percent payment for progress schedule (critical path method) will be made.

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during the first estimate period in which the Contractor fails to submit an interim baseline, baseline, revised or updated CPM schedule conforming to the requirements of this section, as determined by the Engineer. Thereafter, on subsequent successive estimate periods the percentage the Department will retain will be increased at the rate of 25 percent per estimate period in which acceptable CPM progress schedules have not been submitted to the Engineer. Retention's for failure to submit acceptable CPM progress schedules shall be additional to all other retention's provided for in the contract. The retention for failure to submit acceptable CPM progress schedules will be released for payment on the next monthly estimate for partial payment following the date that acceptable CPM progress schedules are submitted to the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of progress schedule (critical path method). Adjustments in compensation for the project schedule will not be made for any increased or decreased work ordered by the Engineer in furnishing project schedules.

10-1.14 TIME-RELATED OVERHEAD

The Contractor will be compensated for time-related overhead in conformance with these special provisions.

Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages," "Force Account Payment," and "Progress Schedule (Critical Path Method)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to the work of the contract. Time-related costs of field office overhead include, but are not limited to, salaries, benefits, and equipment costs of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies, and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. These costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. Home office overhead costs shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The amount of time-related overhead associated with a reduction in contract time for cost reduction incentive proposals accepted and executed in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications shall be considered a construction cost attributable to the resultant estimated net savings due to the cost reduction incentive.

If the final increased amount of time-related overhead exceeds 149 percent of the contract lump sum price bid, the Contractor shall, within 60 days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field office overhead and home office overhead are:

- A. Allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.
- B. Adequately supported by reliable documentation.
- C. Related solely to the project under examination.

Within 20 days of the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer requests the independent Certified Public Accountant audit, or if it is requested in writing by the Contractor, the contract lump sum payment for time-related overhead, in excess of 149 percent of the lump sum price bid, will be adjusted to reflect the actual rate.

The cost of performing an independent Certified Public Accountant audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination and report in conformance with the provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report for overhead claims other than for the purpose of verifying the actual rate of time-related overhead shall be entirely borne by the Contractor.

Time-related overhead will be paid for at a lump sum price. The contract lump sum price bid for time-related overhead will be increased or decreased only as a result of suspensions or adjustments of contract time which revise the current contract completion date and which satisfy any of the following criteria:

- A. Suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
 - 1. Suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations.
 - 2. Suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform the provisions of the contract.
 - 3. Other suspensions that mutually benefit the State and the Contractor.
- B. Extensions of contract time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.
- C. Reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

For each day the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions, is increased or decreased due to suspensions or adjustments of contract time as specified above, the lump sum price for time-related overhead will be increased or decreased by an amount equal to the contract lump sum price bid for time-related overhead divided by the number of working days bid to complete the contract.

In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path Method)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the amount of time-related overhead eligible for payment will be based on the total number of working days for the project, in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule.

The contract lump sum price paid for time-related overhead shall include full compensation for time-related overhead, including the Contractor's share of costs of an independent Certified Public Accountant audit of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer.

The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to the contract item of time-related overhead.

Full compensation for additional overhead costs incurred during days of inclement weather when the contract work is extended into additional construction seasons due to delays caused by the State shall be considered as included in the time-related overhead paid during the contract working days, and no additional compensation will be allowed therefor.

Full compensation for additional overhead costs involved in performing additional contract item work that is not a controlling operation shall be considered as included in the contract items of work involved, and no additional compensation will be allowed therefor.

Full compensation for overhead, other than time-related overhead measured and paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of these special provisions, shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Overhead costs incurred by joint venture partners, subcontractors, suppliers or other parties associated with the Contractor shall be considered as included in the various overhead costs for which the Contractor is compensated, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount of time-related overhead in each monthly partial payment will be based on the number

of working days that occurred during that monthly estimate period, including compensable suspensions and right of way delays. Working days granted by contract change order due to extra work or changes in character of work, will be compensated upon completion of the contract. The amount earned per working day for time-related overhead shall be the lesser of the following amounts:

- A) The contract lump sum price for time-related overhead, divided by the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.
- B) Twenty percent of the original total contract amount, divided by the number of working days bid to compete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.

After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the contract lump sum price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

10-1.15 OBSTRUCTIONS

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

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

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

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444
	1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133
	1-800-227-2600

The Contractor shall coordinate with the San Francisco Public Utilities Commission/Water Department (SFWD), when installing the water mains, as shown on the plans and as directed by the Engineer. The Contractor shall make the necessary arrangements with the SFWD, through the Engineer, and shall submit a schedule of work, verified by a representative of the SFWD, to the Engineer. The schedule of work shall provide not less than the following number of working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications for the SFWD to complete their work:

Utility (address)	Work Performed by the SFWD	Working Days
Water Main	Making a connection to an existing main	5
	Chlorination including laboratory results	5
	Service change over for services larger than 50-mm (per each service)	5
	Service change over for services equal to or less than 50-mm (for up to 6 services)	1
	Excavation Safety Plans review	15

The Contractor shall notify in writing the Engineer and SFWD at least 15 working days in advance of any work to be performed by SFWD forces is required, including disconnection and connection to and from the existing system, and

installation of water meters, and chlorination. Furthermore, the Contractor shall confirm the scheduled work with the Engineer and SFWD at (415) 550-4956 at least 3 working days before the actual field work by SFWD is required.

The existing ground seismographic station, and sanitary sewer lift pump station, including pump station, underground vault and sanitary main system, will remain in service for the duration of this contract. The Contractor shall notify the Engineer and City and County of San Francisco Public Utilities Commission at (415) 648-6882 x 1290, and the Berkeley Seismology Specialist at (510) 486-7314 or 882-9816, at least 10 working days before photo survey of existing facilities and blasting work is begun. The Contractor shall field verify the location of the cable and ensure that the monitoring cable shall not be damaged.

Full compensation for protecting the existing ground seismographic station and monitoring cable, and sanitary sewer lift pump station, including pump station, underground vault and sanitary main system, shall be considered as included in the contract prices paid for various items of work and no separate payment will be made therefor.

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

10-1.16 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these special provisions.

Attention is directed to "Water Conservation" of these special provisions regarding the use of a dust palliative to control dust.

10-1.17 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.18 WORKING DRAWING SUBMITTAL SCHEDULE

The Contractor shall submit the working drawing submittal schedule in accordance with the requirements of these special provisions.

The Contractor's attention is directed to the section "Progress Schedule (Critical Path Method)" of these special provisions for the definitions of Baseline Schedule and Controlling Operation.

Within 30 days after approval of the contract, the Contractor shall submit to the Engineer for acceptance the working drawing submittal schedule in conjunction with the Baseline Schedule. The working drawing submittal schedule shall include the following:

- A. Name and brief description of all working drawings and supplement including all subsections required by the Standard Specifications and these special provisions.
- B. Reference section of the Standard Specifications or these special provisions for each working drawing submittal.
- C. Allowable time for review of the working drawings by the Engineer as specified in the Standard Specifications and these special provisions.
- D. A time-scaled logic diagram which shows all working drawing submittals, working drawing activities, and demonstrates any interdependency between separate working drawing submittals or partial submittals.
- E. A listing of all working drawing submittals affecting the Controlling/critical path Operation.
- F. Identification of the first occurrence of any Controlling/critical path Operation affected by each working drawing submittal.
- G. A time-scaled diagram showing the estimated number of working drawing submittal sheets to be submitted for the Engineer's review.
- H. If there are any related working drawing submittals with overlapping/concurrent review times on the Controlling/critical path Operations listed on the Baseline Schedule, the Contractor shall designate which overlapping/concurrent working drawing submittal shall be given priority in the Engineer's review. The required review time may be adjusted by the Engineer.

The Contractor's proposed working drawing submittal schedule shall be in the order of the activities listed in the Baseline Schedule. Working drawing submittal schedules in contradiction with the Baseline Schedule will not be accepted.

Items 'D' through 'H,' above, of the working drawing submittal schedule, shall be updated and submitted to the Engineer on a monthly basis in conjunction with the monthly updates provided for under Progress Schedule (Critical Path

Method). The working drawing submittal schedule updates shall reflect actual durations and proposed revisions in durations, resources, and logic.

If working drawing and supplement submittal for any activity is not accepted by the Engineer, the allowable time for review of the working drawings by the Engineer as specified in the Standard Specifications and these special provisions will be reset after a re-submittal is made and the completeness of the re-submittal is checked by the Engineer. No compensation will be allowed for any costs incurred or for delay in completing the work resulting from rejected working drawing submittal. Pursuant to Item 'H,' above, of the working drawing submittal schedule, should the Contractor submit working drawing submittals with overlapping/concurrent review time on the Controlling/critical path Operations, the Engineer shall be allowed an additional 7 days to review each overlapping/concurrent working drawing submittal.

Full compensation for preparing and submitting the working drawing submittal schedule including all revisions shall be considered as included in the contract lump sum price paid for Progress Schedule (Critical Path Method), and no additional compensation will be allowed therefor. The initial working drawing schedule submittal, as specified herein, shall be considered a component of the Baseline Schedule provisions of Progress Schedule (Critical Path Method), and the monthly working drawing schedule update provisions, as specified herein, shall be considered a component of the provisions of Progress Schedule (Critical Path Method), and the deduction and retention provisions of Progress Schedule (Critical Path Method) shall apply.

10-1.19 ELECTRONIC MOBILE DAILY DIARY SYSTEM DATA DELIVERY

Attention is directed to Sections 5-1.10, "Equipment and Plants," and 7-1.01A(3), "Payroll Records," of the Standard Specifications, and these special provisions.

The Contractor shall submit to the Engineer a list of each piece of equipment and its identifying number, type, make, model and rate code in accordance with the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rate" which is in effect on the date the work is performed, and the names, labor rates and work classifications for all field personnel employed by the Contractor and all subcontractors in connection with the public work, together with such additional information as is identified below. This information shall be updated and submitted to the Engineer weekly through the life of the project.

This personnel information will only be used for this mobile daily diary computer system and it will not relieve the Contractor and subcontractors from all the payroll records requirements as required by Section 7-1.01A(3), "Payroll Records," of the Standard Specifications.

The Contractor shall provide the personnel and equipment information not later than 11 days after the contract award for its own personnel and equipment, and not later than 5 days before start of work by any subcontractor for the labor and equipment data of that subcontractor.

The minimum data to be furnished shall comply with the following specifications:

DATA CONTENT REQUIREMENTS.--

- A. The Contractor shall provide the following basic information for itself and for each subcontractor that will be used on the contract:

Caltrans contract ID	Alphanumeric; up to 15 characters.
Company name.	Alphanumeric; up to 30 characters.
Federal tax ID	Alphanumeric; up to 10 characters.
State contractor license	Alphanumeric; up to 20 characters.
Company type (prime or sub)	Alphanumeric; up to 10 characters.
Address (line 1).	Alphanumeric; up to 30 characters.
Address (line 2).	Alphanumeric; up to 30 characters.
Address (city).	Alphanumeric; up to 30 characters.
Address (2-letter state code).	Alphanumeric; up to 2 characters.
Address (zip code)	Alphanumeric; up to 14 characters.
Contact First Name.	Alphanumeric; up to 15 characters
Contact Last Name	Alphanumeric; up to 20 characters
Telephone number (with area code).	Alphanumeric; up to 20 characters.
Company code: short company name.	Alphanumeric; up to 10 characters.
Type of work (Department-supplied codes)	Alphanumeric; up to 30 characters
DBE status (Department-supplied codes)	Alphanumeric; up to 20 characters.
Ethnicity for DBE status (Department-supplied codes).	Alphanumeric; up to 20 characters.
List of laborers to be used on this contract (detail specified below).	

List of equipment to be used on this contract (detail specified below).

For example, one such set of information for a company might be:

04-072359
XYZ CONSTRUCTION, INC.
94-2991040
AL1649T
SUB
1240 9TH STREET
SUITE 600
OAKLAND
CA
94612
JOHN
SMITH
(510) 834-9999
XYZ
PAVING
MBE
BLACK

B. The Contractor shall provide the following information for each laborer who will be used on the contract:

Caltrans contract ID	Alphanumeric; up to 15 characters.
Company code (as defined above).	Alphanumeric; up to 10 characters.
Employee ID	Alphanumeric; up to 10 characters.
Last name.	Alphanumeric; up to 20 characters.
First name.	Alphanumeric; up to 15 characters.
Middle name.	Alphanumeric; up to 15 characters.
Suffix	Alphanumeric; up to 15 characters
Labor trade (Department-provided codes).	Alphanumeric; up to 10 characters.
Labor classification (Department-provided codes).	Alphanumeric; up to 10 characters.
Regular hourly rate.	Alphanumeric; up to (6,2)
Overtime hourly rate.	Alphanumeric; up to (6,2)
Doubletime hourly rate	Alphanumeric; up to (6,2)
Standby hourly rate.	Alphanumeric; up to (6,2)
Ethnicity (Department-provided codes).	Alphanumeric; up to 20 characters.
Gender.	Alphanumeric; up to 1 characters.

For example, one such set of information might be:

04-072359
XYZ
1249
GONZALEZ
HECTOR
VINCENT
JR.
OPR
JNY
12.50
18.75
25.00
0.00
HISPANIC
M

- C. The Contractor shall provide the following information for each piece of equipment that will be used on the contract:

Caltrans contract ID	Alphanumeric; up to 15 characters.
Company code (as defined above).	Alphanumeric; up to 10 characters.
Company's equipment ID number.	Alphanumeric; up to 10 characters.
Company's equipment description.	Alphanumeric; up to 60 characters.
Equipment type (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment make (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment model (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment rate code (from Department ratebook).	Alphanumeric; up to 10 characters
Regular hourly rate.	Alphanumeric; up to (6,2)
Overtime hourly rate.	Alphanumeric; up to (6,2)
Standby hourly rate	Alphanumeric; up to (6,2)
Idle hourly rate.	Alphanumeric; up to (6,2)
Rental flag.	Alphanumeric; up to 1 character.

For example, one such set of information might be:

04-072359
 XYZ
 B043
 CAT TRACTOR D-6C
 TRACC
 CAT
 D-6C
 3645
 75.00
 75.00
 0.00
 0.00
 N

DATA DELIVERY REQUIREMENTS.--

- A. All data described in "Data Requirements" of this section shall be delivered to the Department electronically, on 3 1/2" floppy disks compatible with the Microsoft Windows operating system. The Contractor shall provide a weekly disk and hard copy of the required correct updated personnel and equipment information for the Contractor and all the subcontractors and verified correct by the Engineer.
- B. Data of each type described in the previous section (contractor, labor, and equipment information) will be delivered separately, each type in one or more files on floppy disk. Any given file may contain information from one contractor or from multiple contractors, but only one type of data (contractor, labor, or equipment information).
- C. The file format for all files delivered to Caltrans shall be standard comma-delimited, plain text files. This type of file (often called "CSV") is the most standard type for interchange of formatted data; it can be created and read by all desktop spreadsheet and desktop database applications. Characteristics of this type of file are:
1. All data is in the form of plain ASCII characters.
 2. Each row of data (company, person, equipment) is delimited by a carriage return character.
 3. Within rows, each column (field) of data is delimited by a comma character.
- D. The files shall have the following columns (i.e., each row shall have the following fields):
1. Contractor info: 17 columns (fields) as specified in "Data Requirements #1", above.
 2. Labor info: 15 columns (fields) as specified in "Data Requirements #2", above.
 3. Equipment info: 13 columns (fields) as specified in "Data Requirements #3", above.

For every one type of file, columns (fields) must be in the order specified under "Data Requirements", above. All columns (fields) described under "Data Requirements" must be present for all rows, even if some column (field) values are empty. The first row of each file must contain column headers (in plain text).

- E. Column (field) contents must conform to the data type and length requirements described in the "Data Requirement" section, above. In addition, column (field) data must conform to the following restrictions:
1. All data shall be uppercase.
 2. Company type shall be either "PRIME" or "SUB".
 3. Labor trade and classification codes must conform to a list of standard codes that will be supplied by Department.
 4. Contractor type of work codes and DBE status codes must conform to a list of standard codes that will be supplied by Department.
 5. Ethnicity codes must conform to standard codes that will be supplied by Department.
 6. Data in the "gender" column must be either "M" or "F".
 7. Data in the "rental equipment" column must be either "Y" or "N".
 8. Equipment owner's description may not be omitted. (The description, together with the equipment number, is how the equipment will be identified in the field.) Include manufacturer, rated capacity & trade description
 9. Equipment type, make, model, and ratebook code shall conform to the Department of Transportation Publication entitled "Labor Surcharge and Equipment Rental Rate", which is in effect on the date the work is performed. If the equipment in question does not have an entry in the book then alternate, descriptive entries may be made in these fields as directed by the Engineer.
- F. The name of each file must indicate its contents, e.g., "labor.csv" for laborers, "equipment.csv" for equipment, and "contractor.csv" for contractors. Each floppy disk supplied to Caltrans must be accompanied by a printed list of the files it contains with a brief description of the contents of each file.

PAYMENT

Payment for providing electronic mobile daily diary computer system data delivery will be made on a lump sum basis. The lump sum bid price for electronic mobile daily diary computer system data delivery will be made according to the following schedule:

- A. The Contractor will receive not more than 6.5 per cent per month of the total bid price for electronic mobile daily diary computer system data delivery . After the completion of the work, 100 per cent payment will be made for electronic mobile daily diary computer system data delivery less the permanent deduction, if any, for failure to deliver complete weekly electronic mobile daily diary computer system data in each month.
- B. The contract lump sum price paid for electronic mobile daily diary computer system data delivery shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in electronic mobile daily diary computer system data delivery as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department of Transportation will retain an amount equal to 25 percent of the estimated value of the work performed during the first estimate period in which the Contractor fails to submit electronic mobile daily diary computer system data delivery conforming to the requirements of this section, as determined by the Engineer. Thereafter, on subsequent successive estimate periods the percentage the Department will retain will be increased at the rate of 25 percent per estimate period in which acceptable electronic mobile daily diary computer system data have not been submitted to the Engineer. Retentions for failure to submit acceptable electronic mobile daily diary computer system data shall be additional to all other retentions provided for in the contract. The retention for failure to submit acceptable electronic mobile daily diary computer system data will be released for payment on the next monthly estimate for partial payment following the date that acceptable electronic mobile daily diary computer system data is submitted to the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of electronic mobile daily diary computer system data delivery. Adjustments in compensation for electronic mobile daily diary computer system data delivery will not be made for any increased or decreased work ordered by the Engineer in furnishing electronic mobile daily diary computer system data.

10-1.20 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other 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 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 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 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: <http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/htm>.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

10-1.21 CONSTRUCTION AREA SIGNS

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

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

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

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444
	1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133
	1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall

be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

10-1.22 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Attention is directed to "Cooperation," of these special provisions, regarding other Contractors' activities, and State forces during the progress of the work under this contract.

Traffic control system for lane closures on San Francisco-Oakland Bay Bridge, Route 80, as specified in the lane closure charts of these specifications will be provided by others, under Contract No. 04-0435U4.

Additional lane closures shall be provided by the Contractor, as directed by the Engineer and shall conform to the provisions in Sections "Traffic Control System for Lane Closure," and "Traffic Control System for Lane Closure," of these special provisions. Any such additional lane closures will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Personal vehicles of the Contractor's employees shall not be parked within the right of way.

Personal vehicles of the Contractor's employees shall not be parked within the right of way, on the traveled way or shoulders including any section closed to public traffic, except in the area proposed by the Contractor and approved by the Engineer. Vehicles outside areas designated as Temporary Construction Easements will be ticketed by local parking authorities.

The Contractor shall notify United States of Coast Guard Officer, at (415) 399-3504 of the Contractor's intent to begin work at least 5 working days before work is begun. The Contractor shall cooperate with United States of Coast Guard relative to handling traffic on Torpedo Factory Rd., and Macalla Rd., which leads to USCG access Rd., through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall provide and maintain local streets, Macalla Rd., USCG Access Rd., and Torpedo Factory Rd, which are the primary access to United States Coast Guard (USCG), United States Navy facilities, University of California Berkeley (UCB) Seismographic Stations, and various project sites on Yerba Buena Island, in the vicinity of the contract, open to local and Contractor's traffic at all time.

Full compensation for providing and maintaining the above access shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

Furthermore, the Contractor shall coordinate traffic control system for lanes closure on Route 80 with the Contractor, who provides the seismic retrofit work on San Francisco-Oakland Bay Bridge, under Contract No. 04-0435U4, on Route 80 from 0.2 Mile West of San Francisco Anchorage San Francisco-Oakland Bay Bridge at KP 8.9 (PM 5.5) to East End of Yerba Buena Tunnel at KP 12.6 (PM 7.8), in the City and County of San Francisco.

Any lane closures on the day of major events at Candlestick Park, PacBell Park, Downtown San Francisco, Treasure Island, Oakland Coliseum, and Downtown Oakland must be approved by the Engineer.

Attention is directed to "Bridge Tolls" of these special provisions. The access of the Contractor's trucks hauling material and surplus materials to and from the project site, from westbound Route 80, westbound and eastbound on and off-ramps to and from Treasure Island/Yerba Buena Island, shall not be allowed, during the peak periods from 5:00 a.m. to 10:00 a.m., and 3:00 p.m. to 7:00 p.m., on weekdays. Furthermore, the access of the Contractor's trucks hauling material and surplus materials to the project site from westbound Route 80 through the bus and carpool lanes, at San Francisco-Oakland Bay Bridge toll plaza, shall not be allowed. The westbound Route 80 on-ramp, eastside of the Tunnel will be closed to Contractor's traffic.

The Contractor is encouraged to organize carpool, vanpool, boat, or other modes of mass transit for transport of manpower, materials and equipment to the maximum extent, practical, from San Francisco/Oakland to and from the project site.

Designated legal holidays are: January 1st, 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.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

Chart No. 1																								
Multilane Lane Requirements																								
Location: Eastbound Route 80, between eastbound off-ramp (Rt) KP 12.7 and eastbound on-ramp (Rt) KP 12.9																								
FROM HOUR TO HOUR	a.m.											p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Mondays through Thursdays	1	1	1	1	1	1	1																	1
Fridays	1	1	1	1	1	1	1																	
Saturdays	1	1	1	1	1	1	1	1	1															
Sundays	1	1	1	1	1	1	1	1	1	1													1	1
Day before designated legal holiday	1	1	1	1	1	1	1																	
Designated legal holidays	1	1	1	1	1	1	1	1	1	1													1	1
Legend:																								
<input type="checkbox"/> 1 One lane may be closed in direction of travel <input type="checkbox"/> No lane closure allowed																								
REMARKS:																								

Chart No. 2																									
Multilane Lane Requirements																									
Location: Westbound Route 80, between westbound on-ramp KP 12.3 and westbound on-ramp KP 12.7																									
FROM HOUR TO HOUR	a.m.											p.m.													
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	1	1	1	1	1																	1	1	1	1
Fridays	1	1	1	1	1																		1	1	1
Saturdays	1	1	1	1	1	1	1	1																1	
Sundays	1	1	1	1	1	1	1	1	1														1	1	1
Day before designated legal holiday	1	1	1	1	1																		1	1	1
Designated legal holidays	1	1	1	1	1	1	1	1	1														1	1	1
Legend:																									
<input type="checkbox"/> 1 One lane may be closed in direction of travel <input type="checkbox"/> No lane closure allowed																									
REMARKS:																									

10-1.23 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The Engineer will have the authority to disapprove any closure schedule request, deny or abort any closure on any portion of the traveled way, when deemed necessary for the safe and efficient operation of public traffic or when necessary to resolve conflicts in closure schedules' among Contractors or other State forces performing work within the State right of way.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be 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.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working 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. The Contractor shall not make any further closures 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 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

For each 10-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct \$8,500 per interval from moneys due or that may become due the Contractor under the contract.

