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Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.

Seismic Retrofit Project



STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

AND

SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

SAN LUIS OBISPO COUNTY ABOUT 9 MILES EAST OF

SANTA MARIA AT HUASNA RIVER BRIDGE

DISTRICT 05, ROUTE 166

For Use in Connection with Standard Specifications Dated JULY 1992 and Labor Surcharge and Equipment Rental Rates.

CONTRACT NO. 05-444464
INFORMAL BIDS CONTRACT
05-SLO-166-16.5

Bids Open: January 3, 2001
Dated: November 13, 2000

OSD

IMPORTANT SPECIAL NOTICES

- The bidder's attention is directed to the following special requirements for this project concerning submission of DVBE information, award and execution of contract, and beginning of work:

First-tier subcontractors that will be used for meeting DVBE goals must be listed in the "List of Subcontractors" form regardless of dollar amount of work to be performed. Second- and lower-tier subcontractors need not be listed on the "List of Subcontractors" form. Other, non-DVBE subcontractors are to be listed on the "List of Subcontractors" form in conformance with the requirements in Section 2-1.054 of the Standard Specifications and the Special Provisions.

Identify second- and lower-tier DVBE subcontractors on the "Caltrans Bidder DVBE Information" form.

DVBE information shall be submitted **with the bid proposal**. (See **Section 2-1.04** of the special provisions.) The evaluation of the effort to meet the DVBE goal will be based on the information provided with the bid proposal. If the goal was not met, Caltrans' determination of good faith effort will be based on the information provided with the bid, and the decision will be final. Bidders and all subcontractors listed in the DVBE Information shall be available, by phone, on the day following the bid opening.

The DVBE information shall include all DVBE partners.

It is anticipated that this contract will be awarded within **10 days after bid opening**.

If the Bidder submits cash or a cashier's check or a certified check as the form of bidder's security (see Section 2-1.07 of the Standard Specifications), the Bidder shall also include with the bid submittal a signed and notarized affidavit from an admitted surety insurer that contract bonds, as required by Section 3-1.02, "Contract Bonds," of the Standard Specifications, will be provided within the specified time for executing and returning the contract for approval.

If the bidder claims a mistake was made in his bid, the bidder shall give the Department written notice within 48-hours, not including Saturdays, Sundays and legal holidays, after the opening of bids of the alleged mistake in lieu of the 5 days specified in Section 2-1.095, "Relief of Bidders," in the Standard Specifications. (See Section 2-1.01 of the special provisions.) Caltrans' FAX number for submitting this information is (916)227-6282. Such information shall be submitted "Attention Office Engineer."

The contract shall be signed by the successful bidder and shall be received with contract bonds by the Division of Office Engineer within **4 days**, including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. (See Section 3 of the special provisions.)

If properly executed by the bidder, it is anticipated the contract will be approved within 24 hours of when the executed contract and contract bonds are received by the Department.

- The Contractor shall begin work within 5 calendar days after receiving notice that the contract has been approved. The contract work shall be completed before the expiration of **190 WORKING DAYS** beginning at **12:01 a.m. on the FIRST WORKING DAY AFTER CONTRACT AWARD.** (See Section 4 of the special provisions.)
- The Contractor shall begin work within 5 calendar days after receiving notice that the contract has been approved. The contract work shall be completed before the expiration of **190 WORKING DAYS** beginning at **12:01 a.m. on the DAY AFTER THE DAY OF CONTRACT AWARD.** 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 following forms have been included at the end of the Proposal and Contract book to assist the successful bidder in early execution of the contract documents: Payment Bond, Performance Bond and Payee Data Record.

- **SURETY 2000**

Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

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DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

THIS IS AN INFORMAL BIDS CONTRACT

CONTRACT NO. 05-444464

05-SLO-166-16.5

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION
ON STATE HIGHWAY IN SAN LUIS OBISPO COUNTY ABOUT 9 MILES EAST
OF SANTA MARIA AT HUASNA RIVER BRIDGE**

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 January 3, 2001, 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 LUIS OBISPO COUNTY ABOUT 9 MILES EAST OF
SANTA MARIA AT HUASNA RIVER BRIDGE**

General work description: Seismic Retrofit.

This project has a goal of 3 percent disabled veteran business enterprise (DVBE) participation.

No prebid meeting is scheduled for this project.

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 the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the abovementioned schedule and that the work will be completed within the time limit specified.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-8

The Contractor must also be properly licensed at the time the bid is submitted, except that on a joint venture bid a joint venture license may be obtained by a combination of licenses after bid opening but before award in conformance with Business and Professions Code, Section 7029.1.

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

Preference will be granted to bidders properly certified as a "Small Business" as determined by the Department of General Services, Office of Small Business Certification and Resources at the time of bid opening in conformance with the provisions in Section 2-1.05, "Small Business Preference," of the special provisions, and Section 1896 et seq, Title 2, California Code of Regulations. A form for requesting a "Small Business" preference is included with the bid documents. Applications for status as a "Small Business" must be submitted to the Department of General Services, Office of Small Business Certification and Resources, 1531 "I" Street, Second Floor, Sacramento, CA 95814, Telephone No. (916) 322-5060.

A reciprocal preference will be granted to "California company" bidders in conformance with Section 6107 of the Public Contract Code. (See Sections 2 and 3 of the special provisions.) A form for indicating whether bidders are or are not a "California company" is included in the bid documents and is to be filled in and signed by all bidders.

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 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.