COMPENSATION

The Contractor shall notify the Engineer of any delay 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 within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. 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 any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.24 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

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

The traffic control required for work on the bridge deck of San Francisco-Oakland Bay Bridge within the limits of this contract will be provided only by another State contractor. Attention is directed to "Maintaining Traffic" and "Closure Requirements and Conditions" elsewhere in these special provisions.

Attention is directed to "Cooperation," of these special provisions, regarding other Contractors' activities, and State forces during the progress of the work under this contract. Maintenance work by State forces shall be permitted where such work will not impact the Contractor's operations or when emergency work by State forces is required. The Contractor shall coordinate his operations with maintenance forces and other contractors performing work within the contract limits of this contract. If the provided freeway lane closure is not used by the Contractor for the approved scheduled work for lane closure, the cost for providing a freeway lane closure will be deducted from the money due to the Contractor.

The Contractor shall coordinate the lane closure schedule with the State Contractor providing the traffic control at the San Francisco-Oakland Bay Bridge. The Contractor shall be responsible for all costs incurred to other contractors and State forces in the event that the work for this contract is not finished as scheduled and the lane closures cannot be removed per the approved closure schedule.

All access to the work from either the upper or lower deck of the bridge, which may be contemplated by the Contractor, will be subject to coordination with other contracts, which may be in progress during this contract. The determination of which of the lanes will be closed for access to the work will be made in accordance with these special provision, subsections "Closure Requirements and Conditions".

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with 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.

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.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.25 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 4.6 m 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:

A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755

1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734

2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070
- B. TraFFix Sand Barrels, manufactured by TraFFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205
1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
 2. Distributor (South): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

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 kilograms 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 3.6 m 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.

10-1.26 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Attention is directed to "Environmentally Sensitive Areas (General)," and "Blasting," of these special provisions, regarding Building No. 262 of ESA 2, as shown on the plans.

REMOVE WATER MAIN

Existing water lines that are outside the limits of structure excavation for Pier W2 footings, shown on the plans to be removed, shall be completely removed and disposed of. The ends of the pipe to be left in place shall be capped.

Existing water lines that are within the limits of structure excavation for Pier W2 footings, shown on the plans to be removed, shall be completely removed and disposed of.

Full compensation for removing water mains, within the limits of structure excavation for Pier W2 footings, shall be considered as included in the contract price paid per cubic meter for structure excavation (Bridge) and no additional compensation will be allowed therefor.

REMOVE FIRE HYDRANT

Existing fire hydrants that are within the limits of structure excavation for Pier W2 footings, shown on the plans to be removed, shall be completely removed and disposed of.

Full compensation for removing fire hydrants, within the limits of structure excavation for Pier W2 footings, shall be considered as included in the contract price paid per cubic meter for structure excavation (bridge) and no additional compensation will be allowed therefor.

INSTALL FIRE HYDRANT

The work shall consist of installing State-furnished fire hydrants. All other materials and accessories shown on the plans, and as specified in "Water Mains," of these special provisions, such as tee connection with the main, service pipe, riser, bury, gate valve with cover, restraining rings and bell bends shall be supplied and installed by the Contractor.

Hydrant gate valve and bury shall be secured by installing lugs, restraining ring assembly, bell band and tie rod bolts as shown on the plans and/or directed by the Engineer. Concrete thrust block, of such size as the Engineer may direct, shall be 21 MPa strength and poured against undisturbed ground in the bottom and side of the trench. The backfill around the block shall be thoroughly tamped.

Hydrant shall be set exactly plumb and at the proper elevation on a block of reinforced concrete or as directed by the Engineer. Contractor shall backfill where underground installation is complete. Backfilling shall be in accordance with the applicable requirements of the Standard Specifications. In completing the backfill, hydrant shall be kept plumb and adequate support to prevent future movement shall be provided. Any hydrant which is out of plumb or not firmly supported shall be properly reset by the Contractor at his sole expense.

The contract unit price paid for install fire hydrant shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing fire hydrants, complete in place, including pick up and delivery of the State-furnished fire hydrants, cleaning and testing fire hydrant, and excavation and backfill, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.27 PHOTO SURVEY OF EXISTING FACILITIES

The photo survey work shall consist of performing two photo surveys, pre-construction and post-construction, of the following existing facilities, which might be damaged by the operations of the Contractor during construction on Yerba Buena Island:

1. Building No. 262 (ESA 2), exterior and interior building.
2. Navy Quarters 1 through 7 (ESA 2), exterior and interior for Quarter 1, and exterior for Quarters 2 through 7.
3. Buildings No. 10 (ESA 3) and No. 267 (ESA 4), exterior buildings.
4. United States Coast Guard Buildings No. 25, 26, & 27, exterior buildings.
5. Pier E1 of the San Francisco-Oakland Bay Bridge, East Bay Bridge, Br. No.33-0025.
6. Sanitary sewer lift pump station, including pump station, underground vault and sanitary main system.

The Contractor shall perform the pre-construction photo survey prior to performing construction work on Yerba Buena Island. Photo surveys shall be conducted in conformance with the requirements in these special provisions. The scope of the examination will include cracks in structures, settlement, leakage, and the like. Crack monitoring shall be performed on all existing cracks, as directed by the Engineer, with initial crack-gage installation as part of the photo survey. Such monitoring shall include recording gage readings after each blasting operation, as determined by the Engineer.

Attention is directed to "Blasting," of these special provisions.

Pre-construction photo survey of any listed facility shall be completed prior to start of blasting, and post construction photo survey after blasting has been completed.

The Contractor shall submit to the Engineer for approval a complete description of the work to be completed for each surveyed location. The work to be completed shall consist of records of observations, videotapes, and photographs.

The photograph prints shall be 12.7 cm x 17.8 cm. All negatives shall be provided. All photos shall be identified by date, location, orientation, and labeled with a detailed description. All photos shall be submitted in a 3-ring binder and shall include the following protective photo sleeves, building layout (including layout of each floor as necessary), and a summary sheet indexing all photos.

Digital photos may be submitted in lieu of print film photographs noted above. All other requirements as referenced above shall also apply. In addition, requirements for digital photos are as follows:

- A. Photos shall have a minimum resolution of 1280 x 960 pixels with no compression.
- B. Digital prints shall be on a Disublimation Printer (a magazine quality printer capable of color fusion and continuous tone) or a laser printer utilizing photo quality paper.
- C. All digital photos shall be stored with TIFF File formats on a CD ROM and provided to the Engineer.

The Contractor shall provide the Engineer with 6 copies of approved photo survey records.

The above records, video tapes and photographs are intended for use as indisputable evidence in ascertaining prior damage which may have existed before the Contractor's operations and are for the protection of the listed property owners,

the Contractor, and the State, and will be means of determining whether and to what extent damage, resulting from the Contractor's operations occurred during the contract work.

PAYMENT

The contract lump sum price paid for photo survey of existing facilities, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in conducting photo surveys, including furnishing 6 sets of approved photo survey records, as specified in these special provisions, and as directed by the Engineer. 8-Additional photo surveys of existing facilities other than those facilities listed under this section will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

10-1.28 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Attention is directed to "Environment Work Restrictions," of these special provisions, regarding removal of vegetation and trees on YBI.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

The Contractor shall not remove trees outside these following limits without the Engineer's approval:

- A. Within the limits of structure excavation, including the 2.4-meter area around and outside the structure excavation limits, as shown on the plans.
- B. Within the limits of culvert excavation, and the 1.2-meter area outside of the edge of the culvert excavation.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations. Existing vegetation and trees within the limits of the Environmentally Sensitive Areas (ESA), shall be protected throughout the duration of the Contract.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.29 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work," of these special provisions regarding additional retaining wall backfill requirements.

The Contractor shall submit working drawings and supplement for structure excavation and backfill in conformance with the provisions in "Working Drawings" of these special provisions. The working drawings and supplement shall consist of methods, procedures, sequences, and substantiating calculations of excavation and backfill proposed by the Contractor. The working drawings and supplement shall include the following:

- A. Trench excavation safety plans.
- B. Shoring methods to stabilize the rock slope during excavation.
- C. Materials to be used and equipment information.
- D. Slope stability analysis.
- E. Dewatering calculations and system details.
- F. Shotcrete mix design.
- G. Removal plans of shotcrete sections for examination including stabilization of remaining shotcrete and safety provisions during and after removal of shotcrete sections.

After complete working drawings and supplement are received by the Engineer, the Contractor shall allow the Engineer 25 working days to review the submittal. No excavation work shall begin until complete working drawings and supplement are reviewed and approved, in writing, by the Engineer.

Excavation for footings shall be performed in such a manner that the concrete for the footings, when placed, shall be against firm, undisturbed material on the bottom and sides of the excavation, at or outside of the neat lines of the footings.

Pressure grouting into native material shall not be used.

Excavations shall be dewatered for the Engineer's inspection prior to placement of footing reinforcement and also prior to and during footing concrete placement.

Attention is directed to "Non-Storm Water Discharges," of these special provisions regarding dewatering operations.

Shoring, lagging, casings, liners (including rock bolts, reinforcing steel, and shotcrete) or other bracing shall be furnished and placed to adequately support the excavation.

Rock bolts, reinforcing steel, and shotcrete may remain in place.

All shoring and bracing, except for rock bolts, reinforcing steel, and shotcrete shall be removed within the footing area, prior to placing footing concrete.

The limits of payment for structure excavation (bridge) shall be as follows:

- A. The bottom limit shall be the bottom of the foundation excavation in the completed work.
- B. The upper and horizontal limits shall be as shown on the plans.

Full compensation for furnishing, placing, and removing or leaving the bracing for the excavation in place as permitted herein, and for removing material from outside the limits of payment for structure excavation (bridge) shall be considered as included in the contract price paid per cubic meter for structure excavation (bridge) and no additional compensation will be allowed therefor.

Surplus excavated material from structure excavation (Bridge) at Piers W2 shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

If the Contractor elects to use the "Weep Hole and Geocomposite Drain" alternative where permitted on the plans, the geocomposite drain shall conform to the details shown on the plans and the following:

- A. Attention is directed to "Engineering Fabrics" under "Materials" of these special provisions.
- B. Geocomposite drain shall consist of a manufactured core not less than 6.35 mm thick nor more than 50 mm thick with one or both sides covered with a layer of filter fabric that will provide a drainage void. The drain shall produce a flow rate, through the drainage void, of at least 25 liters per minute per meter of width at a hydraulic gradient of 1.0 and a minimum externally applied pressure of 239 kPa.
- C. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for the geocomposite drain certifying that the drain produces the required flow rate and complies with these special provisions. The Certificate of Compliance shall be accompanied by a flow capability graph for the geocomposite drain showing flow rates for externally applied pressures and hydraulic gradients. The flow capability graph shall be stamped with the verification of an independent testing laboratory.
- D. Filter fabric for the geocomposite drain shall conform to the provisions for fabric for underdrains in Section 88, "Engineering Fabrics," of the Standard Specifications.
- E. The manufactured core shall be either a preformed grid of embossed plastic, a mat of random shapes of plastic fibers, a drainage net consisting of a uniform pattern of polymeric strands forming 2 sets of continuous flow channels, or a system of plastic pillars and interconnections forming a semirigid mat.
- F. The core material and filter fabric shall be capable of maintaining the drainage void for the entire height of geocomposite drain. Filter fabric shall be integrally bonded to the side of the core material with the drainage void. Core material manufactured from impermeable plastic sheeting having nonconnecting corrugations shall be placed with the corrugations approximately perpendicular to the drainage collection system.
- G. The geocomposite drain shall be installed with the drainage void and the filter fabric facing the embankment. The fabric facing the embankment side shall overlap a minimum of 75 mm at all joints and wrap around the exterior edges a minimum of 75 mm beyond the exterior edge. If additional fabric is needed to provide overlap at joints and wrap-around at edges, the added fabric shall overlap the fabric on the geocomposite drain at least 150 mm and be attached thereto.
- H. Should the fabric on the geocomposite drain be torn or punctured, the damaged section shall be replaced completely or repaired by placing a piece of fabric that is large enough to cover the damaged area and provide a minimum 150-mm overlap.
- I. Plastic pipe shall conform to the provisions for edge drain pipe and edge drain outlets in Section 68-3, "Edge Drains," of the Standard Specifications.
- J. Treated permeable base to be placed around the slotted plastic pipe at the bottom of the geocomposite drain shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the Standard Specifications and these special provisions.
- K. The treated permeable base shall be enclosed with a high density polyethylene sheet or PVC geomembrane, not less than 250 μ m thick, which is bonded with a suitable adhesive to the concrete and geocomposite drain. Surfaces to receive the polyethylene sheet shall be cleaned before applying the adhesive. The treated permeable base shall be compacted with a vibrating shoe type compactor.

Full compensation for furnishing and installing weep hole and geocomposite drain alternative shall be considered as included in the contract price paid per cubic meter for structure backfill (retaining wall) and no additional compensation will be allowed therefor.

Pervious backfill material within the limits of payment for retaining walls will be measured and paid for by cubic meter as structure backfill (retaining wall).

SHOTCRETE

Shotcrete used for shoring within the footing area that is to remain in place shall conform to the provisions in Section 51, "Concrete Structures," and Section 53, "Shotcrete," of the Standard Specifications and these special provisions.

Shotcrete shall be applied by the wet-mix process only.

Shotcrete shall have a minimum compressive strength of 25 MPa at 28 days. No shotcrete work shall be performed prior to verification by the Engineer of the required compressive strength.

Splicing of reinforcing bars No. 22 or larger in shotcrete shall be by butt splicing only.

The Contractor shall be responsible for obtaining and testing all required preconstruction and production test cores. All coring and testing shall be at the Contractor's expense and performed in the presence of the Engineer, unless otherwise directed. The Engineer shall be notified a minimum of 24 hours prior to the Contractor performing any coring or testing operations.

All cores shall be obtained and tested for compressive strength in conformance with the requirements in ASTM Designation: C 42. Cores used for determining compressive strength shall not contain any bar reinforcement or other obstructions. The testing shall be performed at an independent testing facility approved by the Engineer. A copy of the test results shall be furnished to the Engineer within 5 days following completion of testing.

All test panels shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

PRECONSTRUCTION REQUIREMENTS

Prior to performing shotcrete work, the Contractor shall construct at least 2 preconstruction shotcrete test panels for each mixture being considered unless otherwise specified.

The nozzleperson shall have a minimum of 3000 hours experience as a nozzleperson on projects with a similar application.

At least 10 working days prior to constructing any shotcrete test panels, the Contractor shall submit to the Engineer for approval, a Quality Control Plan (QCP) for the proposed method of shotcrete placement. The plan shall include the following:

- A. The number and qualifications of nozzlepersons available to place shotcrete, the number of nozzlepersons on-site at any time during the shotcrete placement, description of their work schedule, and the procedures for avoiding fatigue of any nozzleperson.
- B. The proposed method of placing shotcrete, including, but not limited to, application rates, details of any proposed construction joints and their locations, and methods for achieving the required thickness and surface finish.
- C. The procedure for curing shotcrete surfaces.
- D. The description of a debris containment system, to be used during the cleaning of bar reinforcing steel and concrete and placing of shotcrete, as required to provide for public safety.

The Engineer shall have 10 working days to review and approve the QCP submittal after a complete plan has been received. No construction of shotcrete test panels shall be performed until the QCP is approved by the Engineer. Should the Engineer fail to complete the review within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in approving the QCP, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Preconstruction shotcrete test panels shall be constructed by the nozzlepersons and application crew scheduled to do the work, using equipment, materials, mixing proportions, ambient temperatures and procedures proposed for the work. The preconstruction shotcrete test panels shall be 1000 mm square, represent the application of shotcrete to native material, and shall conform to the following:

- A. One shotcrete test panel shall be unreinforced and shall have 3 cores taken from it and tested for compressive strength. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring, the core shall be discarded and the compressive strength shall be the average strength

of the remaining cores. The test panel shall be identified and submitted to the Engineer with the test results including a description of the mixture, proportions, and ambient temperature.

- B. One shotcrete test panel shall have the same (1) thickness, (2) bar size and amount of bar reinforcement or other obstructions and (3) positioning of bar reinforcement or obstructions as the most heavily reinforced section of shotcrete to be placed. After a minimum 7 days of cure, the test panel shall be broken by the Contractor, in the presence of the Engineer, into pieces no larger than 250 mm in greatest dimension. The surfaces of the broken pieces shall be dense and free of laminations and sand pockets, and shall verify that the bar reinforcement or other obstructions are completely encased. The shotcrete-to-native material interface shall be fully contacted.
- C. Both test panels shall be constructed and cured under conditions similar to the actual work.
- D. At the option of the Contractor, cores to be used for determining the compressive strength may be taken from the reinforced test panel described above in lieu of making a separate unreinforced test panel as described above. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring or contains bar reinforcement or other obstructions, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores. If cores are taken from the reinforced test panel, the panel shall not be broken into pieces, as described above, until it has cured for a minimum of 14 days.

PLACING

An air blowpipe shall be used during shotcrete placement to remove rebound, overspray and other debris from the areas to receive shotcrete.

Construction joints shall be tapered, and shall conform to the provisions in Sections 51-1.13, "Bonding," of the Standard Specifications.

All overspray and rebound shall be removed prior to final set and before placement of shotcrete on adjacent surfaces.

Rebound or any other material which has already exited the nozzle shall not be reused.

Shotcrete shall be cured in conformance with the provisions of Section 90-7.03, "Curing Structures," of the Standard Specifications.

TESTING AND ACCEPTANCE FOR COMPRESSIVE STRENGTH AND QUALITY OF SHOTCRETE

At least 3 production shotcrete test cores shall be taken from each 30 square meters or portion thereof of shotcrete placed each day. The cores shall be 76 mm in diameter. The location where cores are to be taken will be designated by the Engineer. Test cores shall be identified by the Contractor and a description of the core location and mixture, including proportions, shall be submitted to the Engineer with the test cores, immediately after coring. Cored holes shall be filled with mortar in conformance with the provisions in Section 51-1.135, "Mortar," of the Standard Specifications.

Upon receipt of the cores, the Engineer will perform a visual examination to determine acceptance, as described below. Within 48 hours after receipt, the Engineer will return the cores to the Contractor for compressive strength testing.

The compressive strength test shall be performed using the shotcrete production test cores described above. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores.

The basis of acceptance for production shotcrete test cores shall be (1) that the core is dense and free of laminations and sand pockets, and shows that the reinforcement or other obstructions are completely encased and (2) the same as specified for test cylinders in the fourth and fifth paragraphs of Section 90-9.01, "General," of the Standard Specifications.

If any production test core shows signs of defective shotcrete as described in (1) above, the shotcrete represented by such test core will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the shotcrete placed in the work are acceptable.

TESTING AND ACCEPTANCE FOR SHOTCRETE-TO-NATIVE MATERIAL INTERFACE

Prior to placement of footing reinforcement and concrete, the Contractor shall remove shotcrete at a minimum of two locations per excavation face (a total of sixteen locations minimum) to provide inspection access for examination of shotcrete-to-native material interface as specified in the approved working drawing and supplement. The locations of shotcrete sections to be removed shall be designated by the Engineer. The shotcrete sections to be removed shall be 300 mm square or 300 mm diameter minimum. The shotcrete sections to be removed shall be cut using a masonry saw or coring tool that permits the inspection of the shotcrete-to-native material interface after the section is removed. The Engineer will examine the holes created by shotcrete removal for shotcrete-to-native material contact. In the Engineer's presence, the Contractor shall measure the total length of full contact along the perimeter of shotcrete-to-native material interface. The results of measurements shall be submitted to the Engineer for review and approval. After the Contractor submits the results of measurements, the Contractor shall allow the Engineer 2 working days for review and approval. After the shotcrete section is removed, if the shotcrete-to-native material interface conditions can not be clearly identified for inspection, in the

Engineer's opinion, the shotcrete section shall be rejected and additional shotcrete sections shall be removed at the Contractor's expense.

The acceptance criteria of the shotcrete-to-native material interface for each excavation face shall be as follows:

- A. For the initial two shotcrete removal locations, at least 50% of shotcrete-to-native material interface along the perimeter of the holes shall be in full contact.
- B. If the contact percentage in Item A is less than 50%, two additional shotcrete sections shall be removed at locations designated by the Engineer. For all four shotcrete removal locations, at least 50% of shotcrete-to-native material interface along the perimeter of the holes shall be in full contact.
- C. If the contact percentage in Item B is less than 50% for all four shotcrete removal locations, the Contractor shall submit a mitigation plan to the Engineer for review and approval. The mitigation plan shall include the methods, equipment and materials to be used to meet the acceptance criteria of at least 50% of shotcrete-to-native material contact. After the Contractor submits the mitigation plan, the Contractor shall allow the Engineer 15 working days to review and approve the mitigation plan. No repair work shall begin until the Engineer approves, in writing, the Contractor's mitigation plan.

No additional time or compensation will be allowed for delays caused by repair or removal of shotcrete, including submittal of the mitigation plan and the Engineer's review time.

Removed shotcrete sections shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Full compensation for shotcrete including the Quality Control Plan, constructing and breaking test panels, furnishing and testing cores and patching cored holes, and removal of shotcrete sections and inspection and measurement of shotcrete-to-native material interface shall be considered as included in the contract price paid per cubic meter for structure excavation (bridge) and no separate payment will be made therefor.

BLASTING

Attention is directed to, "Project Information," and "Photo Survey of Existing Facilities," of these special provisions, regarding the Blasting Demonstration Report, and photo survey of the existing facilities.

Attention is directed to "Order of Work," of these special provisions regarding transportation and use of explosives.

If the Contractor elects to use blasting for structure excavation (bridge) at Piers W2 , project blasting shall conform to Sections 7-1.10, "Use of Explosives," and 19-2.03, "Blasting," of the Standard Specifications and these special provisions.

The Contractor shall control project blasting effects (fly rock, ground motion, and air noise levels) within the safe limits so as not to cause damage to neighboring improvements.

Blasting Plan Submittal

The Contractor shall submit a blasting plan to the Engineer detailing how he proposes to control fly rock, air noise level, and ground motion peak particle velocity. No blasting operations, including drilling, shall start until the Engineer has reviewed and approved the blasting plan.

The Contractor shall submit the blasting plan in accordance with the provisions in "Working Drawings," of the special provisions not less than 30 working days before commencing blasting activity or at any time the Contractor proposes to change the drilling and blasting methods. The Contractor shall provide 10 working days for the Engineer to complete the review of the blasting plan. In the event that additional blasting plans are required, the Contractor shall provide 5 working days for the review of each additional plan.

The blasting plan shall provide for limiting ground motion to a maximum peak particle of 100 mm/sec at the existing E1 Pier of the San Francisco Oakland Bay Bridge (Bridge No. 33-0025), and 50 mm/sec at the Torpedo Building (Building 262). Controlling fly rock, air noise levels, and ground motor peak particle velocities as specified herein shall not relieve the Contractor of his responsibility for assuring the complete safety of his operation.

The blasting plan shall indicate the type and method of instrumentation proposed by the Contractor to determine air noise levels, and ground motion peak particle velocity at the nearest improvements. The blasting plan shall also provide for a pre-blast reconnaissance survey of all adjacent improvements.

Approval of the Contractor's blasting plan or blasting procedures shall not relieve the Contractor of any of his responsibility under the contract for assuring the complete safety of his operations with respect to neighboring improvements, or for the successful completion of the work in conformance with the requirements of the plans and specifications.

If the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, the Contractor's controlling operations are delayed or interfered with by reason of the delay, an extension of time commensurate with the delay will be granted as provided in Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

Qualifications

The blasting supervisors (blaster in charge) shall have a minimum of 10 years experience, directly related to the specific types of blasting they are supervising.

All blasters and supervisors shall be properly qualified and licensed in accordance with applicable federal, State, and local government regulations.

The Contractor shall retain the services of an experienced seismologist or engineering consultant with at least 10 years experience in monitoring blasting operations and interpreting ground vibration, air overpressure, and water pressure amplitudes for similar construction projects.

The Contractor shall retain the services of an experienced specialist who will conduct the pre-blast inspections of private properties as specified herein. The specialist shall have performed similar pre-construction survey services on at least three projects of similar scope and complexity.

Pre-Blast Condition Survey

The Contractor shall perform a pre-blast survey of specified buildings and structures, and utilities within 100 meters or which may potentially be at risk from blasting damage. The survey method used shall be acceptable to the Contractor's insurance company. The Contractor shall perform the pre-blast survey within 30 working days in advance of the planned commencement or resumption of blasting operations and pre-blast records shall be made available to the Engineer for review. The Contractor prior to the beginning of the blast shall notify occupants of the local buildings. The pre-blast survey shall, as a minimum, contain the following:

- A. The name of the person making the inspection.
- B. The names of the property owner and occupants, the addresses of the property, the date and time of the inspection.
- C. A complete description of the structure(s) or other improvement(s) including culverts and bridges.
- D. A detailed interior inspection with each interior room (including attic and basement spaces) designated and described. All existing conditions of the walls, ceiling and floor such as cracks, holes and separations shall be noted.
- E. A detailed exterior inspection fully describing the existing conditions of all foundations, walls, roofs, doors, windows, and porches.
- F. A detailed listing, inspection and documentation of existing conditions of garages, outbuildings, sidewalks and driveways.
- G. A detailed listing of highway signposts, light fixtures and overhead power lines.
- H. A survey of any wells or other private water supplies including total depth and existing water surface levels.

The Contractor shall perform a re-survey of all locations whenever blasting operations are either terminated or suspended for a period in excess of 30 working days. The documentation may consist of either a written report, or videotape with voice narration. The videotape, if used, must include date and time displayed on the image. The Contractor shall provide copies of the pre-blast inspection report or videotape documentation to the Engineer at the time that the blasting plan is submitted.

The Contractor shall control project blasting so that vibration, flyrock, ground and vibration motion, and air noise levels do not cause damage to nearby structures including highway sign posts, light fixtures and parked vehicles, undue annoyance to nearby residents, or danger to employees on the project. The Contractor shall use controlled blasting techniques and designs and shall coordinate the traffic control during blasting operation. The Contractor shall be responsible for all damage resulting from blasting.

Vibration Control and Monitoring

When blasting within proximity of buildings, structures, or utilities that may be subject to damage from blast-induced ground vibrations, the Contractor shall control ground vibrations by the use of properly designed delay sequences and allowable charge weights per delay. Allowable charge weights per delay shall be based on vibration levels that will not cause damage. The Contractor shall perform trial blasts to select allowable charge weights per delay by measuring vibration levels. The Contractor shall select proper control method to limit over break. The trial blasts shall be carried out in conformance with the blasting test section requirements, modified as required to limit ground vibrations to a level which will not cause damage. The blasting test section requirements require that two seismographs be used, one placed on the end of

the shot and one placed at 90 degrees behind the shot to establish vibration levels and their relation to the measurement location. The Contractor shall have full responsibility to control over break.

Whenever vibration damage to adjacent structures is possible, the Contractor shall monitor each blast with an approved seismograph located, as approved, between the blast area and the structures subject to the blast site. The seismograph used shall be capable of recording particle velocities for three mutually perpendicular components of vibration in the range generally found with controlled blasting.

The Contractor shall employ a qualified vibration specialist to establish safe vibration limits. The vibration specialist shall also interpret the seismograph records to ensure that the seismograph data are utilized effectively in the control of the blasting operations with respect to the existing structures. The vibration specialist used shall be subject to the Engineer's approval.

The Contractor shall provide vibration monitoring at the following locations:

- A. Existing E1 pier of San Francisco-Oakland Bay Bridge
- B. Torpedo Building (Building 262)
- C. Navy Building 1
- D. Coast Guard Building 27

The measuring devices should be positioned at the closest face of structure or body of water to the blast site.

Data recorded for each shot shall be furnished to the Engineer prior to the next blast and shall include the following information:

- A. Identification of instrument used.
- B. Name of qualified observer and interpreter.
- C. Distance and direction of recording station from blast area.
- D. Type of ground at recording station and material on which instrument is sitting.
- E. Maximum particle velocity in each component.
- F. A dated and signed copy of seismograph readings record.

At the Contractor's option, shot designs may be based upon scaled distance following the chart below. The scaled distance is the ratio of distance in feet from the blast site to the site to be protected to the square root of the maximum explosive weight used for each delay of 9 milliseconds or more.

Blast Design Table

Distance to site to be protected	Scaled distance factor
0 to 91 meters	22.57 m/kg ^{1/2}
91 to 1,524 meters	24.94 m/kg ^{1/2}
1,524 meters	29.4 m/kg ^{1/2}

Environment Protection

Sound Pressure Level (SPL) due to blasting shall not be greater than 180 dB (decibels) in the water at a distance of 10 meters from any point on the shoreline at Yerba Buena Island. The Contractor shall design blasting plan to meet SPL performance limitations and shall perform trial blasts to select allowable charge weights per delay based on measured values of SPL. The Engineer will conduct acoustical monitoring and marine mammal monitoring during all blasting activities. The safe distance for marine mammals due to blasting effects is herein referred to as the Marine Mammal Safety Zone (MMSZ). The MMSZ will be established at a 50-meter radii from the shoreline adjacent to the blasting area, and may be increased or decreased in size based on results of acoustical monitoring. The purpose of the marine mammal monitoring is to prohibit blasting activity if marine mammals are present within the MMSZ. In addition, the Engineer will monitor for Pacific herring spawning event within a 200-meter distance from the shoreline adjacent to the blasting area. If spawning is observed, blasting activity will be prohibited. Work shall not resume until the Engineer notifies the Contractor, which is expected to be approximately 14 calendar days from the time of spawning.

The Contractor shall provide two working days advance notice to the Engineer before each day he is planning to blast. The marine mammal monitoring shall commence at least 15 minutes before blasting begins. The Engineer will have the sole discretion to direct Contractor with approval to proceed with blasting operation prior to each and every blast.

The Department will conduct surveys and monitoring of bird activity before and during blasting activities as part of an agreement with the resource agencies.

Air Blast and Noise Control

The Contractor shall install an air blast monitoring system between the main blasting area and the nearest structure subject to blast damage or annoyance. The equipment used to make the air blast measurements shall be the type specifically manufactured for that purpose. Noise levels shall be held below 125 dbA at the nearest structure or designated location. The Contractor shall use appropriate blast hole patterns, detonation systems, and stemming to prevent venting of blasts and to minimize air blast and noise levels produced by the blasting operations. The decibel level shall be lowered if it proves to be too high based on damage or complaints. The Contractor shall furnish a permanent, signed and dated record of the noise level measurement to the Engineer immediately after each shot.

Flyrock Control

Before the firing of any blast in areas where flying rock may result in personnel injury or unacceptable damage to property, parked vehicles or the work, the Contractor shall cover the rock to be blasted with approved blasting mats, soil, or other equally serviceable material, to prevent flyrock.

If flyrock leaves the construction site and lands on private property all blasting operations will cease until a qualified consultant, hired by the Contractor, reviews the site and determines the cause and solution to the flyrock problem. Before blasting proceeds, a written report shall be submitted by the Contractor to the Engineer for approval.

Video Recordings of Blasts

Videotape recordings will be taken of each blast. The tapes or sections of tapes will be indexed in a manner to properly identify each blast. At the option of the Engineer, copies of videotapes of blasts will be furnished on a weekly basis.

The Contractor shall keep accurate records of each blast. Blasting records shall be made available to the Engineer at all times and shall contain the following data as a minimum:

- A. Blast Identification by numerical and chronological sequence.
- B. Location (referenced to stationing), date and time of blast.
- C. Type of material blasted.
- D. Number of holes.
- E. Diameter, depth and spacing of holes.
- F. Height or length of stemming.
- G. Types of explosives used.
- H. Type of caps used and delay periods used.
- I. Total amount of explosives used.
- J. Maximum amount of explosives per delay period of 9 milliseconds or greater.
- K. Powder factor (pounds of explosive per cubic yard of material blasted).
- L. Method of firing type.
- M. Weather conditions (including wind direction).
- N. Direction and distance to nearest structure or structures of concern.
- O. Type and method of instrumentation.
- P. Location and placement of instruments.
- Q. Instrumentation records and calculations for determination of ground motion particle velocity or for charge size based on scaled distance.
- R. Measures taken to limit air noise and fly rock.
- S. Any unusual circumstances or occurrences during blast.
- T. Measures to limit over break
- U. Name of contractor.
- V. Name and signature of responsible blaster.

Blasting Guards

The Contractor shall provide sufficient blasting guards and station them around the blasting area during blasting to assure that people and structures are not endangered. Traffic during blasting shall be controlled by the Contractor.

Blasting operations may be suspended by the Engineer for any of the following:

- A. Safety precautions, monitoring equipment and traffic control measures are inadequate.
- B. Ground motion particle velocity or air noise exceeds the limits specified.
- C. Blasting control plan have not been approved.

- D. Required records are not being kept.
- E. Excessive outbreak as determined by the Engineer

Suspension of blasting operations shall in no way relieve the Contractor of his responsibilities under the terms of this contract. Blasting operations shall not resume until modifications have been made to correct the conditions that resulted in the suspension.

Blasting complaints shall be accurately recorded by the Contractor as to complainant, address, date, time, nature of the complaint, name of person receiving the complaint, the complaint investigation conducted, and the disposition of the complaint. The Contractor shall make the complaint available to the Engineer as soon as practical, but no later than at the beginning of the following day's work shift.

PAYMENT

Full compensation for blasting including all the requirements as specified herein, shall be considered as included in the contract price paid per cubic meter for structure excavation (bridge) and no separate payment will be made therefor.

10-1.30 MOVE-IN/MOVE-OUT (TEMPORARY SOIL STABILIZER/EROSION CONTROL)

Move-in/move-out (temporary soil stabilizer/erosion control) shall include moving onto the project when an area is ready to receive erosion control as determined by the Engineer, setting up all required personnel and equipment for the application of erosion control materials and moving out all personnel and equipment when erosion control in that area is completed.

When areas are ready to receive applications of temporary soil stabilizer or erosion control (Type D), as determined by the Engineer, the Contractor shall begin erosion control work in that area within 5 working days of the Engineer's notification to perform the erosion control work.

Attention is directed to the requirements of temporary soil stabilizer and erosion control (Type D) elsewhere in these special provisions.

Quantities of move-in/move-out (temporary soil stabilizer/erosion control) will be determined as units from actual count as determined by the Engineer. For measurement purposes, a move-in followed by a move-out will be considered as one unit.

The contract unit price paid for move-in/move-out (temporary soil stabilizer/erosion control) shall include full compensation for furnishing all labor, materials (excluding erosion control materials), tools, equipment, and incidentals and for doing all the work involved in moving in and removing from the project all personnel and equipment necessary for application of temporary soil stabilizer and erosion control (Type D), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.31 EROSION CONTROL (TYPE B)

Erosion control (Type B) shall conform to the plans, the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Erosion control (Type B) work shall consist of installing erosion control netting, twisted wire mesh and securing the netting and wire mesh to the slope surface with slope anchors and wire rope restraint at locations shown on the plans.

Following the installation of erosion control (Type B), erosion control materials shall be applied onto the netting face, measured and paid for, as specified in Erosion Control (Type D) of these specifications.

MATERIALS

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

Erosion Control Netting

Erosion Control Netting shall consist of 100 percent spun coir fiber and shall conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 3776	400
Minimum Tensile Strength, kilonewtons, ASTM Designation: D 4595-86	9.0 to 11.3 kN/m in longitudinal direction (dry) 5.0 to 10.7 kN/m in cross-direction (dry) 6.0 to 9.8 kN/m in longitudinal direction (wet) 4.0 to 9.4 kN/m in cross- direction (wet)
Roll Width, meters, min.	4
Area/Roll, square meters, min.	200
Open Area, percent	63-70

Staples

Staples for erosion control netting shall be as shown on plans.

Twisted Wire Mesh

Twisted wire mesh materials shall conform to the following:

All structural steel components shall comply with ASTM Designation: A 36.

All bolts, nuts, and washers shall comply with ASTM Designation: A 325.

The wire rope shall be galvanized in accordance with the requirements of Federal Specification RR-W-410D.

Wire mesh fabric for twisted wire mesh, shall be zinc coated (244 g per square meter), 12 gauge, and polyvinyl chloride coated (15 mils minimum film thickness). The mesh shall form a uniform hexagonal pattern and shall be formed with a nonraveling twist. The major axis of any opening shall not exceed 120 mm. The area of hexagonal opening, approximately 82.6 mm by 114 mm, shall not exceed 73.5 square mm. The wire mesh panel shall be approximately 3.6 meters wide.

Individual wires of mesh shall meet the following minimum requirements:

Tensile Strength (MPa)	ASTM A 370	414 Min.
Tensile area includes galvanization		

Tie wires used to fasten the mesh to cables or to adjacent panels shall be galvanized and no smaller than 13.5 gauge. Hexagonal wire mesh shall be securely fastened to the rock drapery system. Spacing of the tie wires shall be a minimum of 153 mm and a maximum of 457 mm.

Slope Anchors

Slope anchors shall conform to the following:

Slope anchors installed in soil shall be made of ductile iron anchor with a minimum holding capacity of 1364 kg. The anchor shall be designed to pivot once embedded into the ground. Holding capacity and pull out resistance is achieved by the anchor pivoting below ground while the anchor is being set. The anchor shall be hot-dipped galvanized and shall be equipped with a 12.5 m standard or forged screw zinc coated anchor rod. The anchor rod shall have a minimum diameter of 12.5 mm. The top 38 mm of the anchor rod shall be threaded.

Slope anchors installed in rock shall be galvanized metal rod with a minimum diameter of 25.4 mm. The top 50 mm of each rod shall be threaded.

Grout

Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting" of the Standard Specifications. California Test 541 will not be required nor will the grout be required to pass through the screen with a 1.8 mm-maximum clear opening prior to being introduced into the grout pump. Fine aggregate may be added to the grout mixture of Portland cement and water drilled in holes 152 mm in diameter or greater, but only to the extent that the cement content of the grout is not less than 502 kilograms per cubic meter of grout. Fine aggregate, if used, shall conform to the provisions in Section 90-2 "Materials," and Section 90-3, "Aggregate Grading," of the Standard Specifications.

Anchor Plate

A metal anchor plate shall be 9.5 mm in thickness and shall have a slotted or round opening. The plate shall be furnished uniformly coated with a non-corrosive coating.

Wire Rope Restraint

Wire rope restraint shall be a 15.8 mm minimum diameter galvanized wire rope that is multi-strand and braided.

Miscellaneous Material

All miscellaneous hardware such as thimbles, bolts, nuts, etc., shall be galvanized and conform to Section 75, "Miscellaneous Metals," of the Standard Specifications.

INSTALLATION

Erosion control (Type B) shall be installed as follows:

Slope ladders shall be employed during installation to prevent sloughing of material.

Erosion control netting strips shall be placed loosely on the slope with the vertical joints perpendicular to the slope contour lines. Vertical and transverse joints of each strip shall be overlapped a minimum of 100 mm with adjacent strips and stapled. Staples shall be driven perpendicular to the slope, and shall be located and spaced as shown on the plans. Staples shall be driven such that the top of the staple is flush with the ground surface. All ends of the netting shall be buried in place as shown on the plans.

Twisted wire mesh shall be placed over the erosion control netting with the vertical joints perpendicular to the slope contour lines and staggered between sections of the erosion control netting such that vertical joints of the mesh are not located on top of vertical netting joints.

Wire mesh shall be secured to the slope with anchor bolt assemblies as shown on the plans. Anchor bolt assemblies shall be located at the overlapped edge portion of adjoining panels or at a closer interval that conforms to the existing topography. Each panel shall overlap the adjacent panel by 300 mm and shall be fastened together. Due to irregular slope surface, individual panels may not overlap each other along the panel edges. In order to mold each panel to lie flush with the slope face and to maintain as perpendicular as possible the alignment of each panel, some gaps between panels may be necessary.

Gaps shall be filled by installing filler panels fitted to provide the specified overlap requirement shall be attached by either threading and lacing a selvedge wire along the perimeter edge or installing ties at a maximum spacing of 150 mm along the perimeter.

Drilled holes for metal anchor rods shall be a minimum of 50 mm in diameter and filled with grout prior to insertion of the rod. The length of the drill hole shall be long enough to accept the full length of the metal rod. All anchors installed in drilled holes shall have at least 2 centralizers equally spaced to adequately support and center the rod in the drilled hole.

Care shall be taken to ensure that a sufficient length of the threaded portion of all slope anchors are above the plane of the slope to accept the metal anchoring plate, washers and nuts.

Adjoining overlapped panels shall be continuously connected vertically by either threading and lacing selvedge wire along the full vertical length of each overlapped edge as per manufacturer's recommendations or installing wire ties continually along the vertical edges at a maximum spacing of 150 mm.

CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in accordance with the provisions of Section 6-1.07, "Certificate of Compliance," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The quantity of Erosion Control (Type B) will be determined by the square meter from actual measurement of the area covered by the erosion control netting and twisted wire mesh excluding overlapped portions.

The contract price paid per square meter for Erosion Control (Type B) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and securing erosion control netting and twisted wire mesh complete in place as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.32 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions and shall consist of applying erosion control materials to erosion control netting areas, erosion control (Type B) areas, embankment and excavation slopes and other areas disturbed by construction activities.

Erosion control (Type D) shall be applied when an area is ready to receive erosion control as determined by the Engineer and in conformance with the provisions in "Move-in/Move-out (Erosion Control)" of these special provisions.

If the slope on which the erosion control is to be placed is finished during the rainy season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately to the slope.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

Erosion Control (Type D) shall be applied upon completion of erosion control (Type B) and Fiber Roll installation as described in these special provisions.

MATERIALS

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

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lotus purshianus (Spanish clover)	40	5.0
Lupinus bicolor (Pygmy-Leaf Lupine)	50	4.0
Trifolium incarnatum (Crimson clover)	50	10.0
Lupinus succulentus (Arroyo Lupine)	50	7.0

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED		
Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Hordeum vulgare 'UC 337' (Cereal Barley)	80	45.0
Eschscholzia californica (California Poppy)	50	6.0
Collinsia heterophyllus (Chinese houses)	40	2.0
Hordeum californicum (California Barley)	50	14.0
Elymus glaucus, Berkeley (Blue wild Rye, Berkeley)	40	12.0
Nassella Pulchra (Purple needlegrass)	35	10.0
Achillea millefolium (White Yarrow)	35	1.0

Straw

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

Straw shall be derived from rice.

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 9.5-mm screen. The moisture content of the compost shall not exceed 35 –40 percent. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 –40 percent. Moist samples of compost on an as received basis shall be dried in an oven at a temperature between 105°C and 115°C until a constant dry weight of the sample is achieved. The percentage of moisture will be determined by dividing the dry weight of the sample by the moist weight of the sample and then multiplying by 100. Compost will be tested for maturity and stability with a Solvita test kit. The compost shall measure a minimum of 5-6 on the maturity and stability scale.

Stabilizing Emulsion

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

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive derivative of *Plantago ovata* used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in separate applications as follows:

For all graded areas and areas disturbed by construction activity, applications A, B and C shall be required.

For all areas with Erosion Control (Type B), only applications A and C shall be required.

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Legume Seed	26.0
Non-Legume Seed	90.0
Fiber	310
Compost	940

- B. Straw shall be applied at the rate of 4.0 tonnes per hectare based on slope measurements. Incorporation of straw will not be required. Straw shall be distributed evenly without clumping or piling.
- C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	310
Compost	940
Stabilizing Emulsion (Solids)	140

Hydraulic application of materials for erosion control (Type B) areas shall be by hose, from the ground. Erosion control materials shall be applied at close range onto the slope face such that the materials are well integrated into the erosion control materials and in close contact with the ground surface. Application shall be perpendicular to the slope face such that erosion control (Type B) materials are not damaged or displaced. Any erosion control materials that are damaged or displaced shall be immediately be repaired by the Contractor at his expense.

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

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

Compost (erosion control) will be measured by the kilogram, whichever unit is designated in the Engineer's Estimate. The weight will be as determined by the Engineer from marked mass and sack count or from scale weighings.

The contract price paid per kilogram for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.33 FIBER ROLLS

Fiber rolls shall conform to the details shown on the plans and these special provisions.