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>. Future effective general prevailing wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated November 13, 2000

ASF

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

05-444464

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	020197	TEMPORARY FENCE (TYPE ESA)	LF	3310
2	048408	TEMPORARY TRESTLE	LS	LUMP SUM
3	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
4	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
5	048409	ACCESS OPENING, PIER	EA	16
6	157560	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM
7 (F)	192008	STRUCTURE EXCAVATION (TYPE A)	CY	770
8 (F)	192020	STRUCTURE EXCAVATION (TYPE D)	CY	105
9 (S)	490611	72" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1120
10	510000	SEAL COURSE CONCRETE	CY	355
11 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	CY	2210
12	511106	DRILL AND BOND DOWEL	LF	5905
13	511130	INJECT CRACK (EPOXY)	LF	3850
14 (S)	515062	CORE CONCRETE (3")	LF	205
15 (S)	515065	CORE CONCRET (6")	LF	99
16 (S-F)	520102	BAR REINFORCING STEEL (BRIDGE)	LB	953 000
17 (S-F)	550102	STRUCTURAL STEEL (BRIDGE)	LB	93 760
18 (S)	590115	CLEAN AND PAINT STRUCTURAL STEEL	LS	LUMP SUM
19 (S)	590135	SPOT BLAST CLEAN AND PAINT UNDERCOAT	SQFT	400
20	590301	WORK AREA MONITORING	LS	LUMP SUM

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21 (S-F)	750498	MISCELLANEOUS METAL (RESTRAINER - CABLE TYPE)	LB	57 800
22	800060	FENCE (TYPE WM AND BW)	LF	30
23	999990	MOBILIZATION	LS	LUMP SUM

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SPECIAL PROVISIONS

Annexed to Contract No. 05-444464

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1992, and these special provisions.

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

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

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 name and address of each DVBE subcontractor to be used for credit in meeting the goal, and to whom the bidder proposes to directly subcontract portions of the work. The list of subcontractors shall also set forth the portion of work that will be performed by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

If the Bidder submits cash or a cashier's check or a certified check as the form of bidder's security (See said Section 2-1.07 of the Standard Specifications), the Bidder shall also include with the bid submittal a signed and notarized affidavit from an admitted surety insurer that contract bonds, as required by Section 3-1.02, "Contract Bonds," of the Standard Specifications, will be provided within the time specified elsewhere in these special provisions for executing and returning the contract for approval.

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

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

If the bidder claims a mistake was made in his bid, the bidder shall give the Department written notice within 48 hours, not including Saturdays, Sundays and legal holidays, after the opening of bids of the alleged mistake, in lieu of the 5 days specified in Section 2-1.095, "Relief of Bidders," in the Standard Specifications. The notice of alleged mistake shall specify in detail how the mistake occurred.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Central Region Construction, P.O. Box 12616, Fresno, CA 93778, 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.

2-1.02 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

Section 10115 of the Public Contract Code requires the Department to implement provisions to establish a goal for Disabled Veterans Business Enterprise (DVBE) in contracts.

It is the policy of the Department that Disabled Veteran Business Enterprise (DVBE) shall have the maximum opportunity to participate in the performance of contracts financed solely with state funds. The Contractor shall ensure that DVBEs have the maximum opportunity to participate in the performance of this contract and shall take all necessary and

reasonable steps for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the Department may deem appropriate.

Bidder's attention is directed to the following:

- A. "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business Certification and Resources, Department of General Services.
- B. A DVBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies.
- C. Credit for DVBE prime contractors will be 100 percent.
- D. A DVBE 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 DVBE joint venture partner must share in the ownership, control, management responsibilities, risks and profits of the joint venture. The DVBE joint venturer must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Section 2-1.04, "Submission of DVBE Information," elsewhere in these special provisions.
- E. A DVBE 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. Credit for DVBE vendors of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods.
- G. Credit for trucking by DVBEs will be as follows:
 - 1. One hundred percent of the amount to be paid when a DVBE trucker will perform the trucking with his/her own trucks, tractors and employees.
 - 2. Twenty percent of the amount to be paid to DVBE trucking brokers who do not have a "certified roster."
 - 3. One hundred percent of the amount to be paid to DVBE trucking brokers who have signed agreements that all trucking will be performed by DVBE truckers if credit is toward the DVBE goal, a "certified roster" showing that all trucks are owned by DVBEs, and a signed statement on the "certified roster" that indicates that 100 percent of revenue paid by the broker will be paid to the DVBEs listed on the "certified roster."
 - 4. Twenty percent of the amount to be paid to trucking brokers who are not a DVBE but who have signed agreements with DVBE truckers assuring that at least 20 percent of the trucking will be performed by DVBE truckers if credit is toward the DVBE goal, a "certified roster" showing that at least 20 percent of the number of trucks are owned by DVBE truckers, and a signed statement on the "certified roster" that indicates that at least 20 percent of the revenue paid by the broker will be paid to the DVBEs listed on the "certified roster."

The "certified roster" referred to herein shall conform to the requirements in Section 2-1.04, "Submission Of DVBE Information," elsewhere in these special provisions.

- H. DVBEs and DVBE joint venture partners must be certified DVBEs as determined by the Department of General Services, Office of Small Business Certification and Resources, 1531 "I" Street, Second Floor, Sacramento, CA 95814, on the date bids for the project are opened before credit may be allowed toward the DVBE goal. It is the Contractor's responsibility to verify that DVBEs are certified.
- I. Noncompliance by the Contractor with these requirements constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

2-1.03 DVBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disabled Veteran Business Enterprise (DVBE) participation for this project:

Disabled Veteran Business Enterprise (DVBE): 3 percent.

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DVBE subcontractors and suppliers, so as to assure meeting the goal for DVBE participation.

The Office of Small Business Certification and Resources, Department of General Services, may be contacted at (916) 322-5060 or visit their internet web site at <http://www.osmb.dgs.ca.gov/> for program information and certification status. The Department's Business Enterprise Program may also be contacted at (916) 227-9599 or the internet web site at <http://www.dot.ca.gov/hq/bep/>.