MATERIALS

Fiber rolls shall consist of one of the following:

- A. Fiber rolls shall be constructed with manufactured blankets consisting of one material or a combination of materials consisting of wood excelsior, rice or wheat straw, or coconut fibers. Blankets shall measure approximately 2.0 to 2.4 m wide by 20 m to 29 m in length. Wood excelsior material shall have individual fibers, 80 percent of which shall be 150 mm or longer in fiber length. Blankets shall have a photodegradable plastic netting or biodegradable jute, sisal or coir fiber netting on at least one side. The blanket shall be rolled on the blanket's width and secured with jute twine spaced 2 m apart along the roll for the full length and 150 mm from each end of the individual rolls. The finished roll diameter shall be a minimum of 200 mm and a maximum of 250 mm and shall weigh not less than 0.81 kg/m. Overlapping of more than one blanket may be required to achieve the finished roll diameter. When overlapping is required, blankets shall be longitudinally overlapped 150 mm along the length of the fabric.
- B. Fiber rolls shall be pre-manufactured rice or wheat straw, wood excelsior or coconut fiber rolls encapsulated within a photodegradable plastic or biodegradable jute, sisal or coir fiber netting. Each roll shall be a minimum of

200 mm and a maximum of 250 mm in diameter, 3 m to 6 m in length and shall weigh not less than 1.6 kg/m. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the individual rolls.

- C. Stakes shall be fir or pine and shall be a minimum of 19 mm x 38 mm x 450 mm in length. Metal stakes may be used as an alternative. The Contractor shall submit a sample of the metal stake to the Engineer prior to installation. The tops of the metal stakes shall be bent over at a 90-degree angle. No additional compensation will be allowed for the use of a metal stake.

INSTALLATION

Fiber rolls shall be joined tightly together to form a single linear roll that is installed as shown on the plans. Fiber rolls shall be installed prior to the application of other erosion control materials.

Furrows shall be constructed at a slight angle to the slope contour to a depth of 50 mm to 100 mm, and at a sufficient width to hold the fiber rolls. The installed angle of the fiber roll to the slope contour shall create a 1 to 2 percent grade from the center to the edge of the slope. The bedding area for the fiber roll shall be cleared of obstructions including, but not limited to, rocks, clods and debris greater than 25 mm in diameter prior to installation. Fiber rolls shall be installed as shown on the plans.

Stakes shall be installed 600 mm apart along the total length of the rolls and 125 mm from the end of each individual roll. Stakes shall be driven flush or a maximum of 50 mm above the roll.

MEASUREMENT AND PAYMENT

Fiber rolls will be measured by the meter from end to end along the centerline of the installed rolls.

The contract price paid per meter for fiber rolls shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing fiber rolls, complete in place, including stakes, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.34 PILING

GENERAL

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these special provisions.

Foundation information is included in the "Information Handout" available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Rock cores are available for viewing at the Transportation Laboratory.

Difficult pile installation is anticipated due to the presence of ground water and the requirements of pile embedment into rock, and access to the site.

CAST-IN-DRILLED-HOLE CONCRETE PILES

Cast-in-drilled-hole concrete piling shall conform to the provisions in Section 49-4, "Cast-In-Place Concrete Piles," of the Standard Specifications and these special provisions.

Cast-in-drilled-hole concrete piling (rock socket) shall consist of drilling sockets in bedrock to the depths or lengths specified and filling with reinforced concrete in conformance with the details shown on the plans and these special provisions.

Equipment or methods used for drilling holes shall not result in a smooth hole. Diamond drilling bits will not be permitted. All surfaces of drilled holes shall exhibit a roughness of not less than 6 mm full amplitude. Roughness of drilled holes shall be verified by the Contractor using a video camera capable of viewing any location with a reference object in 6 mm in the video camera's viewing window within the drilled holes. At the Engineer's option, the Engineer may inspect the Contractor's verification process of the roughness of drilled holes by either real-time viewing video camera or a recorded media of the drilled holes at mutually agreed sections of the pile. Recordings shall indicate the azimuth and depth of the camera.

The provisions of "Welding" of these special provisions shall not apply to temporary steel casings.

Cast-in-drilled-hole concrete piles may be constructed by excavation and depositing concrete under slurry.

Materials

Concrete deposited under slurry shall have a nominal penetration equal to or greater than 90 mm. Concrete shall be proportioned to prevent excessive bleed water and segregation.

Concrete deposited under slurry shall contain not less than 400 kg of cementitious material per cubic meter.

The combined aggregate grading used in concrete for cast-in-drilled-hole concrete piling shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading and shall conform to the requirements in Section 90-3 "Aggregate Gradings," of the Standard Specifications.

Mineral Slurry

Mineral slurry shall be mixed and thoroughly hydrated in slurry tanks, and slurry shall be sampled from the slurry tanks and tested before placement in the drilled hole.

Slurry shall be recirculated or continuously agitated in the drilled hole to maintain the specified properties.

Recirculation shall include removal of drill cuttings from the slurry before discharging the slurry back into the drilled hole. When recirculation is used, the slurry shall be sampled and tested at least every 2 hours after beginning its use until tests show that the samples taken from the slurry tank and from near the bottom of the hole have consistent specified properties. Subsequently, slurry shall be sampled at least twice per shift as long as the specified properties remain consistent.

Slurry that is not recirculated in the drilled hole shall be sampled and tested at least every 2 hours after beginning its use. The slurry shall be sampled midheight and near the bottom of the hole. Slurry shall be recirculated when tests show that the samples taken from midheight and near the bottom of the hole do not have consistent specified properties.

Slurry shall also be sampled and tested prior to final cleaning of the bottom of the hole and again just prior to placing concrete. Samples shall be taken from midheight and near the bottom of the hole. Cleaning of the bottom of the hole and placement of the concrete shall not start until tests show that the samples taken from midheight and near the bottom of the hole have consistent specified properties.

Mineral slurry shall be tested for conformance to the requirements shown in the following table:

MINERAL SLURRY		
PROPERTY	REQUIREMENT	TEST
Density (kg/m ³) - before placement in the drilled hole - during drilling - prior to final cleaning - immediately prior to placing concrete	1030* to 1110* 1030* to 1200*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/liter) bentonite attapulgate	 29 to 53 29 to 42	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 to 10.5	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - prior to final cleaning - immediately prior to placing concrete	 less than or equal to 4.0	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 32 kg/m ³ . Slurry temperature shall be at least 4 degrees Celsius when tested.		

Any caked slurry on the sides or bottom of hole shall be removed before placing reinforcement. If concrete is not placed immediately after placing reinforcement, the reinforcement shall be removed and cleaned of slurry, the sides of the drilled hole cleaned of caked slurry, and the reinforcement again placed in the hole for concrete placement.

Synthetic Slurry

Synthetic slurries shall be used in conformance with the manufacturer's recommendations and these special provisions. The following synthetic slurries may be used:

PRODUCT	MANUFACTURER
SlurryPro CDP	KB Technologies Ltd. Suite 216 735 Broad Street Chattanooga, TN 37402 (800) 525-5237
Super Mud	PDS Company c/o Champion Equipment Company 8140 East Rosecrans Ave. Paramount, CA 90723 (562) 634-8180
Shore Pac GCV	CETCO Drilling Products Group 1350 West Shure Drive Arlington Heights, IL 60004 (847) 392-5800

Inclusion of a synthetic slurry on the above list may be obtained by meeting the Department's requirements for synthetic slurries. The requirements can be obtained from the Office of Structure Design, P.O. Box 942874, Sacramento, CA 94274-0001.

Synthetic slurries listed may not be appropriate for a given site.

Synthetic slurries shall not be used in holes drilled in primarily soft or very soft cohesive soils as determined by the Engineer.

A manufacturer's representative, as approved by the Engineer, shall provide technical assistance for the use of their product, shall be at the site prior to introduction of the synthetic slurry into a drilled hole, and shall remain at the site until released by the Engineer.

Synthetic slurries shall be sampled and tested at both mid-height and near the bottom of the drilled hole. Samples shall be taken and tested during drilling as necessary to verify the control of the properties of the slurry. Samples shall be taken and tested when drilling is complete, but prior to final cleaning of the bottom of the hole. When samples are in conformance with the requirements shown in the following tables for each slurry product, the bottom of the hole shall be cleaned and any loose or settled material removed. Samples shall be obtained and tested after final cleaning with steel reinforcement in place and just prior to placing concrete.

SlurryPro CDP synthetic slurries shall be tested for conformance to the requirements shown in the following table:

SLURRYPRO CDP KB Technologies Ltd.		
PROPERTY	REQUIREMENT	TEST
Density (kg/m ³) - during drilling - prior to final cleaning - just prior to placing concrete	less than or equal to 1075* less than or equal to 1025*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/liter) - during drilling -prior to final cleaning - just prior to placing concrete	53 to 127 less than or equal to 74	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	6 to 11.5	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - prior to final cleaning - just prior to placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 32 kg/m ³ . Slurry temperature shall be at least 4 degrees Celsius when tested.		

Super Mud synthetic slurries shall be tested for conformance to the requirements shown in the following table:

SUPER MUD PDS Company		
PROPERTY	REQUIREMENT	TEST
Density (kg/m ³) - prior to final cleaning - just prior to placing concrete	less than or equal to 1025*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/liter) - during drilling - prior to final cleaning - just prior to placing concrete	34 to 64 less than or equal to 64	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 to 10.0	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - prior to final cleaning -just prior to placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
<p>*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 32 kg/m³. Slurry temperature shall be at least 4 degrees Celsius when tested.</p>		

Shore Pac GCV synthetic slurries shall be tested for conformance to the requirements shown in the following table:

Shore Pac GCV CETCO Drilling Products Group		
PROPERTY	REQUIREMENT	TEST
Density (kg/m ³) - prior to final cleaning - just prior to placing concrete	less than or equal to 1025*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/liter) - during drilling - prior to final cleaning - just prior to placing concrete	35 to 78 less than or equal to 60	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8.0 to 11.0	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - prior to final cleaning -just prior to placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 32 kg/m ³ . Slurry temperature shall be at least 4 degrees Celsius when tested.		

Construction

The Contractor shall submit a placing plan to the Engineer for approval prior to producing the test batch for cast-in-drilled-hole concrete piling and at least 10 working days prior to constructing piling. The plan shall include complete description, details, and supporting calculations as listed below:

A. Requirements for all cast-in-drilled hole concrete piling:

1. Concrete mix design, certified test data, and trial batch reports.
2. Drilling methods and equipment.
3. Proposed method for casing installation and removal when necessary.
4. Plan view drawing of pile showing reinforcement and inspection pipes, if required.
5. Methods for placing, positioning, and supporting bar reinforcement.
6. Methods and equipment for accurately determining the depth of concrete and actual and theoretical volume placed.
7. Methods and equipment for verifying that the bottom of the drilled hole is clean prior to placing concrete.
8. Methods and equipment for preventing upward movement of reinforcement, including the Contractor's means of detecting and measuring upward movement during concrete placement operations.

B. Additional requirements when concrete is placed under slurry:

1. Concrete batching, delivery, and placing systems including time schedules and capacities therefor. Time schedules shall include the time required for each concrete placing operation at each pile.
2. Concrete placing rate calculations. When requested by the Engineer, calculations shall be based on the initial pump pressures or static head on the concrete and losses throughout the placing system, including anticipated head of slurry and concrete to be displaced.
3. Suppliers test reports on the physical and chemical properties of the slurry and any proposed slurry chemical additives including Material Safety Data Sheet.
4. Slurry testing equipment and procedures.
5. Removal and disposal of excavation, slurry, and contaminated concrete, including methods and rates of removal.
6. Slurry agitating, recirculating, and cleaning methods and equipment.

In addition to compressive strength requirements, the consistency of the concrete to be deposited under slurry shall be verified before use by producing a batch to be tested. The test batch shall be produced and delivered to the project under conditions and in time periods similar to those expected during the placement of concrete in the piles. Concrete for the test batch shall be placed in an excavated hole or suitable container of adequate size to allow testing in conformance with California Test 533. Depositing of test batch concrete under slurry will not be required. For piles where the time required for each concrete placing operation, as submitted in the placing plan, will be 2 hours or less, the test batch shall demonstrate that the proposed concrete mix design achieves both the specified nominal penetration and a penetration of at least 50 mm after twice that time has elapsed. For piles where the time required for each concrete placing operation, as submitted in the placing plan, will be more than 2 hours, the test batch shall demonstrate that the proposed concrete mix design achieves both the specified nominal penetration and a penetration of at least 50 mm after that time plus 2 hours has elapsed. The time period shall begin at the start of placement. The concrete shall not be vibrated or agitated during the test period. Upon completion of testing, the concrete shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Concrete deposited under slurry shall not be vibrated until all temporary casing is removed and concrete contaminated with soil, slurry, or other materials is removed. Concrete deposited under slurry shall be vibrated in the upper 2 m of the pile.

The concrete deposited under slurry shall be carefully placed in a compact, monolithic mass and by a method that will prevent washing of the concrete. Placing concrete shall be a continuous operation lasting not more than the time required for each concrete placing operation at each pile, as submitted in the placing plan, unless otherwise approved in writing by the Engineer. The concrete shall be placed with concrete pumps and delivery tube system of adequate number and size to complete the placing of concrete in the time specified. The delivery tube system shall consist of one of the following:

- A. A tremie tube or tubes, each of which are at least 250 mm in diameter, fed by one or more concrete pumps.
- B. One or more concrete pump tubes, each fed by a single concrete pump.

The delivery tube system shall consist of watertight tubes with sufficient rigidity to keep the ends always in the mass of concrete placed. If only one delivery tube is utilized to place the concrete, the tube shall be placed near the center of the drilled hole. Multiple tubes shall be uniformly spaced in the hole. Internal bracing for the steel reinforcing cage shall accommodate the delivery tube system. Tremies shall not be used for piles without space for a 250-mm tube.

Spillage of concrete into the slurry during concrete placing operations shall not be allowed. Delivery tubes shall be capped with a water tight cap, or plugged above the slurry level with a good quality, tight fitting, moving plug that will expel the slurry from the tube as the tube is charged with concrete. The cap or plug shall be designed to be released as the tube is charged. The pump discharge or tremie tube shall extend to the bottom of the hole before charging the tube with concrete. After charging the delivery tube system with concrete, the flow of concrete through a tube shall be induced by slightly raising the discharge end. During concrete placement, the tip of the delivery tube shall be maintained to prevent reentry of the slurry into the tube. Until at least 3 m of concrete has been placed, the tip of the delivery tube shall be within 150 mm of the bottom of the drilled hole, and then the embedment of the tip shall be maintained at least 3 m below the top surface of the concrete. Rapid raising or lowering of the delivery tube shall not be permitted. If the seal is lost or the delivery tube becomes plugged and must be removed, the tube shall be withdrawn, the tube cleaned, the tip of the tube capped to prevent entrance of the slurry, and the operation restarted by pushing the capped tube 3 m into the concrete and then reinitiating the flow of concrete.

When slurry is used, a fully operational standby concrete pump, adequate to complete the work in the time specified, shall be provided at the site during concrete placement. The slurry level shall be maintained within 300 mm of the top of the drilled hole.

A log of concrete placement for each drilled hole shall be maintained by the Contractor when concrete is deposited under slurry. The log shall show the pile location, tip elevation, dates of excavation and concrete placement, total quantity of concrete deposited, length and tip elevation of any casing, and details of any hole stabilization method and materials used. The log shall include a 215 mm x 280 mm sized graph of the concrete placed versus depth of hole filled. The graph shall be plotted continuously throughout placing of concrete. The depth of drilled hole filled shall be plotted vertically with the pile tip oriented at the bottom and the quantity of concrete shall be plotted horizontally. Readings shall be made at least at each 1.5 m of pile depth, and the time of the reading shall be indicated. The graph shall be labeled with the pile location, tip elevation, cutoff elevation, and the dates of excavation and concrete placement. The log shall be delivered to the Engineer within one working day of completion of placing concrete in the pile.

After placing reinforcement and prior to placing concrete in the drilled hole, if drill cuttings settle out of slurry, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

If temporary casing is used, concrete placed under slurry shall be maintained at a level at least 1.5 m above the bottom of the casing. The withdrawal of casings shall not cause contamination of the concrete with slurry.

Material resulting from using slurry including all debris and water shall not be disposed of into San Francisco Bay and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications and the requirements in "Non-Storm Water Discharges" of these special provisions.

Acceptance Testing and Mitigation

Vertical inspection pipes for acceptance testing shall be provided in all cast-in-drilled-hole concrete piles, except when the holes are dry or when the holes are dewatered without the use of temporary casing to control the groundwater.

Inspection pipes shall be Schedule 40 polyvinyl chloride pipe with a nominal inside diameter of 50 mm. Each inspection pipe shall be capped top and bottom and shall have watertight couplers to provide a clean, dry and unobstructed 50-mm diameter clear opening from 1.0 m above the pile cutoff down to the bottom of the reinforcing cage.

If the Contractor drills the hole below the specified tip elevation, the reinforcement and the inspection pipes shall be extended to 75 mm clear of the bottom of the drilled hole.

Inspection pipes shall be placed around the pile, inside the outermost spiral or hoop reinforcement, and 75 mm clear of the vertical reinforcement, at a uniform spacing not exceeding 840 mm measured along the circle passing through the centers of inspection pipes. A minimum of 2 inspection pipes per pile shall be used. When the vertical reinforcement is not bundled and each bar is not more than 26 mm in diameter, inspection pipes may be placed 50 mm clear of the vertical reinforcement. The inspection pipes shall be placed to provide the maximum diameter circle that passes through the centers of the inspection pipes while maintaining the clear spacing required herein. The pipes shall be installed in straight alignment, parallel to the main reinforcement, and securely fastened in place to prevent misalignment during installation of the reinforcement and placing of concrete in the hole.

The Contractor shall log the location of the inspection pipe couplers with respect to the plane of pile cut off, and these logs shall be delivered to the Engineer upon completion of the placement of concrete in the drilled hole.

After placing concrete and before requesting acceptance tests, each inspection pipe shall be tested by the Contractor in the presence of the Engineer by passing a 48.3-mm diameter rigid cylinder 610 mm long through the complete length of pipe. If the 48.3-mm diameter rigid cylinder fails to pass any of the inspection pipes, the Contractor shall attempt to pass a 32.0-mm diameter rigid cylinder 1.375 m long through the complete length of those pipes in the presence of the Engineer. If an inspection pipe fails to pass the 32.0-mm diameter cylinder, the Contractor shall immediately fill all inspection pipes in the pile with water.

The Contractor shall replace each inspection pipe that does not pass the 32.0-mm diameter cylinder with a 50.8-mm diameter hole cored through the concrete for the entire length of the pile. Cored holes shall be located as close as possible to the inspection pipes they are replacing, no more than 150 mm inside the reinforcement, and coring shall not damage the pile reinforcement. Cored holes shall be made with a double wall core barrel system utilizing a split tube type inner barrel. Coring with a solid type inner barrel will not be allowed. Coring methods and equipment shall provide intact cores for the entire length of the pile concrete. The coring operation shall be logged by an Engineering Geologist or Civil Engineer licensed in the State of California and experienced in core logging. Coring logs shall include complete descriptions of inclusions and voids encountered during coring, and shall be delivered to the Engineer upon completion. Concrete cores shall be preserved, identified with the exact location the core was recovered from within the pile, and made available for inspection by the Engineer.

Acceptance tests of the concrete will be made by the Engineer, without cost to the Contractor. Acceptance tests will evaluate the homogeneity of the placed concrete. Tests will include gamma-gamma logging. Tests may also include crosshole sonic logging and other means of inspection selected by the Engineer. The Contractor shall not conduct operations within 8.0 m of the gamma-gamma logging operations. The Contractor shall separate reinforcing steel as necessary to allow the Engineer access to the inspection pipes to perform gamma-gamma logging or other acceptance testing. After requesting acceptance tests and providing access to the piling, the Contractor shall allow 3 weeks for the Engineer to conduct these tests

and make determination of acceptance if the 48.3-mm diameter cylinder passed all inspection pipes, and 4 weeks if only the 32.0-mm diameter cylinder passed all inspection pipes. Should the Engineer fail to complete these tests within the time allowance, and if in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in inspection, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

All inspection pipes and cored holes in a pile shall be dewatered and filled with grout after notification by the Engineer that the pile is acceptable. Placement and removal of water in the inspection pipes shall be at the Contractors expense. Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications. The inspection pipes and holes shall be filled using grout tubes that extend to the bottom of the pipe or hole or into the grout already placed.

If acceptance testing performed by the Engineer determines that a pile does not meet the requirements of the specifications, then that pile will be rejected and all depositing of concrete under slurry or concrete placed using temporary casing for the purpose of controlling groundwater shall be suspended until written changes to the methods of pile construction are approved in writing by the Engineer.

The Contractor shall submit to the Engineer for approval a mitigation plan for repair, supplementation, or replacement for each rejected cast-in-drilled-hole concrete pile, and this plan shall conform to the provisions in "Working Drawings," of these special provisions. Prior to submitting this mitigation plan, the Engineer will hold a repair feasibility meeting with the Contractor to discuss the feasibility of repairing rejected piling. The Engineer will consider the size of the defect, the location of the defect, and the design information and corrosion protection considerations for the pile. This information will be made available to the Contractor, if appropriate, for the development of the mitigation plan. If the Engineer determines that it is not feasible to repair the rejected pile, the Contractor shall not include repair as a means of mitigation and shall proceed with the submittal of a mitigation plan for replacement or supplementation of the rejected pile.

If the Engineer determines that a rejected pile does not require mitigation due to structural, geotechnical, or corrosion concerns, the Contractor may elect to 1) repair the pile per the approved mitigation plan, or 2) not repair anomalies found during acceptance testing of that pile. For such unrepaired piles, the Contractor shall pay to the State, \$400 per cubic meter for the portion of the pile affected by the anomalies. The volume, in cubic meters, of the portion of the pile affected by the anomalies, shall be calculated as the area of the cross-section of the pile affected by each anomaly, in square meters, as determined by the Engineer, multiplied by the distance, in meters, from the top of each anomaly to the specified tip of the pile. If the volume calculated for one anomaly overlaps the volume calculated for additional anomalies within the pile, the calculated volume for the overlap shall only be counted once. In no case shall the amount of the payment to the State for any such pile be less than \$400. The Department may deduct the amount from any moneys due, or that may become due the Contractor under the contract.

Pile mitigation plans shall include the following:

- A. The designation and location of the pile addressed by the mitigation plan.
- B. A review of the structural, geotechnical, and corrosion design requirements of the rejected pile.
- C. A step by step description of the mitigation work to be performed, including drawings if necessary.
- D. An assessment of how the proposed mitigation work will address the structural, geotechnical, and corrosion design requirements of the rejected pile.
- E. Methods for preservation or restoration of existing earthen materials.
- F. A list of affected facilities, if any, with methods and equipment for protection of these facilities during mitigation.
- G. The State assigned contract number, bridge number, full name of the structure as shown on the contract plans, District-County-Route-Kilometer Post, and the Contractor's (and Subcontractor's if applicable) name on each sheet.
- H. A list of materials, with quantity estimates, and personnel, with qualifications, to be used to perform the mitigation work.
- I. The seal and signature of an engineer who is licensed as a Civil Engineer by the State of California.