2-1.04 SUBMISSION OF DVBE INFORMATION

The required DVBE information shall be submitted WITH THE BID on the following "CALTRANS BIDDER - DVBE - INFORMATION" and "TELEPHONE LOG AND LIST OF REJECTED DVBEs."

It is the bidder's responsibility to meet the goal for DVBE participation or to establish that, prior to bidding, the bidder made good faith efforts to do so based on the information in the "CALTRANS BIDDER - DVBE - INFORMATION" and "TELEPHONE LOG AND LIST OF REJECTED DVBEs."

The information to show that the DVBE goal will be met on the "CALTRANS BIDDER - DVBE - INFORMATION" form shall include the names of DVBEs and DVBE joint venture partners to be used, with a complete description of work or supplies to be provided by each and the dollar value of each such DVBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DVBE, a description of the exact portion of said work to be performed or furnished by that DVBE shall be included in the DVBE information, including the planned location of said work. DVBE prime contractors shall enter their Office of Small Business Certification and Resources (OSBCR) - DVBE reference number and/or DBA name, as listed with OSBCR, on the line provided. (Note: DVBE subcontractors to whom the bidder proposes to directly subcontract portions of the work are to be named in the bid. - See Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of these special provisions, regarding listing of proposed subcontractors.)

If credit for trucking by a DVBE trucking broker is shown on the bidder's information as 100 percent of the revenue to be paid by the broker is to be paid to DVBE truckers, a "certified roster" of the broker's trucks to be used must be included with the bid. The "certified roster" must indicate that all the trucks are owned by certified DVBEs and must show the DVBE truck numbers, owner's name, Public Utilities Commission Cal-T numbers, and the DVBE certification numbers. The roster must indicate that all revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

If credit for trucking by a trucking broker who is not a DVBE is shown in the bidder's information, a "certified roster" of the broker's trucks to be used must be included with the bid. The "certified roster" must indicate that at least 20 percent of the broker's trucks are owned by DVBEs and must show the DVBE truck numbers, owner's name, Public Utilities Commission Cal-T numbers, and the DVBE certification numbers. The roster must indicate that at least 20 percent of the revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

Information necessary to establish the bidder's good faith efforts to meet the DVBE goals shall be included in the "TELEPHONE LOG AND LIST OF REJECTED DVBEs" form located in the Proposal and shall include:

- A. The names, dates and times of notices of all certified DVBEs solicited by telephone for this project and the dates, times and methods used for following up initial solicitations to determine with certainty whether the DVBEs were interested.
- B. The names of DVBEs who submitted bids which were not accepted and the reason for rejection of the DVBEs bid.

Bidders are cautioned that even though their submittal indicates they will meet the stated DVBE goal, their submittal should also include the telephone log and rejected DVBE 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.

It is the bidders responsibility to be available, by phone, both the day of and the day after the bid opening to answer questions and provide good faith effort clarification. The bidder shall also assure that listed DVBEs are available, by phone, on both days.

If it is found that the goal has not been met, the Department will review the information submitted with the bid to determine the bidder's good faith effort. In the event that the Department determines that a bidder has not made a good faith effort based on the information submitted with the bid and its independent investigation, the Department's decision will be final.

2-1.05 SMALL BUSINESS PREFERENCE

Attention is directed to "Award and Execution of Contract" of these special provisions.

Attention is also directed to the Small Business Procurement and Contract Act, Government Code Section 14835, et seq and Title 2, California Code of Regulations, Section 1896, et seq.

Bidders who wish to be classified as a Small Business under the provisions of those laws and regulations, shall be certified as Small Business by the Department of General Services, Office of Small Business Certification and Resources, 1531 "I" Street, Second Floor, Sacramento, CA 95814.

To request Small Business Preference, bidders shall fill out and sign the Request for Small Business Preference form in the Proposal and shall attach a copy of their Office of Small Business Certification and Resources (OSBCR) small business certification letter to the form. The bidder's signature on the Request for Small Business Preference certifies, under penalty of perjury, that the bidder is certified as Small Business at the time of bid opening and further certifies, under penalty of perjury, that under the following conditions, at least 50 percent of the subcontractors to be utilized on the project are either

certified Small Business or have applied for Small Business certification by bid opening date and are subsequently granted Small Business certification.

The conditions requiring the aforementioned 50 percent level of subcontracting by Small Business subcontractors apply if:

- A. The lowest responsible bid for the project exceeds \$100,000; and
- B. The project work to be performed requires a Class A or a Class B contractor's license; and
- C. Two or more subcontractors will be used.

If the above conditions apply and Small Business Preference is granted in the award of the contract, the 50 percent Small Business subcontractor utilization level shall be maintained throughout the life of the contract.

2-1.06 CALIFORNIA COMPANY PREFERENCE

Attention is directed to "Award and Execution of Contract" of these special provisions.

In conformance with the requirements of Section 6107 of the Public Contract Code, a "California company" will be granted a reciprocal preference for bid comparison purposes as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.

A "California company" means a sole proprietorship, partnership, joint venture, corporation, or other business entity that was a licensed California contractor on the date when bids for the public contract were opened and meets one of the following:

- A. Has its principal place of business in California.
- B. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
- C. Has its principal place of business in a state in which there is a local contractor construction preference and the contractor has paid not less than \$5000 in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.

To carry out the "California company" reciprocal preference requirements of Section 6107 of the Public Contract Code, all bidders shall fill out and sign the California Company Preference form in the Proposal. The bidder's signature on the California Company Preference form certifies, under penalty of perjury, that the bidder is or is not a "California company" and if not, the amount of the preference applied by the state of the nonresident Contractor.