For rejected piles to be repaired, the Contractor shall submit a pile mitigation plan that contains the following additional information:

- A. An assessment of the nature and size of the anomalies in the rejected pile.
- B. Provisions for access for additional pile testing if required by the Engineer.

For rejected piles to be replaced or supplemented, the Contractor shall submit a pile mitigation plan that contains the following additional information:

- A. The proposed location and size of additional piling.

- B. Structural details and calculations for any modification to the structure to accommodate the replacement or supplemental piling.

All provisions for cast-in-drilled-hole concrete piling shall apply to replacement piling.

The Contractor shall allow the Engineer 3 weeks to review the mitigation plan after a complete submittal has been received.

When repairs are performed, the Contractor shall submit a mitigation report to the Engineer within 10 days of completion of the repair. This report shall state exactly what repair work was performed and quantify the success of the repairs relative to the submitted mitigation plan. The mitigation report shall be stamped and signed by an engineer that is licensed as a Civil Engineer by the State of California. The mitigation report shall show the State assigned contract number, bridge number, full name of the structure as shown on the contract plans, District-County-Route-Kilometer Post, and the Contractor (and Subcontractor if applicable) name on each sheet. The Engineer will be the sole judge as to whether a mitigation proposal is acceptable, the mitigation efforts are successful, and to whether additional repairs, removal and replacement, or construction of a supplemental foundation is required.

MEASUREMENT AND PAYMENT (PILING)

Measurement and payment for the various types and classes of piles shall conform to the provisions in Sections 49-6.01, "Measurement," and 49-6.02, "Payment," of the Standard Specifications and these special provisions.

Payment for cast-in-place concrete piling shall conform to the provisions in Section 49-6.02, "Payment," of the Standard Specifications and these special provisions except that reinforcement in the piling will be paid for by the kilogram as bar reinforcing steel (bridge).

Full compensation for slurry, depositing concrete under slurry, test batches, inspection pipes, filling inspection holes and pipes with grout, drilling oversized cast-in-drilled-hole concrete piling, filling cave-ins and oversized piles with concrete, providing video camera and verifying drilled hole roughness, and redrilling through concrete, shall be considered as included in the contract prices paid per meter for cast-in-drilled-hole concrete piling of the types and sizes listed in the Engineer's Estimate, and no additional compensation will be allowed therefor.

The contract price paid per meter for cast-in-drilled-hole concrete piling (rock socket) of the sizes 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 drilling holes, disposing of the material resulting from drilling holes, and furnishing and placing concrete, complete in place, to the required penetration, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.35 HIGH STRENGTH PRESTRESSING ROD (75 MM)

GENERAL

High strength prestressing rods in the footings consisting of 75 mm steel rods with anchorage assemblies that are grouted in steel ducts shall conform to the details shown on the plans, the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications, and the requirements of these special provisions.

Whenever the term "rod" or "rods" appear on the plans or in these special provisions, it shall mean bars conforming to the requirements of British Standard 4486, "Hot Rolled and Hot Rolled and Processed High Tensile Alloy Steel Bars for the Prestressing of Concrete," as modified by these special provisions.

Whenever "member" is referred to in Section 50, "Prestressing Concrete," of the Standard Specifications it shall be considered to mean high strength prestressing rod.

HIGH STRENGTH PRESTRESSING ROD MANUFACTURER

High strength prestressing rods (75 mm) shall be manufactured and supplied by:

MACALLOY LIMITED
HAWKE STREET, SHEFFIELD, S9 2LN
UNITED KINGDOM

TEL: +44 (0) 114 242 6704
FAX: +44 (0) 114 243 1324

Macalloy MFT75 rods and anchorages are the only large diameter high strength prestressing rods known to the State meeting the requirements of this contract. Preliminary testing results and technical data for 75 mm Macalloy MFT75 rods and anchorages have been submitted, reviewed, and determined to be satisfactory by the Engineer.

Macalloy Limited has agreed to furnish 75 mm high strength prestressing MFT75 rods and other services described in these special provisions at the guaranteed price in United States dollars as shown in the following table:

No. of Rod Assemblies	Guaranteed Unit Price	Guaranteed Price
144	\$1070	\$154080

The guaranteed price includes the following:

- A. Working drawings and supplements.
- B. Quality control for the manufacture of both the final products and test specimens.
- C. Manufacture of 75 mm high strength prestressing rod assemblies including couplers.
- D. Proof testing of high strength prestressing rods, couplers and anchorage assemblies at the manufacturer's facilities in accordance with the requirements of BS 4486.
- E. Final inspection by the manufacturer of the installed assemblies.

The guaranteed price does not include the following:

- A. Delivery, installation and stressing of high strength prestressing rods.
- B. Inspection and installation consultation by a qualified representative of the manufacturer at the job-site during installation and stressing of all high strength prestressing rod assemblies.
- C. Grouting of ducts after stressing.
- D. Applicable sales taxes and customs duties.
- E. The cost of transportation and accommodations for manufacturer's personnel.

The manufacturer's charge for stressing the prestressing rods, including all necessary labor and equipment is \$675 per day for weekdays and \$1000 per day for Saturdays and Sundays. The estimated duration of stressing is 5 days. The manufacturer's charge for a qualified representative at the job site for inspection and consultation during prestressing rod installation is \$675 per day for weekdays and \$1000 per day for Saturdays and Sundays. These charges apply from day of departure from U.K. to the day of return back to U.K. The FOB location for prestressing rod assemblies is U.K. Port.

The above prices will be guaranteed for orders placed with Macalloy Limited on or before September 30, 2003, provided delivery is accepted within 20 weeks after the order is placed. The total price will be increased 5 percent for orders placed with Macalloy Limited after September 30, 2003 and on or before September 30, 2004, provided delivery is accepted within 20 weeks after the order is placed.

Use of the Macalloy high strength prestressing rods is contingent on approval of the contract specific working drawing submittal and successful performance of the Macalloy high strength prestressing rods under proof testing.

WORKING DRAWINGS

The Contractor shall submit working drawings and supplement for 75 mm high strength prestressing rods in conformance with the provisions in "Working Drawings" elsewhere in these special provisions.

Working drawings and supplement shall include complete details, information, and drawings of the 75 mm high strength prestressing rods, couplers, and anchorage components and the method, materials, equipment, and procedures for installation and stressing the rod assemblies the Contractor proposes to use. The working drawings shall also include the details, procedures, and schedules of proof testing for 75 mm high strength prestressing rods.

After complete working drawings and supplement are received by the Engineer, the Contractor shall allow the Engineer 25 working days to review the submittal. No manufacture of the prestressing rods shall begin until complete working drawings and supplement are reviewed and approved, in writing, by the Engineer.

MATERIALS

The 75 mm high strength prestressing rods shall conform to British Standard 4486, "Hot Rolled and Hot Rolled and Processed High Tensile Alloy Steel Bars for the Prestressing of Concrete," except that bars shall be quenched and tempered instead of cold worked. British Standard 4486 is included in the "Information Handout," available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications. Fine aggregate may be added to the grout mixture of portland cement and water outside of the grouted sheathing in ducts that are 200 mm or greater in diameter, but only to the extent that the cement content of the grout is not less than 500 kg/m³ of grout. Fine aggregate, if used, shall conform to the provisions in Section 90-2, "Materials," and Section 90-3, "Aggregate Gradings," of the Standard Specifications.

TESTING

The Contractor shall submit a certificate of compliance in conformance with the requirements in Section 6-1.07 "Certificates of Compliance," of the Standard Specifications for high strength prestressing rod assemblies.

The Contractor shall submit to the Engineer 3 copies of test results required by British Standard 4486 for 75 mm high strength prestressing rods.

CONSTRUCTION

High strength prestressing rods shall be installed and stressed in accordance with the approved working drawings.

Prestressing rods shall be protected prior to completion of all grouting against rust, corrosion, and physical damage in conformance with the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications.

Grout from construction operations shall not be permitted to flow into the bay or any drainage facilities and shall be contained and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications and the requirements in "Non-Storm Water Discharges," of these special provisions.

Grout shall be injected at the low end of the void being filled and shall be expelled at the high end until there is no evidence of entrapped air, water or diluted grout being retained within the void area.

ALTERNATIVE HIGH STRENGTH PRESTRESSING RODS

At the Contractor's option, an alternative high strength prestressing rod assembly may be substituted for the Macalloy high strength prestressing rod provided the following requirements are met:

- A. The quality of the alternative high strength prestressing rod system and its suitability for the intended application are at least equal to the Macalloy rod as specified in these special provisions, in the opinion of the Engineer.
- B. Acceptable working drawings and supplemental calculations are furnished to the Engineer as specified herein.
- C. The Contractor's written request for substitution of the alternative high strength prestressing rod is approved by the Engineer.
- D. Submittal for alternative high strength prestressing rod system shall conform to the following requirements:
 1. Due to the time constraints on this contract, only one alternative high strength prestressing rod request for substitution will be considered for review.
 2. The acceptability, quality, and suitability of the alternative high strength prestressing rod system will be made in accordance with the provisions of Section 6-1.05, "Trade Names and Alternatives," of the Standard Specifications.
 3. The complete written request for substitution shall include a description of the alternative high strength prestressing rod system; the name of the high strength prestressing rod manufacturer; verification that the qualifications specified herein have been met by the manufacturer for the alternative high strength prestressing rod system; written evidence that alternative high strength prestressing rod system conforms to all requirements specified in these special provisions, and a copy of the manufacturer's list of materials and standards used to manufacture the alternative high strength prestressing rod.
 4. The Contractor shall provide to the Engineer, written documentation of the alternative manufacturer's experience in fabricating and supplying high strength prestressing rods and anchorages. This certification shall include the location of each bridge or structure, installation date, governmental agency or owner, and the name, address, and telephone number of each owner's or agency's representative.
 5. Alternative high strength prestressing rods shall meet the size and strength requirements as shown on the plans.

Standard data and catalog cut sheets from the alternative high strength prestressing rod manufacturer will not be considered sufficient. The Engineer will not be responsible for seeking further data from the manufacturer, or for otherwise researching the alternative high strength prestressing rod. Failure to provide complete data will be cause for rejection of the alternative high strength prestressing rod.

Development of the Contractor's written request for substitution of the alternative high strength prestressing rod, preparation and submittal of complete working drawings and supplemental information, and testing will be at the

Contractor's expense. No compensation nor extension of contract time will be allowed for the development and review processes to evaluate the proposed substitution of an alternative high strength prestressing rod.

The Contractor shall be responsible for any additional costs and time delays associated with selection of the alternative high strength prestressing rod incurred as a result of noncompliance with these requirements, including the failure of the manufacturer to retest revised details or material substitutions of previously prequalified systems.

No alternative high strength prestressing rod shall be manufactured until the Engineer has reviewed and approved, in writing, the working drawings, the results of the proof testing, and the inspection of the system to be used.

MEASUREMENT AND PAYMENT

High strength prestressing rod (75 mm) will be measured and paid for on a lump sum basis.

The contract lump sum price paid for high strength prestressing rod (75 mm) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the high strength prestressing rod (75 mm) including testing and grouting, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for modifications to bridge members or elements made necessary by the use of an alternative high strength prestressing rod system shall be considered as included in the contract lump sum price paid for high strength prestressing rod (75 mm) and no additional compensation will be allowed therefor.

10-1.36 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Shotcrete shall not be used as an alternative construction method for reinforced concrete members.

The concrete temperature during curing shall not exceed 65°C. The maximum internal temperature of the footing concrete shall not exceed 50°C.

The Contractor shall place the footing concrete and retaining wall concrete in a dewatered condition. Prior to placement of concrete for a footing or retaining wall, the Contractor shall remove all loose materials and debris, and wash (with fresh water) the previously placed concrete and steel. The wash water shall be disposed of in conformance with the requirements in "Non-Storm Water Discharges" of these special provisions.

The 56-day compressive strengths shown on the plans for pile concrete shall be a requirement for acceptance of the concrete.

The cementitious content for piling shall be 300 kg/m³ minimum and the mineral admixture content shall be 35 percent of the cementitious material content.

At the Contractor's option, the cementitious materials may include 50 percent by mass of ground granulated blast-furnace slag conforming to ASTM Designation: C 989.

Mineral admixture for concrete shall conform to ASTM Designation: C618 Class F.

The Contractor's proposed concrete mix design submittals shall include test results for ball penetration (or slump), air content, freshly mixed concrete unit weight, and the results of compressive strength at 7, 28, 56, and 90 days, and coefficient of thermal expansion at 7 and 28 days. The footing concrete coefficient of thermal expansion shall be measured in accordance with US Army Corps of Engineers' Method CRD-C39-81, "Test Method for Coefficient of Linear Thermal Expansion of Concrete". The measured coefficient of thermal expansion shall not exceed 8.0 millionths/°C.

Attention is directed to the provisions in "Earthwork" of these special provisions regarding excavation for footings.

Footing concrete shall be placed against firm, undisturbed foundation materials on the bottom and sides of the footing as shown on the plans. Immediately before placing concrete, all excavated surfaces against which the concrete is to be placed shall be free of standing water, mud, debris, and loose material.

Shoring, lagging, casings, liners, or other bracing shall be removed before or during placement of footing concrete to the extent as specified in "Earthwork" of these special provisions.

MASS CONCRETE

Portions of structure that are mass concrete include piles, footings, and columns. Mass concrete shall conform to the requirements of Section 90, "Portland Cement Concrete," of the Standard Specifications and "Concrete Structures" of these special provisions. Mass concrete construction shall include modeling, providing temperature control and monitoring during placement.

After the mass concrete pour has been topped out and finished, it shall be revibrated and refinished. Revibration shall extend below the top mat of reinforcement and shall be done as late as the concrete will again respond to vibration. For concrete pours without top reinforcement, revibration shall extend to a depth of 150 mm.

The Contractor shall control the internal and surface temperature of mass concrete during curing in accordance with the Thermal Control Plan specified herein. Temperature modeling and temperature monitoring shall be required for the

placement of mass concrete. The maximum internal temperature of the mass concrete once placed shall not exceed 65°C for the piles and columns and 50°C for footings, and the maximum temperature difference between any surface of the mass concrete and the calculated hottest point shall be controlled as described in the Thermal Control Plan.

The concrete temperature shall be monitored by thermocouples placed into the concrete, as required in the Thermal Control Plan. Use of ice, liquid nitrogen, insulated curing blankets, insulated forms, cooling pipes and other measures may be necessary to satisfy the temperature requirements.

Thermal Control Plan

Prior to commencing any mass concrete placement, the Contractor shall submit a Thermal Control Plan to the Engineer for approval for each mass concrete structure component. The Thermal Control Plan shall be based on the design assumption that cracking of the concrete as a result of heat of hydration shall not occur. Analysis shall be performed to determine the maximum allowable temperature differentials between the hottest point of the concrete and the exterior faces. The Thermal Control Plan shall include the following:

- A. Dimensions of each typical mass concrete placement, including all locations in the structure to be represented by that placement.
- B. Types and dimensions of materials to be used for mass concrete forms and insulation, and time frames for when the concrete forms and insulation will be removed, including time periods for removal and reinstallation of insulation where required as part of the thermal control plan.
- C. Assumptions for average ambient air and average surface rock temperature for time period of placement and curing of each typical mass concrete element.
- D. For piers and footing, if multiple lifts with time delay are proposed, provide lift height and define time delay between lifts.
- E. Include a placing diagram showing the typical mass concrete placement sequence and construction joint locations, if any.
- F. Identify areas where steep cooling gradients may occur, and how cracking will be avoided.
- G. Predict peak temperature, peak differential temperatures and at what approximate times they will occur.
- H. Define allowable time periods for placing or removing insulation and or forms.
- I. A summary of the modeling assumptions used in the analysis.
- J. Identify contingency operations to be implemented to control the internal temperature of the concrete should the maximum allowable or the maximum allowable differential temperature be exceeded. For post cooling systems after the peak internal temperature is reached, include the maximum cooling rate at which cracking will not occur.

Temperature modeling for each typical placement shall be included with each thermal control plan submittal. As a minimum, the modeling for each typical placement shall consist of performing a two-dimensional finite-difference analysis (see ACI 207.1R-96). The analysis shall be based on the Contractor's actual mix designs. The coefficient of thermal expansion of the concrete used in the modeling shall be determined by testing of the proposed mixes in accordance with US Army Corps of Engineer's Method CRD-C39-81, "Test Method for Coefficient of Linear Thermal Expansion of Concrete." The heat of hydration used in the modeling for the cementitious blend used in the proposed mix designs shall be tested at 1, 3, 7, and 28 days in accordance with the requirements in ASTM Designation: C 186, "Heat of Hydration of Hydraulic Cement".

For the piles, concrete temperatures shall be monitored at the calculated hottest point of the concrete and near the concrete surface. For the footings and columns, the concrete temperature shall be monitored at the calculated hottest point of the concrete, on at least two vertical faces and at the center of the top and bottom faces of each pour. For all mass concrete placements, air temperature shall be measured and recorded. If a post-cooling system is used, inlet and outlet water temperatures shall be measured and recorded. Temperature readings shall be automatically recorded on an hourly basis. A redundant set of sensors shall be installed near the primary set. Provision shall be made for recording the redundant set, but records of the redundant sensors need not be made if the primary set is operational. Temperature monitoring may be discontinued when the maximum allowable temperature difference is greater than the difference between the interior concrete temperature and the average daily temperature for three consecutive days. Wiring from thermocouples that must be cast into the concrete shall be protected to prevent damage. Wire runs shall be as short as possible. Temperature monitoring equipment shall be capable of printing and data storage and shall be able to download monitoring data to a computer. Data shall be downloaded and submitted daily to the Engineer. During monitoring, should the specified maximum internal temperature of the mass concrete be exceeded or the maximum allowable temperature difference between any surface of the mass concrete and the hottest point be exceeded, the Contractor shall take immediate measures to correct the situation as specified in the Thermal Control Plan. If the measures in the Thermal Control Plan fail to correct the situation, the Thermal

Control Plan shall be revised and submitted for approval before further concrete placement. Failure to meet the temperature requirements of the specifications and the Thermal Control Plan will be cause for rejection of concrete, except as follows:

- 1) If the maximum internal temperature of the mass concrete once placed for the piles and the columns exceeds 65 °C, but remains less than 70 °C, the concrete in that placement will be accepted and the Contractor shall pay to the State \$100 for each in place cubic meter of concrete.
- 2) If the maximum internal temperature of the mass concrete once placed for the footings exceeds 50 °C, but remains less than 55 °C, the concrete in that placement will be accepted and the Contractor shall pay to the State \$100 for each in place cubic meter of concrete.

If the post-cooling system is required by the Contractor's thermal control plan, the Contractor shall design and install a post-cooling system. Cooling pipes may be polyvinyl chloride (PVC) or steel pipes. Aluminum, copper, or any other dissimilar metal that can cause a corrosion cell with the steel reinforcing shall not be used as cooling pipes. Surface connections to the cooling pipes shall be removable to a depth of 100 mm after they are no longer needed. Cooling pipes shall be secured to bar reinforcing steel to prevent movement or damage during concrete placement.

The Contractor may use sea water as cooling water provided that the final temperature of the seawater before discharging back into the bay does not exceed the regulatory requirements of 2.2 degrees Celsius (4 degrees Fahrenheit) above the original water temperature. Holding tanks may be used to cool the water to the required temperature before discharging back into the bay.

The Contractor shall house the pump intake in a manner that prevents injury to fish or other aquatic species and prevents fish entrapment.

Prior to the placement of the mass concrete, the cooling pipe system shall be pressure tested by the Contractor in the presence of the Engineer for leaks at 120 percent of the maximum service pressure. The test pressure shall be held for 15 minutes. All leaks shall be repaired and the cooling pipe system shall be retested by the Contractor until the system is free of leaks.

After cooling is completed and the cooling pipes are no longer needed, the cooling water shall be discharged, and the cooling pipes shall be thoroughly flushed with potable water and filled with the grout. Cooling water and wash water shall be discharged in conformance with "Non-Storm Water Discharges," of these special provisions.

At the completion of monitoring, the actual readings for the mass concrete element shall be compared with those predicted by the modeling and a summary report prepared by the Contractor's engineer. The report shall include all supplementary or contingency measures implemented and suggested corrections to any future modeling or monitoring to be performed. The summary report shall contain all the temperature data collected for each instrument, both in hard copy and in digital form on diskette. Digital data shall be in Microsoft Excel format or as otherwise approved by the Engineer. The summary report shall also have the data shown in a graphical format with all instruments for a given mass concrete element shown on the same page with time as the horizontal axis. The summary report shall be submitted within one week of completing the monitoring of the mass concrete element.

Concrete temperatures shall be monitored on all components.

The Contractor shall remove all equipment and materials from the mass concrete element and clean the surface for the Engineer to measure the crack intensity. Surface crack intensity will be determined after monitoring shows the maximum internal temperature has dropped to within 5°C of the outer concrete temperature. Cracking shall be considered excessive if a surface crack intensity on any face of a concrete surface where cracks greater than 0.15 mm in width measure more than 1.0 m in cumulative length within any 2 m square area or where individual cracks greater than 0.15 mm in width measure more than 300 mm in length.

In case of excessive cracking, the Contractor shall suspend further work on members of similar size and configuration, submit a written explanation of the thermal cracking and additional steps to be taken in future to eliminate excessive cracking, and submit proposed modifications in writing to the Engineer for review. Concrete placement may not resume until the Engineer approves the proposed modifications.

Cracks greater than 0.15 mm in width shall be repaired. Cracks greater than 0.15 mm in width and longer than 300 mm shall be filled with pressure-injected epoxy. Cracks to be filled shall be cleaned and filled by pressure injection methods so that all portions of the crack are completely filled with epoxy. No repairs shall begin until the Engineer has approved the repair plan.

Core drilling may be necessary, as determined by the Engineer and at the Contractor's expense, to sample and examine the extent of the cracking and crack filling. The minimum depth of core sampling for mass concrete shall be 0.6 m and the number of cores taken per mass concrete element shall be in accordance with ASTM Designation: C 823. Prior to coring, the Contractor shall identify the location of the main reinforcing steel. The holes shall be cored by methods that will not shatter or damage the concrete adjacent to the holes. Water for core drilling operations shall be fresh water. The coring water shall be disposed in conformance with the requirements in "Non-Storm Water Discharges" of these special provisions.

Immediately after coring, the concrete cores shall be identified by the Contractor with a description of the core locations and submitted to the Engineer for inspection.

If any reinforcement is cut during coring, coring operations shall be terminated, and the Contractor shall submit to the Engineer for approval, the procedure proposed to repair the cut reinforcement and to prevent further cutting of reinforcement. All cored holes shall be filled with nonshrink grout. Cracks not showing full penetration with epoxy shall be reinjected.

Demonstration Pours

The Contractor shall cast at least one mock-up each for the column and footing including concrete, reinforcement, and all concrete embedment as shown on the plans to demonstrate adequacy of hydration and thermal properties of concrete predicted by the Thermal Control Plan. The mock-ups shall demonstrate that the procedures defined in the Thermal Control Plan meet the performance criteria as specified in the Thermal Control Plan and these special provisions. The mock-ups shall not be part of the permanent structure and shall become the property of the Contractor. They shall be removed from the work site and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

After the final Thermal Control Plans are submitted, the Contractor shall allow the Engineer 20 working days for review and approval.

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

FALSEWORK

Falsework shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

In addition to the provisions in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications, the time to be provided for the Engineer's review of the working drawings for specific structures, or portions thereof, shall be as follows:

Structure or Portion of Structure	Total Review Time - Weeks
W2 Pier Construction	4

Welding and Nondestructive Testing

Welding of steel members, except for previously welded splices and except for when fillet welds are used where load demands are less than or equal to 175 N/mm for each 3 mm of fillet weld, shall conform to AWS D1.1 or other recognized welding standard. The welding standard to be utilized shall be specified by the Contractor on the working drawings. Previously welded splices for falsework members are defined as splices made prior to the member being shipped to the project site.

Splices made by field welding of steel beams at the project site shall undergo nondestructive testing (NDT). At the option of the Contractor, either ultrasonic testing (UT) or radiographic testing (RT) shall be used as the method of NDT for each field weld and any repair made to a previously welded splice in a steel beam. Testing shall be performed at locations selected by the Engineer. The length of a splice weld where NDT is to be performed, shall be a cumulative weld length equal to 25 percent of the original splice weld length. The cover pass shall be ground smooth at the locations to be tested. The acceptance criteria shall conform to the requirements of AWS D1.1, Section 6, for cyclically loaded nontubular connections subject to tensile stress. If repairs are required in a portion of the weld, additional NDT shall be performed on the repaired sections. The NDT method chosen shall be used for an entire splice evaluation including any required repairs.

For all field welded splices, the Contractor shall furnish to the Engineer a letter of certification which certifies that all welding and NDT, including visual inspection, are in conformance with the specifications and the welding standard shown on the approved working drawings. This letter of certification shall be signed by an engineer who is registered as a Civil Engineer in the State of California and shall be provided prior to placing any concrete for which the falsework is being erected to support.

For previously welded splices, the Contractor shall determine and perform all necessary testing and inspection required to certify the ability of the falsework members to sustain the stresses required by the falsework design. This welding certification shall be in writing, shall be signed by an engineer who is registered as a Civil Engineer in the State of California, and shall be provided prior to placing any concrete for which the falsework is being erected to support.

The Contractor's engineer who signs the falsework drawings shall also certify in writing that the falsework is constructed in conformance with the approved drawings and the contract specifications prior to placing concrete. This certification shall include performing any testing necessary to verify the ability of the falsework members to sustain the stresses required by the

falsework design. The engineer who signs the drawings may designate a representative to perform this certification. The designated representative for the Contractor's engineer's shall be qualified to perform this work, shall have at least three years of combined experience in falsework design or supervising falsework construction, and shall be registered as a Civil Engineer in the State of California. The Contractor shall certify the experience of the designated representative in writing and provide supporting documentation demonstrating the required experience if requested by the Engineer.

10-1.37 NONSHRINK GROUT

DESCRIPTION

This work shall consist of furnishing and placing nonshrink, nonexpansive grout under the cable tie-down anchorage as shown on the plans. Nonshrink grout shall be placed in accordance with the details shown on the plans and the requirements of these special provisions.

WORKING DRAWINGS

The Contractor shall submit working drawings in conformance with the provisions in "Working Drawings," of these special provisions.

Working drawings shall include the following:

- A. Complete details, information, for the method, materials, equipment, and procedures that the Contractor proposes to use placement of grout.
- B. Specific printed grout manufacturer's product data.

MATERIALS

Grout shall be high strength, nonshrink grout and shall be a nonmetallic and non-gas-forming flowable fluid containing natural aggregate, portland cement and additives and requiring only the addition of water. Grout shall contain a minimum of 390 kg of cement per cubic meter. Grout shall be premeasured and prepackaged by the manufacturer, and shall be suitable for baseplate grouting. Aggregate shall show no segregation or settlement at fluid consistency at specified times or temperatures. One hour after mixing, the grout shall pass through a flow cone with continuous flow. Grout shall conform to the requirements of ASTM Designation: C1107, and the following additional requirements:

Property	Requirement	Test
Shrinkage	0.0%	ASTM C827
Expansion	0.0%min., 4.0% max.	ASTM C827
Fluid Consistency	20-30 seconds at 5°C to 38°C	CORPS-CRD-611-81
1 day compressive strength	24 MPa	ASTM C109
3 day compressive strength	35 MPa	ASTM C109
28 day compressive strength	60 MPa	ASTM C109

Grout properties shall not be based on gas or gypsum expansion.

Grout shall be formulated for minimum initial set time of 4 hours and minimum final set time of 6 hours at 21°C. Prior to use, the materials shall be stored in a cool, dry environment. Grout shall be free from chlorides and other corrosion-causing chemicals. Grout shall be designed for an air content of 4 to 6 percent.

Mix water shall conform to the requirements of Section 90-2.03, "Water," of the Standard Specifications. Cold water shall be used in hot weather conditions to maintain the mixed grout temperature within the range of 7°C to 32°C.

Grout shall be mixed and placed in accordance with the requirements of the manufacturer and these special provisions.

The quantity of water to be blended with the dry component shall be within the limits recommended by the manufacturer. The quantity of water used shall be the least amount required to produce a flowable fluid that can be pumped.

Prior to placing grout, the Contractor shall demonstrate to the Engineer that the placement method results in full, void free, contact between the grout and the cable tie-down anchorage plate. The Contractor shall revise the placement method, as required, and shall not place grout in the work until the placement method has been approved by the Engineer.

CONSTRUCTION

Prior to placing grout, the contact surfaces of previously cast concrete shall be cleaned by abrasive blast to clean the concrete and any exposed reinforcing steel, as necessary, and to remove all rust, paint, grease, asphalt or other foreign materials. A minimum of 3 mm of concrete shall be removed. Immediately prior to placing the grout, the surfaces shall be recleaned by air blasting, or by other approved means, as necessary to remove any debris that has accumulated during construction or after abrasive blast cleaning. Prior to grouting, all concrete contact surfaces shall be kept constantly wet for a period of 24-hours. The surface temperature of the areas to be covered shall be between 7°C and 32°C when the grout is placed. Methods proposed to heat said surfaces are subject to approval by the Engineer. The condition of the concrete contact surface shall be saturated surface-dry when the grout is placed.

Grout shall be continuously agitated until pumped. Grout shall be pumped continuously and shall fill the entire space provided for grouting, as shown on the plans. The Contractor shall provide injection and ejection vents with positive shut-offs. Grout shall be allowed to flow from the ejection vent until all entrapped air has been removed, at which time the vent shall be capped or otherwise closed.

Grout shall be cured in accordance with the method specified in the approved working drawings. Immediately after placement, grout shall be wet cured by covering all the exposed grout with wet rags. Burlap shall not be used to cover the exposed grout surface. The grout surface shall be kept moist until final set. Following removal of damp rags, the grout shall be sprayed with two coats of curing compound (1) of Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

The Contractor shall provide a flow cone and cube molds with restraining plates onsite for field evaluation of grout. Three 50 mm by 50 mm cubes shall be made by the Contractor for each 0.5 cubic meter of grout used. Restraining caps shall be provided for the cube molds in accordance with CRD-C-621-83. Store cubes at 21°C. Test reports for cubes shall be submitted to the Engineer for approval.

PAYMENT

Full compensation for nonshrink grout shall be considered as included in the contract prices paid for the various contract items of work involved and no separate payment will be made therefor.

10-1.38 REINFORCEMENT

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

ULTIMATE BUTT SPLICES

Ultimate butt splices shall be either welded or mechanical splices, shall be used at the locations shown on the plans, and shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

General Requirements

The Contractor shall designate in writing an ultimate butt splicing Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for 1) the quality of all ultimate butt splicing including the inspection of materials and workmanship performed by the Contractor and all subcontractors; and 2) submitting, receiving, and approving all correspondence, required submittals, and reports regarding ultimate butt splicing to and from the Engineer.

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

The length of any type of ultimate mechanical butt splice shall not exceed 10 times the bar diameter of the larger bar to be spliced.

All ultimate prejob, production, and job control sample splices shall be 1) a minimum length of 1.5 meters for reinforcing bars No. 25 or smaller and 2 meters for reinforcing bars No. 29 or larger, with the splice located at mid-point, and 2) suitably identified prior to shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. Any splice that shows signs of tampering will be rejected.

A minimum of one control bar shall be removed from the same bar as, and adjacent to, all ultimate prejob, production, and job control sample splices. Control bars shall be 1) a minimum length of one meter for reinforcing bars No. 25 or smaller and 1.5 meters for reinforcing bars No. 29 or larger, and 2) suitably identified prior to shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals. The portion of adjacent bar remaining in the work shall also be identified with weatherproof markings that correspond to its adjacent control bar.

Shorter length sample splice and control bars may be furnished if approved in writing by the Engineer.

Each sample splice and its associated control bar shall be identified and marked as a set. Each set shall be identified as representing a prejob, production, or job control sample splice.

The portion of hoop reinforcing bar, removed to obtain a sample splice and control bar, shall be replaced using a prequalified ultimate mechanical butt splice, or the hoop shall be replaced in kind.

Reinforcing bars, other than hoops, from which sample splices are removed, shall be repaired using ultimate mechanical butt splices conforming to the provisions in "Prejob Test Requirements for Ultimate Butt Splices" specified herein, or the bars shall be replaced in kind. These bars shall be repaired or replaced such that no splices are located in the "No Splice Zone" shown on the plans.

Section 52-1.08E, "Job Control Tests," of the Standard Specifications shall not apply.

The provisions for total slip shall not apply to any ultimate splices that are welded or that are used on hoops.

The independent qualified testing laboratory used to perform the testing of all ultimate butt sample splices and control bars shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors who will provide other services or materials for the project, and shall have the following:

- A. Proper facilities, including a tensile testing machine capable of breaking the largest size of reinforcing bar to be tested.
- B. A device for measuring the total slip of the reinforcing bars across the splice to the nearest 25 μm , that, when placed parallel to the longitudinal axis of the bar is able to simultaneously measure movement across the splice, at 2 locations, 180 degrees apart.
- C. Operators who have received formal training for performing the testing requirements of ASTM Designation: A 370/A 370M and California Test 670.
- D. A record of annual calibration of testing equipment performed by an independent third party that has 1) standards that are traceable to the National Institute of Standards and Technology, and 2) a formal reporting procedure, including published test forms.

Ultimate Butt Splice Test Criteria

Ultimate prejob, production, and job control sample splices shall be tensile tested in conformance with the requirements described in ASTM Designation: A 370/A 370M and California Test 670.

Ultimate prejob and production sample splices shall rupture in the reinforcing bar either: 1) outside of the affected zone or 2) within the affected zone, provided that the sample has achieved at least 95 percent of the ultimate tensile strength of the control bar associated with the sample. In addition, necking of the bar shall be visibly evident at rupture regardless of whether the bar breaks inside or outside the affected zone.

The affected zone is the portion of the reinforcing bar where any properties of the bar, including the physical, metallurgical, or material characteristics, have been altered by fabrication or installation of the splice.

The ultimate tensile strength of each control bar shall be determined by tensile testing the bar to rupture and shall be determined for all control bars, regardless of where each sample splice ruptures. If 2 control bars are tested for one sample splice, the bar with the lower ultimate tensile strength shall be considered the control bar.

Testing to determine the minimum tensile strength, in conformance with the provisions in the ninth paragraph of Section 52-1.08, "Splicing," of the Standard Specifications, will not be required.

Prejob Test Requirements for Ultimate Butt Splices

Prior to use in the work, all ultimate butt splices shall conform to the following prejob test requirements:

- A. Eight prejob sample splices for each bar size of each splice type including ultimate mechanical butt splices, ultimate complete joint penetration butt welded splices, and ultimate resistance butt welded splices, that will be used in the work, shall be fabricated by the Contractor. For deformation-dependent types of couplers, 8 sample prejob splices shall also be fabricated for each reinforcing bar size and deformation pattern that will be used in the work.
- B. The sample splices shall be fabricated using the same splice materials, position, operators, location, and equipment, and following the same procedures as will be used to make the splices in the work..
- C. At the option of the Contractor, operator qualification tests may be performed simultaneously with the preparation of prejob sample splices.
- D. If different diameters of hoops are shown on the plans, prejob sample splices, as described above, will only be required for the smallest hoop diameter. In addition, these splices shall be fabricated using the same radius as shown on the plans for these hoops.

- E. Unless otherwise directed in writing by the Engineer, 4 prejob sample splices and control bar sets shall be shipped to the Transportation Laboratory and the remaining 4 sets shall be tested by the Contractor's independent qualified testing laboratory.
- F. Each group of 4 sets from a prejob test shall be securely bundled together and identified by location and contract number with weatherproof markings prior to shipment. Bundles containing fewer than 4 sets will not be tested by the Transportation Laboratory, nor shall they be tested by the independent laboratory.
- G. All 8 sample splices from each prejob test shall conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein.
- H. Prior to performing any tensile tests on prejob test sample splices, one of the 4 samples shall be tested for, and shall conform to, the provisions for total slip. Should this sample not meet these requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. All 3 of these remaining samples tested shall conform to the aforementioned slip requirements.
- I. For each bundle of 4 sets, a Prejob Test Report shall be prepared by the independent testing laboratory performing the testing. The report shall 1) be signed by an engineer who represents the laboratory and is registered as a Civil Engineer in the State of California; 2) include, as a minimum, the following information for each set: contract number, bridge number, bar size, type of splice, length of mechanical splice, physical condition of test sample splice and control bar, any notable defects, limits of affected zone, total measured slip, location of visible necking area, ultimate strength of each splice, ultimate strength and 95 percent of this ultimate strength for each control bar, and a comparison between 95 percent of the ultimate strength of each control bar and the ultimate strength of its associated splice; and 3) be submitted to the QCM for review and approval, and then to the Engineer.
- J. Test results for each bundle of 4 sets will be reported in writing to the Contractor within 10 working days after receipt of the bundle by the Transportation Laboratory. In the event that more than one bundle is received on the same day, 2 additional working days shall be allowed for providing test results for each additional bundle received. A test report will be made for each bundle received.
- K. Should the Engineer fail to provide the test results within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in providing the test results, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Production Test Requirements for Ultimate Butt Splices

Production tests shall be performed for all ultimate butt splices used in the work. A production test shall consist of 4 sets of sample splices and control bars removed from each lot of completed splices, except when quality assurance tests are performed.

A lot of ultimate butt splices is defined as 1) 150, or fraction thereof, of the same type of ultimate mechanical butt splices used for each bar size and each bar deformation pattern that is used in the work or 2) 150, or fraction thereof, of ultimate complete joint penetration butt welded splices, or ultimate resistance butt welded splices for each bar size used in the work. If different diameters of hoop reinforcement are shown on the plans, separate lots shall be used for each different hoop diameter.

After all splices in a lot have been completed, the QCM shall notify the Engineer in writing that all couplers in this lot conform to the specifications and are ready for testing. The sample splices will either be selected by the Engineer at the job site or a fabrication facility, provided the facility is located within an 80-km radius of the jobsite.

After notification has been received, the Engineer will randomly select the 4 sample splices to be removed from the lot and place tamper-proof markings or seals on them. The Contractor or QCM shall select the adjacent control bar for each sample splice bar, and the Engineer will place tamper-proof markings or seals on them. These ultimate production sample splices and control bars shall be removed by the Contractor, and tested by an independent qualified testing laboratory, in the presence of either the Engineer or the Engineer's authorized representative.

The Engineer or the Engineer's authorized representative will be at the independent qualified testing laboratory within a maximum of 5 working days after receiving written notification that the samples are at the laboratory and ready for testing. Should the Engineer or the Engineer's authorized representative fail to be at the laboratory within this time allowance, the Contractor may proceed with the testing.

A sample splice or control bar from any set will be rejected if any tamper-proof marking or seal is disturbed prior to testing.

The 4 sets from each production test shall be securely bundled together and identified with a completed sample identification card prior to shipment to the independent laboratory. The card will be furnished by the Engineer. Bundles of samples containing fewer than 4 sets of splices shall not be tested.

A Production Test Report for all testing performed on each lot shall be prepared by the independent testing laboratory performing the testing and submitted to the QCM for review and approval. The report shall be signed by an engineer who

represents the laboratory and is registered as a Civil Engineer in the State of California. The report shall include, as a minimum, the following information for each set: contract number, bridge number, lot number and location, bar size, type of splice, length of mechanical splice, physical condition of test sample splice and control bar, any notable defects, limits of affected zone, total measured slip, location of visible necking area, ultimate strength of each splice, ultimate strength and 95 percent of this ultimate strength for each control bar, and a comparison between 95 percent of the ultimate strength of each control bar and the ultimate strength of its associated splice.

The QCM must review, approve, and forward each Production Test Report to the Engineer for review before any splices represented by the report are encased in concrete. The Engineer shall have 3 working days to review each Production Test Report and respond in writing after a complete report has been received. Should the Contractor elect to encase any splices prior to receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the Contractor's responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase any splices pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Prior to performing any tensile tests on production test sample splices, one of the 4 samples shall be tested for, and shall conform to, the provisions for total slip. Should this sample not meet these requirements, one retest, in which the 3 remaining samples are tested for total slip, will be allowed. Should any of the 3 remaining samples not conform to these requirements, all splices in the lot represented by this production test will be rejected.

If 3 or more sample splices from any production test conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, all splices in the lot represented by this production test will be considered acceptable.

Should only 2 sample splices from any production test conform to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, one additional production test shall be performed on the same lot of splices. Should any of the 4 sample splices from this additional test fail to conform to these provisions, all splices in the lot represented by these production tests will be rejected.

If only one sample splice from any production test conforms to the provisions in "Ultimate Butt Splice Test Criteria" specified herein, all splices in the lot represented by this production test will be rejected.

If a production test for any lot fails, the Contractor will be required to repair or replace all reinforcing bars from which sample splices were removed, complete in place, before the Engineer selects any additional splices from this lot for further testing.

Whenever any lot of ultimate butt splices is rejected, additional ultimate butt splices shall not be used in the work until 1) the QCM performs a complete review of the Contractor's quality control process for these splices, 2) a written report is submitted to the Engineer describing the cause of failure for the splices in this lot and provisions for correcting these failures in future lots, and 3) the Engineer has provided the Contractor with written notification that the report is acceptable. The Engineer shall have 3 working days after receipt of the report to provide notification to the Contractor. Should the Engineer not provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of this action, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Production tests will not be required on any repaired splice from a lot, regardless of the type of prequalified ultimate mechanical butt splice used to make the repair.

Should an additional production test be required, the Engineer may select any repaired splice for use in the additional production test.

Quality Assurance Test Requirements for Ultimate Butt Splices

For the first production test performed, and for at least one, randomly selected by the Engineer, of every 5 additional production tests, or portion thereof, performed thereafter, the Contractor shall concurrently prepare 4 additional ultimate job control sample splices along with associated control bars. These ultimate job control samples shall be prepared in the same manner as specified herein for ultimate prejob sample splices and control bars.

Each time 4 additional ultimate job control sample splices are prepared, 2 of these job control sample splice and associated control bar sets and 2 of the production sample splice and associated control bar sets, together, shall conform to the requirements for ultimate production sample splices in "Production Test Requirements for Ultimate Butt Splices" specified herein.

The 2 remaining job control sample splice and associated control bar sets, along with the 2 remaining production sample splice and associated control bar sets shall be shipped, unless otherwise directed in writing by the Engineer, to the Transportation Laboratory for quality assurance testing. The 4 sets shall be securely bundled together and identified by

location and contract number with weatherproof markings prior to shipment. Bundles containing fewer than 4 sets will not be tested.

Quality assurance testing will be performed in conformance with the requirements for ultimate production sample splices in "Production Test Requirements for Ultimate Butt Splices" specified herein.

Test results for each bundle of 4 sets will be reported in writing to the Contractor within 3 working days after receipt of the bundle by Transportation Laboratory. In the event that more than one bundle is received on the same day, 2 additional working days shall be allowed for providing test results for each additional bundle received. A test report will be made for each bundle received. Should the Contractor elect to encase any splices prior to receiving notification from the Engineer, it is expressly understood that the Contractor will not be relieved of the Contractor's responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase any splices pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

MEASUREMENT AND PAYMENT

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

Full compensation for conforming to the provisions of "Ultimate Butt Splices," of these special provisions shall be considered as included in the contract prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.39 STEEL STRUCTURES

Construction of cable tie-down anchorages shall conform to the provisions in Section 55, "Steel Structures," of the Standard Specifications and these special provisions.

GENERAL

Attention is directed to "Welding" in Section 8, "Materials," of these special provisions.

WORKING DRAWINGS

Attention is directed to "Working Drawings," elsewhere in these special provisions.

Working drawings for cable tie-down anchorages shall contain all information required for the fabrication of structural steel, including, at a minimum, the following:

- A. Design geometry lines and fabrication geometry working lines, including vertical, longitudinal and transverse;
- B. Material and weld designations including the ASTM material specification, processes of shop fabrication including cutting, grinding and welding, weld symbols as required by AWS D1.5, and for each weld, the "Joint Designation" as listed in figures 2.4 or 2.5 of AWS D1.5;

The Contractor shall allow the Engineer 50 working days to review the structural steel working drawings.

MATERIALS

Structural steel shall conform to ASTM Designation: A709M, Grade HPS485W or Grade 345 with supplementary Requirement S83 "Non-Fracture-Critical, *T*, Material; Toughness Test and Marking." Charpy V-notch (CVN) impact values for steel procurement shall be reported on the mill test report and shall conform to ASTM Designation: A 709M for Zone 2, except as shown on the plans.

Steel pipe designated on the plans as ASTM A709M Grade 345 shall be fabricated from plate in accordance with API Spec 2B with the longitudinal seam welded from both sides using submerged arc welding, qualified, examined and inspected in accordance with these special provisions.

At the option of the Contractor, steel pipe may be manufactured to API Spec 5L, Grade X52 providing the chemical and mechanical properties conform to the requirements specified for ASTM Designation: A709M, Grade 345, non-fracture critical, Zone 2 applications.

Nonshrink grout for cable tie-down anchorages shall conform to the provisions in "Nonshrink Grout," of these special provisions.

Silicone sealant shall conform to the requirements in Section 51-1.12F(3), "Materials and Installation," of the Standard Specifications.