A nonresident Contractor shall disclose any and all bid preferences provided to the nonresident Contractor by the state or country in which the nonresident Contractor has its principal place of business.

Proposals without the California Company Preference form filled out and signed may be rejected.

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.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DVBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DVBE 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.

It is anticipated that this contract will be awarded within 10 days after the bid opening.

The contract shall be signed by the successful bidder and shall be received with contract bonds by the Department within 4 days, including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. 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, P.O. Box 942874, Sacramento, CA 94274-0001, Attn: Office Engineer (MS 43)- Contracts.

Within 2 days, not including Saturdays, Sundays and legal holidays, of return of the executed contract and bonds, the Department will notify the successful bidder of either approval of the contract by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation, or disapproval of the submittal. Should the Department fail to provide notification within said 2 days, 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.

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 20 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.

Attention is also directed to "Small Business Preference" of these special provisions. Any bidder who is certified as a Small Business by the Department of General Services, Office of Small Business Certification and Resources will be allowed a preference in the award of this contract, if it be awarded, under the following conditions:

- A. The apparent low bidder is not certified as a Small Business, or has not filled out and signed the Request for Small Business Preference included with the bid documents and attached a copy of their Office of Small Business Certification and Resources (OSBCR) small business certification letter to the form; and
- B. The bidder filled out and signed the Request for Small Business Preference form included with the bid documents and attached a copy of their Office of Small Business Certification and Resources (OSBCR) small business certification letter to the form.

The small business preference will be a reduction in the bid submitted by the small business contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the small business contractor becoming the low bidder, then the contract will be awarded to the small business contractor on the basis of the actual bid of the small business contractor notwithstanding the reduced bid price used for bid comparison purposes.

Attention is also directed to "California Company Preference" of these special provisions.

The amount of the California company reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the "California company" is eligible for a California Small Business Preference, in which case the preference applied shall be the greater of the two, but not both.

If the bidder submitting the lowest responsive bid is not a "California company" and with the benefit of the reciprocal preference, a "California company's" responsive bid is equal to or less than the original lowest responsive bid, the "California company" will be awarded the contract at its submitted bid price except as provided below.

Small business bidders shall have precedence over non-small business bidders in that the application of the "California company" preference for which non-small business bidders may be eligible shall not result in the denial of the award to a small business bidder.

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," in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 5 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

This work shall be diligently prosecuted to completion before the expiration of **190 WORKING DAYS** beginning at 12:01 a.m. on the **FIRST WORKING DAY AFTER CONTRACT AWARD**.

The Contractor shall pay to the State of California the sum of \$850 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The 72 hours advance notice before beginning work as referred to in said Section 8-1.03 is changed to 24 hours advance notice for this project.

A working day as defined in said Section 8-1.06 is re-defined for this project. Subparagraph (a) of the second paragraph in said Section 8-1.06 shall not apply. Saturdays, Sundays and legal holidays, except days of inclement weather, will be counted as working days.

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

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 the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the abovementioned 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

5-1.00 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.

5-1.002 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations 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 the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.003 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

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

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.

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.

5-1.004 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.

5-1.005 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 the following:

1. One hundred percent of the total amount payable by the terms of the contract when the total amount payable does not equal or exceed five million dollars (\$5,000,000).
2. Fifty percent of the total amount payable by the terms of the contract when the total amount payable is not less than five million dollars (\$5,000,000) and does not exceed ten million dollars (\$10,000,000).

3. Twenty-five percent of the total amount payable by the terms of the contract when the total amount payable exceeds ten million dollars (\$10,000,000).

5-1.01 LABOR NONDISCRIMINATION

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

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

5-1.02 LABOR CODE REQUIREMENTS

Section 7-1.01A(1), "Hours of Labor," of the Standard Specifications is amended to read:

7-1.01A(1) Hours of Labor.— Eight hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, \$25 for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

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

7-1.01A(2) Prevailing Wage.— The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf the contract is made or awarded a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
4. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

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

Pursuant to the provisions of Section 1773 of the Labor Code, the Department has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated. For work situated in District 9, the wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for District 6, located at Fresno. General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.

The State will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the State on the contract.

7-1.01A(2)(a) Travel and Subsistence Payments.— Attention is directed to the requirements of Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in accordance with the requirements in Labor Code Section 1773.8.

The first and second paragraphs of Section 7-1.01A(3), "Payroll Records," of the Standard Specifications are amended to read:

7-1.01A(3) Payroll Records.— Attention is directed to the provisions of Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

"1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

"(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

"(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

"(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

"(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

"(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

"(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

5-1.03 CONTRACTOR'S LICENSING LAWS

The third paragraph of Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications is amended to read:

Attention is also directed to the requirements in Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the contract is awarded.

5-1.035 INDEMNIFICATION AND INSURANCE

Section 7-1.12, "Responsibility for Damage," of the Standard Specifications is deleted.

The Standard Specifications is amended by adding the following Section 7-1.121, "Indemnification," and Section 7-1.122, "Insurance," before Section 7-1.125, "Legal Action Against the Department."

7-1.121 Indemnification.—With the exception that this section shall in no event be construed to require indemnification by the Contractor to a greater extent than permitted by law, the Contractor shall defend, indemnify and save harmless the State, including its officers, directors, agents (excluding agents who are design professionals), and employees, and each of them (Indemnitees), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (Claims), arising out of or in connection with the Contractor's performance of this contract for:

- A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, State, Department, or any other contractor and;
- B. Damage to property of anyone including loss of use thereof;

caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code section 2782. Further, the Contractor's indemnity obligation shall not extend to Claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain. The Contractor's indemnity obligation shall extend to Claims arising after the work is completed and accepted only if these Claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work. No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of this section.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the Department, may be retained by the State until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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

7-1.122 Insurance.—Insurance shall conform to the following requirements:

7-1.122A Casualty Insurance.—The Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to the Department as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by the State. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to the Department through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure.