Material for check samples shall be removed by the Contractor in the presence of the Engineer. Check samples for plates wider than 610 mm shall be 355 mm wide and 460 mm long with the long dimension transverse to the direction of rolling. Check samples for all other products shall be 460 mm long, taken in the direction of rolling, and the width shall be the product width. Check samples shall be removed and delivered to the Engineer before the material is fabricated into components. The direction of rolling, heat numbers, and plate numbers shall be marked on the samples with paint or other indelible marking material or may be steel stamped in one corner of the plate.

THROUGH-THICKNESS PROPERTY

Where steel plate with through-thickness properties are shown on the plans, the steel shall meet the low sulfur and reduction of area requirements of AWS D1.5, Section 12.4.4.1. Additionally, each plate shall be ultrasonically examined and shall meet the acceptance criteria in conformance with the requirements in ASTM Designation: A578, Level C. The Contractor may specify these requirements at any additional location at no additional cost to the State.

FABRICATION

Quality of Workmanship

The Engineer may inspect fabrications for dimensional accuracy, fabrication practices, welding, and for compliance with these special provisions.

Fabrication Procedure

The Contractor shall submit to the Engineer for approval in accordance with the requirement in "Working Drawings," of these special provisions, written, detailed procedures for the fabrication of cable tie-down anchorages. Procedures shall include the assembly and welding sequence and shall be of sufficient detail to demonstrate the proposed fabrication procedure and verify the inspectability of welds.

Mechanical Cutting

Mechanical shearing of material of thickness greater than 8 mm is prohibited. Mechanically sheared edges shall be ground smooth. All cracks emanating from these edges shall be removed.

Flame, Plasma and Arc Cutting

All cut edges shall be ground to remove dross, slag and hardened material.

WELDING OF STEEL STRUCTURES

All corner and T-joint groove welds shall be reinforced with fillet welds with a size of 1/4 times the thickness of the abutting member, or 10 mm, whichever is less.

Dimensional details and workmanship for welded joints in tubular and pipe connections shall conform to the provisions in Part A, "Common Requirements of Nontubular and Tubular Connections," and Part D, "Specific Requirements for Tubular Connections," in Section 2 of AWS D1.1.

Backing for welds that are subject to computed stress which are left in place in the completed structure as shown on the plans or approved by the Engineer shall be a single length. Backing shall be of the same material as the structural steel being welded, unless otherwise permitted herein. Single lengths of backing shall be obtained by using a continuous strip, or may consist of lengths of backing joined by complete joint penetration butt welds. Butt welds in the backing material shall be tested in conformance with the requirements in AWS D1.5, Section 3.13.1. Butt welds in backing material shall be ground flush as necessary to obtain proper inspection and for proper fit-up in the weld joint with which the backing is to be used.

WELDING OF HPS485W STEELS

Welds between and to HPS485W steels shall conform to the requirements in this section. All welding procedures shall be qualified by testing in accordance with the requirements in AWS D1.5 as modified herein and shall be used within the qualified limits of heat input. Previously qualified welding procedures may be submitted for review based on these specification requirements. Regardless of qualification range, the heat input, preheat temperature and maximum interpass temperature shall conform to the requirements of this section.

Consumables for welding HPS485W steel shall be low hydrogen with H2, H4 or H8 designators as shown below. The Contractor shall test the actual level of hydrogen for each consumable using the proposed welding procedure and maximum

exposure conditions anticipated during production where required below. The level of hydrogen shall not exceed the limits specified below.

The following additional requirements shall apply when welding to HPS485W steel:

- A. Only submerged arc and shielded metal arc welding are pre-approved for welding HPS485W steel. Consumable handling requirements shall be in accordance with the requirements of AWS D1.5-96, Section 12.6.
- B. Filler Metal Requirements:

- 1. Filler metals for single pass fillet welds need not meet the requirements for exposed bare applications.
- 2. Filler metals for welds between Grade HPS 485W and all other grades shall match the lower strength of the materials joined, unless noted otherwise on the plans.
- 3. Filler metals for matching fillet welds, and all groove welds connecting Grade HPS485W plates shall conform to the following requirements:

- (a) Submerged Arc Welding (SAW) Consumables;

SAW consumables shall meet AWS Electrode/Flux Classification F9A4 EXXX-X with supplementary moisture resistance designators-H4 or -H2, in conformance with AWS A5.23, with 1% Nickel minimum in the weld deposit.

- (b) Shielded Metal Arc Welding (SMAW) Consumables; E9018-RHZ* with 1% nickel minimum in the weld deposit.

(* the Designator 'R', for moisture resistant coating, is required for all SMAW electrodes used for welding HPS485W steels. HZ shall be either H2, H4 or H8)

- (c) Other Processes

The use of other processes will be subject to approval by the Engineer based on proposed consumables and welding parameters. Filler metals for other processes shall provide the properties specified below. Consumables shall have a low hydrogen designation of H4 or H8 and shall be moisture resistant.

- 4. Except for single pass fillet welds, or welds that will be fully consumed in a finished weld with satisfactory weathering characteristics, welding consumables and electrodes shall produce weld deposits that meet the requirements of AWS D1.5, Table 4.3.
- 5. Qualification Testing: Weld procedure qualification test shall conform to AWS D1.5 qualification requirements, except fillet weld procedures shall be qualified in each position used, the thickness of the thicker test plate shall not be less than the maximum thickness to be welded using the qualified procedure, and macroetch specimens shall be taken. The test results shall meet the following properties:

Transverse tensile ultimate strength: ≥ 620 MPa

All-Weld-Metal: yield strength: ≥ 485 MPa

All-Weld-Metal: ultimate tensile strength: ≥ 620 MPa

All-Weld-Metal: percent elongation: $\geq 19\%$ in 50 mm

Charpy V-Notch: as specified in D1.5.

- 6. In addition to the requirements for WPS qualification in accordance with AWS D1.5, diffusible hydrogen (Hd) tests shall be performed on the weld metal for welding consumables that are not certified as H2 or H4 by the manufacturer. The deposited weld metal shall have a diffusible hydrogen level equivalent to 4 mL/100 g or less for SAW and 8 mL/100 g or less for other processes. Hd test specimens shall be prepared at the fabrication plant. Specimens shall be tested in accordance with AWS A4.3. Test results in excess of the specified limit are unacceptable, and a retest is required, with a revised welding or consumable control procedure. AWS D1.5, Section 5.7.6, "Exemption from Further Testing," is applicable, but WPS or Hd results are not transferable from fabricator to fabricator. Fabricators with multiple plants under a common umbrella of welding equipment, welding training, and supervision will be required to perform the Hd testing only once per combination of consumables for each location. Plants audited as a single facility by the American Institute of Steel Construction (AISC) as a part of their Quality Certification Program, or other Engineer approved equal Quality Assurance program, shall be considered one location. Multiple plants not falling under the AISC, or other 'single facility' audit definition, will be considered separate facilities and additional WPS and Hd tests are required.

C. Preheat and Interpass Temperature:

1. The minimum preheat and interpass temperatures shall be in accordance with AWS D1.5, Table 12.4.

If satisfactory results are not achieved with the above minimum preheat and interpass temperatures during development of the Welding Procedure Specification (WPS), and an increased preheat temperature is used to provide a satisfactory Procedure Qualification Record (PQR), the higher preheat temperature shall be used during fabrication as the required minimum.

The minimum preheat or interpass temperature required for a joint composed of different base metals and/or different thickness shall be based on the highest of the minimum preheats required by AWS D1.5, Section 12.14.

2. The maximum interpass temperature for welding HPS485W steel is 230 °C.

D. Heat Input (HI);

1.5 kilojoules per mm (kJ/mm), minimum
3.5 kJ/mm, maximum

as determined using AWS D1.5, Section 5.12.

- E. Backing; AWS D1.5, Section 5.4.5 is modified to allow steel backing material for WPS test plates to be of grade 345W (Sulfur = 0.025 max.) or HPS485W material.

SHOP WELDING

Except as specified herein, welding, welder qualifications, and inspection of welding work shall conform to the requirements of AWS D1.5.

General Provisions

- A. The welding shop shall be temperature and ventilation controlled. Fumes from welding shall be removed by methods satisfying ANSI Z49.1, "Safety in Welding Cutting and Allied Processes, and Safety Plans" consistent with legislation. To the extent that air movement may be harmful to welding procedures, ventilation in welding areas during fabrication shall be controlled to levels consistent with qualification procedures.
- B. Welding of temporary fixtures such as lifting lugs shall be shown on the working drawings and shall conform to AWS D1.5. After removal, the structure shall be repaired to meet the requirements of these special provisions and AWS D1.5.

Design Details

- A. Unless otherwise shown on the plans or specifically approved in writing by the Engineer, all complete joint penetration (CJP) welds shall be back-gouged. Where backing bars are used, the backing bars shall be removed and the weld back-gouged and re-welded. The back gouged areas shall be ground to bright metal.
- B. Weld backing shall conform to the requirements in AWS D1.5 and these special provisions.
- C. Weld matching: Weld electrodes shall match the lower strength of the materials joined, except where otherwise noted.
- D. Tightly adhering weld spatter shall be removed by power brush or grinding.
- E. Gouging for back gouging or for repair shall be done by an approved arc method and /or by grinding. Oxygen cutting will not be permitted for any form of gouging. Procedures to avoid retention of carbon deposits, slag or dross shall be used. Air-carbon-arc gouged surfaces shall be ground or filed to bright metal.
- F. Weld repairs – In addition to the provisions in AWS D1.5, Section 3.7.4, re-repair of welds or base metal requires prior approval of the Engineer.

Welding Procedure Qualification

- A. Qualification of Welding Procedure – Qualification testing shall be conducted for all welds and weld details as specified hereunder. Procedure qualification records (PQR) pertaining to tests conducted within the last 30 months, witnessed by Caltrans, and certified to be accurate will be accepted if the test material thickness was equal to or greater than the material to be used on the project, and the properties and qualification details meet the requirements

of these special provisions. Otherwise, new tests shall be conducted. Qualification tests shall be performed to qualify the range of material thickness using Table 5.2 of AWS D1.5 except that the thickness of the thicker test plate shall not be less than the maximum thickness to be welded using the qualified procedure. Groove weld macroetch tests per AWS D1.5 are required for qualification of all complete joint penetration and partial joint penetration welds joint details not specified in AWS D1.5, Figure 2.4 or Figure 2.5.

Unless otherwise specified herein, the ductility requirements shall be 22% elongation for a gage length of 50 mm in the reduced section of the reduced section tension specimens. The Charpy V-Notch impact toughness requirements for weld metal are stipulated above under "Materials" or in AWS D1.5 if not specified therein.

Inspection and Testing

The Contractor shall provide the Engineer with work schedules, and expected readiness of work for quality assurance (QA) inspection by the Engineer.

The extent of non-destructive examination is specified below, unless specified elsewhere in these special provisions. This table supercedes AWS D1.5, Sections 6.7.1 and 6.7.2.

COMPONENT	Weld Type			Extent & Type of Testing		
	CJP	PJP	Fillet	RT	UT	MT
Steel Pipe Longitudinal Seam	X				100%	
Cable Tie-Down welds in and to HPS485W steel	X	X	X		100%	25% 25%

Notes:

- 1) If unacceptable discontinuities are found in a joint with a specified percentage of testing less than 100 %, the remainder of that weld shall be tested.
- 2) Where the specified percentage of testing is greater than 25%, the specified length of each weld shall be tested.
- 3) Where the specified percentage of testing is 25 %, each weld that is 1.5 m long or more shall be examined over 25 % of the weld length. Welds under the same table category in the same component that are less than 1.5 m long may be lot examined by testing one weld 100 % for each lot of four welds.
- 4) For lot examination, if unacceptable discontinuities are found in the weld tested, the remainder of that weld shall be tested, and a second weld in the lot will be chosen by the Engineer and shall be tested. If unacceptable discontinuities are found in the second weld, the entire lot shall be tested.
- 5) UT examination of PJP welds shall confirm the specified weld size and, for weld sizes greater than 15mm, shall also evaluate the accessible weld volume to the requirements of AWS D1.5 for welds in tension.
- 6) Welds in grades with strength levels of 485 and above shall be tested 100% by MT in addition to other specified inspection.
- 7) Welds made by either the electroslag or electrogas processes shall be examined 100% by both radiographic and ultrasonic testing.

Acceptance

For purposes of acceptance, all welds shall be considered to sustain tension, except for those otherwise shown on the plans.

MEASUREMENT AND PAYMENT

Payment for structural steel shall conform to the provisions in Section 55-4.02, "Payment," of the Standard Specifications and these special provisions.

Full compensation for repairing damaged paint surfaces shall be considered as included in the contract prices paid per kilogram for erect structural steel, of the types listed in the Engineer’s Estimate, and no additional compensation will be allowed therefor.

10-1.40 CLEAN AND PAINT STRUCTURAL STEEL

Exposed new metal surfaces including the inside of steel pipes shall be cleaned and painted in conformance with the provisions in Section 59-2, "Painting Structural Steel," and Section 91, "Paint," of the Standard Specifications and these special provisions.

Prior to performing any painting or paint removal, the Contractor shall submit to the Engineer, in conformance with the provisions in Section "Working Drawings," of these special provisions, 3 copies of a separate Painting Quality Work Plan (PQWP) for each item of work for which painting or paint removal is to be performed. As a minimum, each PQWP shall include the following:

- A. The name of each Contractor or subcontractor to be used.
- B. One copy each of all current "SSPC: The Society for Protective Coatings" specifications or qualification procedures which are applicable to the painting or paint removal to be performed. These documents shall become the permanent property of the Department.
- C. Proposed methods and equipment to be used for any paint application.
- D. Proof of each of any required certifications, SSPC-QP 1, SSPC-QP 2, SSPC-QP 3.

The Engineer shall have 10 working days to review the PQWP submittal after a complete plan has been received. No painting or paint removal shall be performed until the PQWP for that work is reviewed by the Engineer.

CLEANING

Exposed new metal surfaces shall be dry blast cleaned in conformance with the requirements in Surface Preparation Specification No. 10, "Near White Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave surfaces with a dense, uniform, angular anchor pattern of not less than 40 μm nor more than 86 μm as measured in conformance with the requirements in ASTM Designation: D 4417.

Mineral and slag abrasives used for blast cleaning steel shall conform to the requirements in Abrasive Specification No. 1, "Mineral and Slag Abrasives," of the "SSPC: The Society for Protective Coatings" and shall not contain hazardous material. Mineral and slag abrasives shall comply with the requirements for Class A, Grade 2 to 3 as defined therein.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished prior to use for each shipment of blast cleaning material for steel.

PAINTING

Blast cleaned surfaces shall receive a single undercoat, and a final coat where specified, consisting of a waterborne inorganic zinc coating conforming to the requirements in AASHTO Designation: M 300, Type II, except that: 1) the first 3 sentences of Section 4.7, "Primer Field Performance Requirements," and the entire Section 4.7.1 shall not apply, and 2) zinc dust shall be Type II in conformance with the requirements in ASTM Designation: D 520. The inorganic zinc coating shall be listed on the qualified products list which may be obtained from the Transportation Laboratory.

The color of the final application of inorganic zinc coating shall match Federal Standard 595B No. 36373.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications.

Inorganic zinc coating shall not be applied when the atmospheric or surface temperature is less than 7°C or more than 29°C, nor when the relative humidity exceeds 85 percent.

The single undercoat of inorganic zinc coating shall be applied to the required dry film thickness in 2 or more applications within 4 hours after blast cleaning.

The total dry film thickness of all applications of the inorganic zinc undercoat, including the surfaces of outside existing members within the grip under bolt heads, nuts and washers, shall be not less than 100 μm nor more than 200 μm , except that the total dry film thickness on each faying (contact) surface of high strength bolted connections shall be between 25 μm and the maximum allowable dry film thickness for Class B coatings as determined by certified testing in conformance with Appendix A of the "Specification for Structural Joints Using ASTM A325 or A490 Bolts" of the Research Council on Structural Connections (RCSC Specification). Unless otherwise stated, all inorganic zinc coatings used on faying surfaces shall meet the slip coefficient requirements for a Class B coating on blast-cleaned steel, as specified in the RCSC Specification. The Contractor shall provide results of certified testing showing the maximum allowable dry film thickness for the Class B coating from the qualifying tests for the coating he has chosen, and shall maintain the coating thickness on actual faying surfaces of the structure at or below this maximum allowable coating thickness.

Areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

Dry spray, or overspray, as defined in the Steel Structures Painting Manual, Volume 1, "Good Painting Practice," of the "SSPC: The Society for Protective Coatings," shall be removed prior to application of subsequent coats or final acceptance. Removal of dry spray shall be by screening or other methods that minimize polishing of the inorganic zinc surface. The dry

film thickness of the coating after removal of dry spray shall be in conformance with the provisions for applying the single undercoat, as specified herein.

The inorganic zinc coating shall be tested for adhesion and cure. The locations of the tests will be determined by the Engineer. The sequence of the testing operations shall be determined by the Contractor. The testing for adhesion and cure will be performed no sooner than 72 hours after application of the single undercoat of inorganic zinc coating. At the Contractor's expense, satisfactory access shall be provided to allow the Engineer to determine the location of the tests and to test the inorganic zinc coating cure. The inorganic zinc coating shall pass the following tests:

Adhesion

- The inorganic zinc coating shall have a minimum adhesion to steel of 4 MPa when measured at no more than 6 locations per span on each girder using a self-aligning adhesion tester in conformance with the requirements in ASTM Designation: D 4541. The Contractor, at the Contractor's expense, shall: (1) verify compliance with the adhesion requirements, (2) furnish test results to the Engineer, and (3) repair the coating after testing.

Cure

- The inorganic zinc coating, when properly cured, shall exhibit a solid, hard, and polished metal surface when firmly scraped with the knurled edge of a quarter. Inorganic zinc coating that is powdery, soft, or does not exhibit a polished metal surface, as determined by the Engineer, shall be repaired by the Contractor, at the Contractor's expense, by blast cleaning and repainting with inorganic zinc coating to the specified thickness.

The exterior surfaces of undercoated areas shall receive a final coat of a waterborne inorganic zinc coating of the same product used in the single undercoat.

The final coat of inorganic zinc coating shall be applied after testing for adhesion, testing for cure, and completion of all operations that may damage or discolor the steel surface, including correction of runs, sags, thin and excessively thick areas in the paint film, skips and holidays, dry spray, or areas of non-uniform appearance.

The area to receive the final coat of inorganic zinc coating shall be lightly roughened by abrasive blasting using an abrasive no larger than 600 μm . Abrasive blasting shall remove no more than 15 μm of inorganic zinc. The surface to be lightly roughened shall be free from moisture, dust, grease or deleterious material.

The final coat of inorganic zinc coating shall be applied to the required dry film thickness in one uniform application within 24 hours after light roughening. The dry film thickness of the final coat shall be not less than 25 μm nor more than 75 μm .

The total dry film thickness of all applications of the single undercoat and final coat of inorganic zinc coating shall be not less than 125 μm nor more than 275 μm .

Finish coats will not be required.

10-1.41 WATER MAINS

PART 1-GENERAL

SUMMARY

Scope.--This work shall consist of furnishing and installing water mains, complete with pipes, fitting, valves, accessories and incidentals necessary to complete the work for a ready to operate domestic water distribution system.

The work includes excavating, trenching, backfilling, and testing with the exception of disinfection, in accordance with the details shown on the plans, as specified in the Standard Specifications, and these special provisions.

For the City and County of San Francisco, the San Francisco Public Utilities Commission/Water Department (SFWD) is the jurisdictional water utility district.

SFWD Work

SFWD will make all connections and disconnections to and from the existing water mains, connections of existing service pipes to new mains (retap), connections of Contractor installed new service pipes to existing meters and all other work that involves cutting or otherwise disturbing the existing water system.

SFWD will also provide disinfection of the new lines by chlorination as specified in these special provisions.

For all work to be done by SFWD, the Contractor shall perform all excavation and backfill

REFERENCE STANDARDS

The regulatory requirements which govern the work of this Section include the following governing Codes and Standards, along with the State water work standards:

A. American Society for Testing and Materials (ASTM):

ASTM Designation" D1557 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop

B. American Water Works Association (AWWA):

1. AWWA C104 Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water
2. AWWA C105 Polyethylene Encasement for Ductile-Iron Pipe Systems
3. AWWA C110 Ductile-Iron and Gray-Iron Fittings, 3 In. through 48 In. (75 mm through 1200 mm), for Water and Other Liquids
4. AWWA C151 Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
5. AWWA C153 Errata Nov 1996) Ductile-Iron Compact Fittings, 3 In. through 24 In. (76 mm through 610 mm) and 54 In. through 64 In. (1,400 mm through 1,600 mm) for Water Service
6. AWWA C111 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
7. AWWA C504 Rubber-Seated Butterfly Valves
8. AWWA C509 Resilient-Seated Gate Valves for Water Supply Service
9. AWWA C600 Installation of Ductile-Iron Water Mains and Their Appurtenances
10. AWWA C800 Underground Service Line Valves and Fittings

SUBMITTALS

General Submittals:

General.--Submit listed submittals in accordance with the provisions of the Contract Documents.

Product Data.--Submit respective manufacturer's product data including catalog cuts, descriptive drawings, and literature, with all exceptions to the Specifications noted for each equipment item to be furnished under this Section including, but not limited to, ductile iron pipe, fittings, gaskets, valves, polyethylene encasement material and appurtenances.

Shoring Plans.--Submit Shoring Plans and calculations for excavation depths greater than 1.5 meters.

Construction Schedule:

Attention is directed to "Obstructions" of these special provisions, regarding duration and work to be performed by SFWD personnel, regarding to the water mains relocation.

The Contractor shall submit Construction Schedule that will include time for the SFWD personnel to complete their work as specified herein. The Contractor shall incorporate the SFWD required times in his/her schedule. The Contractor shall confer with the Engineer in the preparation of the schedule that needs to satisfy the water distribution operation and minimize disruption of the services. No construction for water work shall be started until the Engineer approves the schedule.

Quality Assurance Submittals:

Test Reports.--Certified test reports showing compliance with specified performance characteristics and physical properties.

Manufacturer's Instructions.--Manufacturer's installation instructions.

Closeout Submittals:

Record Drawings.--Record actual location of distribution mains, valves, connections, and invert elevations for review.

DELIVERY, STORAGE & HANDLING

Ordering.--Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

Storage and Protection.--Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.

SITE CONDITIONS

Excavations in which products will be buried shall be dry.
Coordinate the installation of the water supply system with the SFPUC/SFWD.

PART 2. – PRODUCTS

MATERIALS

Pipe.--Pipe sizes of 100 mm and larger in diameter, shall be ductile iron, Class 53 with Tyton bell and spigot ends conforming to ANSI/AWWA C151/A21.51, latest editions.

Lining and Coating.--Ductile iron pipe, specials, and fittings shall be lined with double cement-mortar lining with an asphaltic seal coating, 0.03 mm (1 mil), in accordance with AWWA C104. The exterior of ductile iron pipe, specials, and fittings shall be coated with a 0.03-mm (1-mil) asphaltic coating in accordance with AWWA C151, Section 51-9.

Fittings and Specials.--Ductile Iron Push-On Joint Fittings and Specials shall be Tyton compact fittings and shall conform to the applicable requirements of ANSI/AWWA C110/A21.10, or ANSI/AWWA C153/A21.53, latest revisions, unless otherwise specified herein. Fittings shall accommodate a "Field-Lok" type gasket. Fittings for 75 mm pipes or smaller shall be bronze/copper flared conforming to ASME B16.26.

Pipe Joints

For ductile iron pipe 100 mm and larger, "Field-Lok" gaskets as manufactured by US Pipe. No substitution will be allowed. Joints for 75 mm copper tubing shall be compression-pattern flared, flanged, screw-in as required.

Valves

Valves 100 mm and larger in size shall be push-on (Tyton by Tyton ends) and can accommodate "Field-Lok" gaskets, resilient seated, non-rising stem, right turn open and nut operated.

Service Valves less than 100 mm in size shall be bronze and shall comply with AWWA C800. Connections shall be screw-in, flared, or flanged as required.

Corporation Stops.--Corporation Stops shall be brass, in compliance with AWWA C800, copper tubing flare connection.

Polyethylene Encasement.--Polyethylene encasement for pipe and fittings shall conform to AWWA C105.

MISCELLANEOUS METAL

All connecting devices, including Tie Rods, Rod Couplings, Pipe Clamps, restraints and related hardware shall be as shown on plans.

Saddle shall feature brass body with stainless steel straps and hardware.

TRENCH BEDDING AND BACKFILL

Sand Bed.--All pipe shall be constructed on a prepared or natural sand bed the width of which shall be at least 300 mm plus the full width of the pipe, and not less than 100 mm thick below the pipe after installation.

Sand Backfill.--Backfill around all pipes from the bottom of the trench to a height 150 mm above the top of pipes for the full width of the trench shall be sand only. Sand backfill material shall be in accordance with the applicable requirements of the Standard Specifications.

Backfill Above Required Sand.--Backfill material above the required sand shall be in accordance with the applicable Standard Specifications.

PART 3. - EXECUTION

MAINTAINING WATER SERVICES

Maintain water service and conduct operations at times selected to minimize the duration and inconvenience of service interruption.

Keep existing water mains that will be replaced by new water mains in service until new water mains are ready for service.

Water valves in service shall be operated only by SFWD personnel.

CUTTING OF PIPE

Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe. Unless otherwise recommended by the manufacturer and authorized by the Engineer, cutting shall be done with an approved type mechanical cutter. Wheel cutter shall be used when practicable.

PIPE INSTALLATION

- A. The trench shall be excavated so that a 100 mm thick layer of sand bedding can be installed beneath the pipe bottom such that the barrel of the pipe will have an even bearing along its entire length and with sufficient clearance provided for any necessary operations in connection with the laying of the pipe. Bell holes shall be excavated for each pipe bell or joint.
- B. Before any pipe may be installed, the grade of the trench bottom shall be to the satisfaction of the Engineer. Immediately prior to installing the pipe, the Contractor shall remove all loose rocks and other objectionable material from the bottom of the trench and bell holes. When the trench is properly prepared, the pipe shall be lowered therein, singly, without jar or strain, and assembled by piece inside the trench.
- C. Joints for pipe shall be fastened by use of "Field-Lok" gaskets, in accordance with AWWA C600, unless otherwise directed by the Engineer.
- D. The pipe shall be joined in strict adherence to the pipe manufacturer's printed installation instructions.
- E. When the pipe is cut in the field, the outside of the cut end shall be beveled about 6 mm at an angle of about 30 degrees and the leading edge rounded. The prepared cut end shall be marked at 84 mm for a 300 mm water line and 83 mm for a 200 mm water line.
- F. If the joint assembly is not accomplished with the application of reasonable force, the plain end of the pipe shall be removed to check the proper position of the gasket. At the end of each day, the Contractor shall plug the end of the laid pipe.
No pipe shall be placed within the trench closer than 23 meters from the end of said trench as excavated, or from any obstruction visible in said trench area. The purpose of this stipulation is to permit the Engineer to adjust said trench line and grade as conditions require.
- G. All connections to existing water mains will be made by SFWD. Contractor shall coordinate with SFWD to facilitate connection of the new and existing system.
- H. Contractor shall provide locating/markings tape in the trench continuously over the centerline of the pipe per applicable requirements of these Specifications
- I. The entire pipe system shall be encased with polyethylene tubes or sheets in accordance with AWWA C105.
- J. The Contractor shall paint all tie rods, lugs, restraining rings assembly and all miscellaneous metal attached to the pipeline installed by the Contractor and SFWD with two coats of Koppers Bitumastic No. 505 or two coats of Proteco Wrap CA160 or approved equal, applied in accordance with the manufacturer's directions.
- K. Insulating flanges and/or couplings shall be installed to electrically isolate the newly installed portion of pipeline from existing metallic pipelines, reinforced concrete structures and above grade buildings or structures.
- L. The maximum allowable joint deflection shall be as given by the pipe manufacturer. If the alignment requires deflection in excess of the above limitations, a sufficient number of shorter lengths of pipe shall be installed to provide angular deflections within the limit set forth.
- M. Restrained Joints.--Valves shall be securely anchored or shall be provided with restrained joints to prevent movement. All joints on lateral and dead end of 100 mm in diameter or larger pipes shall be restrained.
- N. The Contractor shall complete the excavation of the pit and install appropriate shoring to the satisfaction of the Engineer before SFWD personnel can do any work.

IDENTIFICATION OF PUSH-ON GASKET JOINTS

The Contractor shall identify all joints with Push-On gaskets by spraying white marking paint on top of each bell and also by taping a direct burial tape around the spigot end of each pipe just in front of the bell.

INSTALLING PIPE FITTINGS

The Contractor shall include the procurement, placing, restraining, and protecting of all fittings, valves, joint restraints, and all other appurtenances to be incorporated in the work, as indicated in the Contract Documents or as directed by the Engineer.

Installation.--Bends, tees, and gates of 100 mm, 200 mm, and 300 mm in diameter shall be fastened to the pipe or to each other by use of "Field-Lok" type gaskets. Caps shall be fastened to the pipe by use of tie rods and lugs or restrainers as shown on plans or directed by the Engineer. Additional lug and tie rod joint restraints shall be installed at locations directed by the Engineer.

Valve Boxes.-- Over each valve, a piece of ductile iron pipe of such size as may be required by SFWD shall be placed vertically to form a valve box. A suitable cover shall be placed on top of the pipe or box. The bottom of the box shall rest on a steel plate so placed as to prevent the box from bearing on the gate. Contractor shall cut the box to such lengths that the top of the gate cover will be flush with the surface of the finished pavements shown on plans. The word "WATER" shall be cast in the cover. The box length shall adapt, without full extension, to the depth of cover required over the pipe at the valve location.

INSTALLING SHORING

The Contractor shall install an approved shoring system for all excavations 1.5 meters or more in depth, in conformance with "Excavation Safety Plans," of these special provisions.

In locations where the SFWD crews will install service lines or connections to other lines, regardless of depth, the Contractor shall install a solid sheeting type shoring system, approved by the Engineer, that is capable of protecting all excavations from excessive water that may be present and give ample access to the crews to perform the installation. This shoring system is more stringent than Cal/OSHA standards.

Shoring materials and equipment shall be removed from the excavation prior to completion of work.

INSTALLATION OF SCREW TAPS

The Contractor shall drill, tap, and install all screw taps and risers as indicated or as required by the Engineer.

Screw taps not satisfactorily installed in the opinion of the Engineer shall be removed and replaced at the expense of the Contractor. Where the screw tap installation is unsatisfactory, it shall be removed and replaced with a solid cast iron plug. The Contractor shall relocate screw taps at locations as directed by the Engineer.

FIELD QUALITY REQUIREMENTS

The Contractor shall obtain a relative compaction of not less than 95 percent throughout each layer of all backfill constructed within 1 meter of pavement subgrade, or adjacent ground. Below the top 1 meter of backfill, the relative compaction shall not be less than 90 percent. If tests indicate work does not meet specified requirements, remove such work, replace, and retest at no additional cost to the State.

The Contractor shall furnish all equipment, accessories and incidentals for the hydrostatic tests including temporary anchoring devices.

TESTS

- A. Protection from Flooding: Provide positive measures to protect exposed, installed pipe and compacted pipe bedding from flooding during testing.
- B. Notice of Hydrostatic Pressure Test:
 - 1. Give 72 hours notice of intention of hydrostatic pressure test to SFWD.
 - 2. Designate largest sections feasible for hydrostatic pressure test. Pressure test shall be performed by the Contractor; at Contractor's expense. The SFWD will perform chlorination.
- C. Testing Requirements:
 - 1. General:

Prior to backfilling, isolate the system by use of approved valves, caps and plugs, or other acceptable methods. Maintain such isolation throughout the performance of pressure testing.

Where valves are used for isolation, eliminate leakage through such valves if it occurs. Maintain new work isolated from existing water mains, except for test connections, until testing and chlorination have been completed.

2. Hydrostatic Tests:

For hydrostatic tests, provide approved caps and plugs in sections to be tested, and remove them after testing. Provide temporary anchorage as required for the test.

Install the water source connection for testing the isolated section. The Engineer may permit the use of a tap which will be furnished and installed by SFWD.

Provide labor and materials required for the test.

Where leakage occurs, perform necessary corrective measures.

Remove and replace defective pipes, joints, fittings, valves, and other appurtenances. Reset such items if displaced.

Perform hydrostatic tests in accordance with the requirements of SFWD. All such tests shall be witnessed by the representative of the SFWD. The Contractor shall be responsible for making all such arrangements.

HYDROSTATIC PRESSURE TEST IN THE FIELD

When the pipeline or a portion of the pipeline laid under this contract is completed, the Contractor shall test the line to a hydrostatic pressure of 1.55 MPa. The actual pressure test of 1.55 MPa shall be maintained for not less than two (2) hours.

If any section of the pipe under test develops a leak evidenced by a test pressure drop, the Contractor shall repair or replace the defective portion of the pipe as directed by the Engineer at no additional cost. After all repairs are made, the pipe shall be retested.

DISINFECTION

Upon completion of satisfactory hydrostatic test, SFWD will disinfect the main. SFWD will supply and install all piping, fittings, and other materials necessary to chlorinate the main, except screw taps and risers, which shall be installed by the Contractor. The Contractor shall not backfill the site of such work until the satisfactory disinfection of the main is verified by the Engineer.

REMOVAL OF SFWD -OWNED BOX AND COVER

The Contractor shall remove all existing valve boxes and valve covers, if any, that are to be abandoned in this contract or as directed by the Engineer. The Contractor shall saw cut, excavate, remove and dispose of pavement; excavate the hole to the dimensions indicated (or required); remove the box and dispose of as his/her property; place and maintain all traffic routing and public safety requirements; furnish and place sand backfill; restore pavement, sidewalk, and other roadway structures that have been removed during the progress of the work, unless otherwise specified herein, and clean the site of the work together with all other work necessary or incidental thereto.

The Contractor shall return all box covers to the SFWD Corporation Yard at 1990 Newcomb Avenue, San Francisco, or at the location indicated by the Engineer.

Removal of Valve Box and Cover

The Contractor shall notify the City and County of San Francisco, SFWD in writing 5 working days prior to scheduling the removal of abandoned valve boxes and valve covers for SFWD Inspector approval. The Contractor shall identify the abandoned valve boxes and covers that are to be removed by marking them in the field for the SFWD Inspector for approval. Removal work shall be completed before surrounding finish grade work.

The Contractor shall remove the valve box at least 450 mm below the finished grade. The removal of the plate under the valve box is optional.

The hole shall be backfilled in accordance with the applicable requirements of the Standard Specifications.

Cleanup

Upon completion of the installation of water lines, and appurtenances, all debris and surplus materials resulting from the work shall be removed.

MEASUREMENT AND PAYMENT

Water main will be measured along the centerline of the line, including fittings and valves, and paid for per meter for various sizes in the same manner specified for welded steel pipe in Section 70-1.04, "Measurement," and Section 70-1.05, "Payment," of the Standard Specifications.

The contract price paid per meter for the various sizes water mains involved shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing the different sizes and types of pipe, fittings and valves, complete in place, including structure excavation and structure backfill, installing valve boxes, polyethylene encasement, shoring and testing as shown on the plans, and as specified in these special provisions, and as directed by the Engineer. Any related work shall be considered as incidental and no separate payment shall be made therefor.

10-1.42 REINFORCED CONCRETE PIPE

Reinforced concrete pipe shall conform to the provisions in Section 65, "Reinforced Concrete Pipe," of the Standard Specifications and these special provisions.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans or specifications for standard joints.

When solid rock or other unyielding material is encountered at the planned elevation of the bottom of the bedding, the material below the bottom of the bedding shall be removed to a depth of 1/50 of the height of the embankment over the top of the culvert, but not less than 150 mm nor more than 300 mm. The resulting trench below the bottom of the bedding shall be backfilled with structure backfill material in conformance with the provisions in Section 19-3.06, "Structure Backfill," of the Standard Specifications.

The excavation and backfill below the planned elevation of the bottom of the bedding will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

10-1.43 DRAIN PIPE

Construction of drain pipe shall consist of drilling or coring in bedrock, furnishing and installing the drain pipe, and grouting the entire space between the drilled or cored holes and the drain pipe in accordance with the details shown on the plans, and the requirements of these special provisions.

The Contractor shall install drain pipe using horizontal directional drilling or equivalent method.

Foundation information is included in the "Information Handout" available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Rock cores are available for viewing at the Transportation Laboratory.

Difficult drilling or coring and pipe installation is anticipated due to the requirements of installing drain pipe into rock and access to the site.

The Contractor shall submit drain pipe working drawings and supplement in conformance with the provisions in "Working Drawings," of these special provisions.

Working drawings shall include the following:

- A. Complete details, information, drawings, and procedures that the Contractor proposes to use for the construction of drain pipe.
- B. Complete information on the type of pipe proposed.
- C. Equipment data proposed for use.
- D. Applicable manufacturer's data sheets.

The supplement to the working drawings shall include substantiating calculations for the following:

- A. Estimated load on the drain pipe during pullback in accordance with the requirements of ASTM Designation: F1804-97,
- B. Pipe dimensional ratio (DR) selection considering all loading considerations both short and long-term.
- C. Assumed factor of safety for pipe DR.

After complete working drawings and supplement are submitted, the Contractor shall allow the Engineer 15 working days for review and approval.

Drain pipe, fittings and grates shall be manufactured from high-density polyethylene (HDPE) and suitable for the transmission of non-potable water.

Water, slurry and drilling mud from drilling or coring operation shall be disposed of in conformance with the requirements "Non-Storm Water Discharges," of these special provisions.

Grout construction shall conform to the requirements in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications.

The Contractor equipment shall be sized to provide sufficient pullback capacity and drill head torque for the drain pipe installation. The Contractor's equipment shall not overstress the drain pipe during pullback.

Joints in HDPE pipe shall be butt-fused.

The Contractor shall maintain log sheets and record equipment operating parameters at regular intervals including:

- A. Drilling fluid pressure and flow rate.
- B. Drill thrust pressure.
- C. Pullback pressure
- D. Drill head torque.
- E. Mud logs (weight of drilling mud)
- F. Bore path alignment.

The contract lump sum price paid for drain pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in drilling or coring holes, disposing of water, slurry and drilling mud, and the material resulting from drilling or coring holes, furnishing and installing drain pipes including splicing of pipe joints, fittings and grates, and grouting the entire space between the drilled or cored holes and the drain pipes, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.44 PLASTIC PIPE

Plastic pipe, high density polyethylene pipe (HDPE), shall conform to the provisions in Section 64, "Plastic Pipe," of the Standard Specifications.

10-1.45 ROCK SLOPE PROTECTION

Rock slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A

10-1.46 MISCELLANEOUS CONCRETE CONSTRUCTION

Concrete gutter shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

10-1.47 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

10-1.48 MISCELLANEOUS METAL (BRIDGE)

Miscellaneous metal (bridge) shall conform to the provisions for miscellaneous bridge metal in Section 75, "Miscellaneous Metal," of the Standard Specifications and these special provisions.

Attention is directed to "Welding" of these special provisions.

Miscellaneous metal (bridge) shall consist of the miscellaneous bridge metal items listed in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications, and the following:

- A. Ladders at piers

Cast-in-place inserts shall be the ferrule loop type.

Metal parts of concrete anchorage devices shall be fabricated from stainless steel conforming to the requirements of ASTM Designation: A 276, Type 316.

10-1.49 EMBED PLATE

The work shall consist of furnishing and installing the embed plates at locations as shown on the plans, and as directed by the Engineer.

Embed plates, as shown on the plans, for the supports of the Caltrans and the City and County of San Francisco utility facilities, shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications and these special provisions.

PAYMENT

The contract price paid per kilogram for embed plates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing embed plates, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.50 CHAIN LINK FENCE, AND GATE (TYPE CL-2.4, BLACK VINYL-CLAD)

Chain link fence, and gate shall be (Type CL-2.4, Black Vinyl-Clad) with barbed wire extension arms, and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications, and these special provisions.

Barbed wire supporting arms (extension arms) shall extend upwards from the tops of the fence posts at an approximate angle of 45 degrees and shall be fitted with clips or other suitable means for attaching 3 lines of barbed wire. The top outside wire shall be attached to the extension arm at a point approximately 300 mm above the top of the chain link fabric and 300 mm out from the fence line. The other wires shall be attached to the arm uniformly between the top of the fence and the top outside wire.

The chain link fabric shall be 9-gage (3.76 mm), Type IV, Class B, bonded vinyl coated fabric, conforming to the requirements in AASHTO Designation: M 181. The color shall be black.

The strength of the bond between the coating material and steel of the bonded vinyl coated chain link fabric shall be equal to or greater than the cohesive strength of the polyvinyl chloride (PVC) coating material.

10-1.51 CHAIN LINK FENCE AND GATE (TYPE CL-1.2)

Chain link fence and gate (Type CL-1.2) shall be furnished and constructed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Except as otherwise specified in this section, chain link fence and gate (Type-CL 1.2) shall conform to the plan details and the specifications for fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

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

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

Galvanizing and painting of steel items will not be required.

Concrete footings for metal posts will not be required. Metal posts shall have a minimum embed depth of 1.0 meter.

SECTION 10-2. (BLANK)

SECTION 10-3. ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

Grounding for W2 foundations, pier conduit and tray support anchorage system and electrical utilities removal shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

10-3.02 GROUNDING FOR W2 FOUNDATIONS

The electrical work shall include grounding for W2 pier foundation. The work shall be performed in accordance with the plans, Standard Specification and these special provisions.

REFERENCES

The regulatory requirements which govern the work of this section include the following governing codes and standards:

- A. American Society for Testing and Materials (ASTM):
 1. ASTM Designation: B-3, Soft or Annealed Copper Wire.
 2. ASTM Designation: B-8, Concentric-Lay Stranded Copper Conductors.
 3. ASTM Designation: B-33, Tinned Soft or Annealed Copper Wire for Electrical Purposes.
- B. Federal Specification QQ-W-343, latest revision, Wire, Electrical, Copper, Uninsulated.

SUBMITTALS

Product data.—Submit manufacturer's descriptive data and installation instructions for all products and equipment furnished and installed under this contract for approval.

Certified Test Reports.—Submit with material.

MATERIALS

Grounding Conductors. – Grounding conductors shall be stranded soft drawn bare copper meeting the requirements of the ASTM specifications.

EXECUTION

Unless otherwise shown on the plans, install all products, equipment and accessories in accordance with the manufacturer's instructions.

MEASUREMENT

Grounding for Pier W2 foundation will be paid for on a lump sum basis.

10-3.03 PIER CONDUIT AND TRAY SUPPORT ANCHORAGE SYSTEM

Pier conduit and tray support anchorage system shall consist of furnishing and installing embed strut channels and conduit support brackets including all accessories and incidentals for complete installations as shown on plans and as specified in the Standard Specifications and these special provisions.

EMBED STRUT CHANNELS

Embed strut channels, as shown on the plans, shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications and these special provisions.

Embed struts shall be manufactured from 12-gage hot-dip galvanized rolled steel. Load ratings shall have a safety factor of 3 in kg. An electro-galvanizing and dichromate finishing process shall be applied after fabrication to achieve a 13 μm electro-galvanizing plating. The channels shall be of a standard size to accommodate standard channel fittings and nuts.

Embed strut channels cast in preformed concrete shall be installed at the time of casting and not later.

CONDUIT SUPPORT BRACKETS

Conduit support brackets, as shown on the plans, shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications and these special provisions.

MEASUREMENT

Pier conduit and tray support anchorage system will be measured by the kilogram as determined from scale weightings.

10-3.04 ELECTRICAL UTILITIES REMOVAL

The electrical utilities removal work shall be performed in accordance with the details shown on the plans and these special provisions.

SUBMITTALS

Work Plan.—Fifteen calendar days in advance of any scheduled activity on electrical utilities removal, submit to the Engineer, a comprehensive work plan detailing description of each activity, sequence, duration, safety measures, resources allotted, and the like for approval by the Engineer.

EXECUTION

No work shall be performed on utilities removal until the work plan is approved by the Engineer.

MEASUREMENT

Electrical utilities removal will be paid for on a lump sum basis.

10-3.05 PAYMENT

The contract lump sum price paid for grounding for Pier W2 foundation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in grounding for Pier W2 foundation, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per kilogram for pier conduit and tray support anchorage system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for installing all the work involved in pier conduit and tray support anchorage system, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sum price paid for electrical utilities removal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in electrical utilities removal, complete in place, including as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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 _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**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 than the applicable wage rate and fringe benefits or cash equivalent for the classification of work 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

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

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 than \$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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. 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;
 - c. 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
 - d. 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.
2. 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.

2. 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	6.8
175	Eureka, CA Non-SMSA Counties CA Del Norte; CA Humboldt; CA Trinity.	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey. 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo. 7400 San Jose, CA CA Santa Clara. 7485 Santa Cruz, CA. CA Santa Cruz. 7500 Santa Rosa, CA CA Sonoma. 8720 Vallejo-Fairfield- Napa, CA CA Napa; CA Solano Non-SMSA Counties CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo. Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus. 8120 Stockton, CA CA San Joaquin. Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	12.3 24.3 19.8

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA CA Kern.	19.1
	2840 Fresno, CA CA Fresno.	26.1
	Non-SMSA Counties CA Kings; CA Madera; CA Tulare.	23.6
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange.	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles.	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura.	21.5
	6780 Riverside-San Bernardino-Ontario, CA. CA Riverside; CA San Bernardino.	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara.	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo.	24.6
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA. CA San Diego.	16.9
	Non-SMSA Counties CA Imperial.	18.2

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.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 14.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.