7-1.122A(1) Workers' Compensation and Employer's Liability Insurance.—Workers' Compensation insurance shall be provided as specified in Section 7-1.01A(6), "Workers' Compensation." Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.

- (c) \$1,000,000 for each employee for bodily injury by disease.

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

7-1.122A(2) Liability Insurance.—The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment
- (b) products and completed operations
- (c) broad form property damage (including completed operations)
- (d) explosion, collapse and underground hazards
- (e) personal injury
- (f) contractual liability

7-1.122A(3) Liability Limits/Additional Insureds.—The limits of liability shall be at least:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The State and the Department, including their officers, directors, agents (excluding agents who are design professionals), and State employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

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

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the Department or State will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

7-1.122B Automobile Liability Insurance.—The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.122A(3), "Liability Limits/Additional Insureds," shall also apply to automobile liability.

7-1.122C Policy Forms, Endorsements and Certificates.—The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.

Evidence of insurance in a form acceptable to the Department, including the required "additional insured" endorsements, shall be furnished by the Contractor to the Department at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to the Department. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. The Department may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Standard ISO form CG 0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of the Department. Regardless of the allowance of exclusions or deductions by the Department, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to the Department is consistent with the requirements of this section.

7-1.122D Enforcement.—The Department may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish the Department with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, the Department may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of Department, but any acceptance of insurance certificates by the Department shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless the State, its officers, agents, and employees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State from taking other actions as is available to it under any other provision of the contract or law. Failure of the Department to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

7-1.122E Self-Insurance.—Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the State with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

7-1.122F Miscellaneous.—Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these Standard Specifications, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

5-1.04 ARBITRATION

The last paragraph in Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read:

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of those regulations. A Complaint in Arbitration by the Contractor shall be made not later than 90 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

5-1.05 NOTICE OF POTENTIAL CLAIM

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

9-1.04 Notice of Potential Claim.—The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes," or Section 8-1.06, "Time of Completion," or the notice provisions in Section 5-1.116, "Differing Site Conditions," or Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences 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 such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

5-1.06 PARTIAL PAYMENTS

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

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

5-1.07 PAYMENT OF WITHHELD FUNDS

Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications, is amended by adding the following after the third paragraph:

Alternatively, and subject to the approval of the Department, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the Department under subdivision (c) of Section 10263 of the Public Contract Code, the Department will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.

5-1.08 FINAL PAYMENT AND CLAIMS

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 therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All 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 all claims arising under or by virtue of the contract so that the Engineer receives such 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 such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance 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. Such 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 said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due. Such semifinal 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 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."

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor 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 such records shall be sufficient cause for denying the claims.

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.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any 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.

The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of the claim review by the Engineer. The District that administers the contract shall submit a claim position letter to the Contractor within 135 days after acceptance of the contract. After receipt of the claim position letter from the District, or 135 days after acceptance of the contract, whichever occurs first, the Contractor may request a meeting with the person or board designated by the District Director to review claims that remain in dispute. If the Contractor requests a meeting, the review person or board shall meet with the Contractor within 45 days after the request is received. The Contractor may make a presentation in support of the claims that remain in dispute at the meeting. The person or board designated by the District Director will make a written recommendation to the District Director.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such 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."

5-1.09 INTEREST ON PAYMENTS

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

1. Unpaid progress payments, payment after acceptance and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
2. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following the 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 accordance with the requirements of 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.
3. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments and extra work payments shall be 10 percent per annum.
4. 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.

5-1.10 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in accordance 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 any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- (1) Excavations.--Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except:
 - (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - (b) Excavations less than one foot deep.
 - (c) Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 - (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - (e) Excavations in side slopes, where the slope is steeper than 4:1.
 - (f) Excavations protected by existing barrier or railing.

(2) Temporarily Unprotected Permanent Obstacles.--Whenever 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 whenever the Contractor, for his 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.

(3) Storage Areas.--Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

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

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 1995 Standard Plan T3 or 1997 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.

The fourteenth paragraph of Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications is amended to read:

Each rail unit placed within 10 feet of a traffic lane shall have a reflector installed on top of the rail as directed by the Engineer. A Type P marker panel shall also be installed at each end of railing installed adjacent to a two-lane, two-way highway and at the end facing traffic of railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, the marker shall be installed at the end of the skew nearest the traveled way. Type P marker panels shall conform to the provisions in Section 82, "Markers and Delineators," except that the Contractor shall furnish the marker panels.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials," of these special provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" elsewhere in 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 specifications:

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

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

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

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

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

Full compensation for conforming to the requirements 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.

5-1.11 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.12 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, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any 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 as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.13 FINAL PAY QUANTITIES

Section 9-1.015, "Final Pay Quantities," of the Standard Specifications is amended to read:

9-1.015 Final Pay Items.—When an item of work is designated as (F) or (S-F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-1.22, "Measurement." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5-1.14 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California. Year 2000 compliance is defined as follows:

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 must also operate accurately in the manner in which it was intended for date operation without requiring manual intervention.

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

5-1.15 SUBCONTRACTOR AND DVBE RECORDS

The Contractor shall maintain records of all subcontracts entered into with certified DVBE subcontractors and records of materials purchased from certified DVBE suppliers. The records shall show the name and business address of each DVBE subcontractor or vendor and the total dollar amount actually paid each DVBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (S) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer.

5-1.155 PERFORMANCE OF DVBE SUBCONTRACTORS AND SUPPLIERS

The DVBEs listed by the Contractor in response to the provisions in Section 2-1.04, "Submission of DVBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DVBEs, 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 utilize other forces or sources of materials may be requested for the following reasons:

- A. The listed DVBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when the written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of the subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DVBE becomes bankrupt or insolvent.
- C. The listed DVBE 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 DVBE 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. The listed DVBE subcontractor is not licensed pursuant to the Contractor's License Law.
- G. It would be in the best interest of the State.

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

5-1.16 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," Section 2-1.04, "Submission of DVBE Information," and Section 3, "Award and Execution of Contract," of these special provisions and these special provisions.

The second sentence in the third paragraph of said Section 8-1.01 is amended to read:

When items of work in the Engineer's Estimate are preceded by the letters (S) or (S-F), said items are designated as "Specialty Items."

Section 8-1.01 of the Standard Specifications is amended by adding the following before the sixth paragraph:

Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

Pursuant to the provisions in 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 DVBE information furnished under Section 2-1.04, "Submission of DVBE Information," of these special provisions is in addition to the subcontractor information required to be furnished in Section 8-1.01, "Subcontracting," and Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications.

Section 10115 of the Public Contract Code requires the Department to implement provisions to establish a goal for Disabled Veteran Business Enterprise (DVBE) participation in highway contracts that are State funded. As a part of this requirement:

- 1. No substitution of a DVBE subcontractor shall be made at any time without the written consent of the Department, and
- 2. If a DVBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make good faith efforts to replace the original DVBE subcontractor with another DVBE subcontractor.

The provisions in Section 2-1.02, "Disabled Veteran Business Enterprise (DVBE)," of these special provisions that DVBEs shall be certified on the date bids are opened does not apply to DVBE substitutions after award of the contract.

5-1.162 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.

5-1.17 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 will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such 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.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

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.

5-1.176 COST REDUCTION INCENTIVE

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

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

5-1.18 DISPUTES REVIEW BOARD

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Disputes 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 set forth in the provisions of 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 be considered to serve as a substitute for any requirements in the specifications in regard to filing of potential claims. The requirements and procedures established in this special provision shall be considered as an essential prerequisite to filing a claim, for arbitration or for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the job 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 dispute hearings and reports. After acceptance of the contract any disputes or potential claims that the Contractor wants to pursue that have not been settled, 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 accordance with Section 9-1.07B, of the Standard Specifications. Following the completion of the State's administrative claims procedure, the Contractor may resort to arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

Disputes, as used in this section, shall include all 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.

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 the 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 two members, and to provide leadership for the DRB's activities.

No DRB member shall have prior direct involvement in this contract, and 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:

1. Compensation for services on this DRB.
2. 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.
3. Service as a member of other Disputes Review Boards on other contracts.
4. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
5. The above provisions apply to any party 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 the type of construction and contract documents potentially anticipated by the contract, and 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 accordance with the terms and conditions of the Disputes Review Board Agreement and these 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 all 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 all parties involved in this construction contract; including, but not limited to, any 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 all parties to the contract. Either the Contractor or the State may object to the others nominee and that person will not be selected for the DRB. No reason need be given for the first objection. Objections to subsequent nominees must be based on a specific breach or violation of nominee responsibilities under this specification. 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 with all required employment and financial disclosure conditions of DRB membership as described in the Disputes Review Board Agreement and elsewhere herein. A copy of the Disputes 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 21 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 two 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 all 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 6 proposed candidates in a blind draw.

The Contractor, the State, and all three members of the DRB shall complete and adhere to the Disputes 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 Disputes Review Board Agreement.

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 \$1,000.00 per day if time spent per meeting, including all on-site time plus one hour of travel time, is greater than four hours. Each DRB board member shall be compensated at an agreed rate of \$600.00 per day if time spent per meeting, including all on-site time plus one hour of travel time, is less than or equal to four 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 \$100.00 per hour. The agreed amount of \$100.00 per hour shall include all incidentals including any 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. These special provisions and the Disputes Review Board Agreement state provisions for compensation and expenses of the DRB. All 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 any 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.

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

1. The State may terminate service of the State appointed member.
2. The Contractor may terminate service of the Contractor appointed member.
3. Upon the written recommendation of the State and Contractor members for the removal of the third member.
4. Upon resignation of a member.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 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 Disputes Review Board Agreement shall be amended to reflect the change of a DRB member.

The following procedure shall be used for dispute resolution:

1. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim as specified 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 Sections 4-1.03A, "Procedure and Protest", 8-1.06, "Time of Completion", 8-1.07, "Liquidated Damages", or 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications.
2. 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.
3. 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.
4. 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.
5. The Contractor, by failing to submit the written notice of referral of the matter to the DRB within 21 days after receipt of the State's written reply, waives any future claims on the matter in contention.
6. 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 any 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 hearing for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and 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 will not consider any evidence not furnished in accordance with the terms specified herein.
7. The DRB shall furnish a report, containing findings and recommendations as described in the Disputes Review Board Agreement, in writing to both the State and the Contractor. The DRB shall complete its reports, including minority opinion if any, and submit them to the parties within 30 days of the DRB hearing, 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.

8. 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.
9. 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 any individual DRB recommendation.
10. 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.
11. 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.
12. 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.
13. The DRB members shall have no claim against the State or the Contractor, or both, from any 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 accordance with these special provisions and in accordance with the following:

1. The Contractor shall identify clearly in all submissions pursuant to this section, that portion of the dispute that involves a subcontractor claim or claims.
2. 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 also 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.
3. 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.
4. 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.
5. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in accordance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor claims; (c) 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 any other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) 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, any subcontractor claim between the subcontractor(s) or supplier(s) and the Contractor that is not actionable by the Contractor against the Department.

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

DISPUTES REVIEW BOARD AGREEMENT

(Contract Identification)

Contract No. _____

THIS DISPUTES 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 Disputes 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:

**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.

**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 accordance 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 refrain from officially giving any 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 any 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. Any such discussions or meetings shall be disclosed to both parties. Any 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. All scheduled progress meetings shall be held at or near the job site. The DRB shall meet at least once at the start of the project, and at least once every six 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 all 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 any 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 any electronic means. Documents and verbal statements shall be received by the DRB in accordance with acceptance standards established by the DRB. Said 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 any 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 any 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 cost impacts 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 any 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. All DRB deliberations shall be conducted in private, with all interim individual views kept strictly confidential.

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

The DRB'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, M.S. 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 any technical services, as agreed to by the parties, shall be borne equally by the two parties as specified in an approved contract change order. The CONTRACTOR 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 any individual DRB recommendation. The DRB shall hear appeals in accordance with the terms described in the Section entitled "Disputes 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.

III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of all pertinent documents which are or may become necessary for the DRB to perform their function. Pertinent documents are any 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 accordance with the terms outlined in the special provisions.

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.

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 any work under the terms of this AGREEMENT until authorized in writing by the STATE.

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 \$1,000.00 per day if time spent per meeting, including all on-site time plus one hour of travel time, is greater than four hours. Each DRB board member shall be compensated at an agreed rate of \$600.00 per day if time spent per meeting, including all on-site time plus one hour of travel time, is less than or equal to four 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 \$100.00 per hour. The agreed amount of \$100.00 per hour shall include all incidentals including any 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

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

VII ASSIGNMENT OF TASKS OF WORK

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

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 accordance with the terms of the contract.

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.

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.

**XI
DISPUTES**

Any dispute 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.

**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 any 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 accordance 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.

**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 any private meetings or deliberations of the DRB.

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

**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: _____

5-1.19 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.

There are no State-owned parcels adjacent to the right of way for the exclusive use of the Contractor within the contract limits. The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

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

5-1.20 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.

Temporary Trestle	\$480,000
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After acceptance of the contract to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

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:

- Bar Reinforcing Steel
- Structural Steel
- Miscellaneous Metal

5-1.21 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Game. The Contractor shall fully inform himself of the requirements of this agreement as well as all rules, regulations, and conditions that may govern his operations in said area and shall conduct his operations accordingly.

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 are available for inspection at the office of the District Director of Transportation at 50 Higuera Street, San Luis Obispo, CA 93401.

It is unlawful for any person to substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any stream, river, or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in accordance with all conditions imposed under Fish and Game Code Section 1601.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Responsibility for Damage," of the Standard Specifications.

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

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work will be allowed which is inconsistent with the proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in accordance with Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

Any modifications to any agreement between the Departments of Transportation and Fish and Game will 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.

5-1.22 RELATIONS WITH U. S. FISH AND WILDLIFE SERVICE

A portion of this project is located within the jurisdiction of the U. S. Fish and Wildlife Service. A Biological Opinion has been issued by the U. S. Fish and Wildlife Service in accordance with the Endangered Species Act of 1973. The Contractor shall fully inform himself of the requirements of this Biological Opinion as well as all rules, regulations, and conditions that may govern his operations in said area and shall conduct his operations accordingly.

Copies of the Biological Opinion 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 District Director of Transportation at 50 Higuera Street, San Luis Obispo, CA 93401.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Responsibility for Damage," of the Standard Specifications.

The Contractor's attention is directed to the following conditions which are among those established by the Biological Opinion for this project:

1. Any discharge related to fill material, de-watering, or use of concrete will be either trucked out of the area or pumped into settling ponds in upland areas at least 100 feet from the water body source. If the water body source is greater than 100 feet from an upland area, the Contractor will consult with the District Biologist and the Engineer to determine the best location for the settling ponds.
2. All equipment storage, staging areas, and fueling and servicing areas for vehicles will be located on upland sites at least 100 feet from the water body source and be delineated by temporary fencing.
3. All vehicles operated within 100 feet of the water body source will be maintained daily to avoid leaks of hazardous material into the water body source.
4. All hazardous materials will be stored in the storage and staging areas in a designated location with plastic lining for accidental spill containment. All project related spills of hazardous materials within or adjacent to the construction zone shall be cleaned up immediately.
5. Vehicles and all construction activities, including stockpile storage, will remain within the well-defined construction area, designated access roads, and staging areas. Off-road traffic outside of these areas will be prohibited.
6. The work area will be kept clean. All trash items will be enclosed in sealed containers and regularly removed from the project area. Pets of project personnel shall not be allowed on site.

Any modifications to the agreement between the Departments of Transportation and U. S. Fish and Wildlife Service which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the U. S. Fish and Wildlife Service for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work will be allowed which is inconsistent with the proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in accordance with Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

Any modifications to any agreement between the Departments of Transportation and U. S. Fish and Wildlife Service will 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.

5-1.23 RELATIONS WITH ARMY CORPS OF ENGINEERS

A portion of this project is located within the jurisdiction of the Army Corps of Engineers. The Contractor shall be fully informed of the requirements of this agreement as well as all rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section (MS 26), 1120 N Street, Room 200, Sacramento, CA 95814, Telephone No. (916) 654-4490, and are available for inspection at the office of the District Director of Transportation at 50 Higuera Street, San Luis Obispo, CA 93401.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Responsibility for Damage," of the Standard Specifications.

Any modifications to the agreement between the Departments of Transportation and the Army Corps of Engineers which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Army Corps of Engineers for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work will be allowed which is inconsistent with the proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in accordance with Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

Any modifications to any agreement between the Departments of Transportation and the Army Corps of Engineers will 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.

5-1.24 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

The location of the Huasna River Bridge is within an area controlled by the Regional Water Quality Control Board. Regional Water Quality Control Board Order No. 99-06DWQ, NPDES No. CAS000003 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 in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the Department of Transportation, Plans and Bid Documents Section (MS 26), 1120 N Street, Room 200, Sacramento, CA 95814, Telephone No. (916) 654-4490, and are available for inspection at the office of the District Director of Transportation at 50 Higuera Street, San Luis Obispo, CA 93401.

Attention is directed to Sections 7-1.11, "Preservation of Property," and 7-1.12, "Responsibility for Damage," of the Standard Specifications.

Any change proposed by the Contractor shall be submitted to the Engineer for transmittal to the Regional Water Quality Control Board for their approval. Changes shall not be implemented until approved in writing by the Regional Water Quality Control Board.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days when the Contractor's operations are restricted by the requirements of this section shall not be considered to be nonworking days whether or not the controlling operation is delayed.

5-1.25 FIRE PLAN

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

A. The Contractor shall be responsible for:

- (a) obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work,
- (b) immediately reporting to said agency all fires occurring within the limits of the project,
- (c) preventing all project personnel from setting open fires not a part of the work, unless the Engineer determines that the fire hazard is negligible,
- (d) preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires.

B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet U.S. Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain said arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the U.S. Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines, or when equipped with scrubbers with properly maintained water levels.

The Forest Service Spark Arrester Guide is available at all Department of Transportation District Offices.

C. All toilets shall have a metal receptacle, at least 6 inches in diameter by 8 inches deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.

D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from the engine.

E. The areas to be cleared and grubbed shall be cleared, and kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, plastic waste.

F. The Contractor shall furnish each piece of equipment with the following:

(a) one shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,

(b) one shovel and one back-pack 5-gallon water-filled tank with pump for each welder,

(c) one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code Section 4431 and the California Administrative Code, Title 14, Section 1234,

(d) all shovels shall be size "O" or larger and shall be not less than 48 inches in length.

G. The Contractor shall furnish a pickup truck and driver that will be available for fire control during all working hours and as specified herein.

(a) The truck shall be equipped with 2 shovels, and 2 back-pack 5-gallon water-filled tanks with pumps, or other fire tools substituted on a one to one basis at the option of the Contractor if approved by the Engineer.

(b) In addition to being available at the site of the work, the truck and operator shall patrol the area of construction for not less than 1/2 hour after the shutdown of the work.

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

5-1.26 ACCESS TO THE WORK AREA

In gaining access to the work area, the Contractor shall take all reasonable precautions to protect the natural terrain and existing vegetation. Construction of a vehicle haul road will not be permitted.

Access to the work area over natural terrain shall be limited to the area designated on the plans. Clearing and grubbing will not be allowed. Equipment may be driven over the existing vegetation. Disturbance of natural features shall be limited to the area shown on the plans and consistent with safe passage, the maximum amount of vegetation, including roots, shall remain.

Removal of trees will not be permitted, however branches that interfere with equipment movement or work may be trimmed as directed by the Engineer.

5-1.27 ENVIRONMENTALLY SENSITIVE AREA

The Contractor's attention is directed to the areas designated on the plans as "Environmentally Sensitive Areas" and to State and Federal regulations which may pertain to such areas. These areas are protected and no entry by the Contractor for any purpose will be permitted unless specifically authorized in writing by the Engineer. The Contractor shall take measures to ensure that his forces do not enter or disturb these areas, including giving written notice to his employees and subcontractors.

Attention is directed to "Temporary Fence (Type ESA)" of these special provision regarding placement of temporary fence.

Full compensation for conforming to 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.

5-1.28 PREVENTION OF SWALLOW NESTING

Federal and State laws protect migratory birds, their occupied nests, and their eggs. Huasna River Bridge (Bridge No. 49-0178) is a nesting site for swallows. The swallows will nest between February 15 and September 1. From February 15 until September 1 or completion of the contract, whichever comes first, the Contractor shall prevent the nesting of swallows in the vicinity of work.

If construction operations begin after September 1 and before February 15, the Contractor shall remove all nests which would be destroyed by the work before the swallow colony returns to the nesting site. Partially constructed nests shall be removed on a daily basis or until a device has been installed to prevent the swallows from building nests on the structure.

Intact swallow nests are assumed to be occupied between February 15 and September 1. If new nests are built and occupied after the beginning of work, work that would interfere with or discourage swallows from returning to their nests will not be permitted. No extension of time nor compensation will be granted for a suspension of work due to nesting swallows.

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

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer with 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.

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

Apex, Model 921 (4"x4")
Ray-O-Lite, Models SS (4"x4"), RS (4"x4") and AA (4"x4")
Stimsonite, Models 88 (4" x4"), 911 (4"x4"), 953 (2.75"x4.5")
Stimsonite, Models 88 (4"x4"), 911 (4"x4"), 953 (2.75"x4.5")
3M Series 290 (3.5"x4")

RETROREFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)

Ray-O-Lite "AA" ARS (4"x4")
Stimsonite, Models 911 (4"x4"), 953 (2.75"x4.5")
3M Series 290 (3.5"x4")

RETROREFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)
(Used for recessed applications)

Stimsonite, Model 948 (2.3"x4.7")
Ray-O-Lite, Model 2002 (2.2"x4.7")
Stimsonite, Model 944SB (2"x4")*
Ray-O-Lite, Model 2004 ARS (2"x4")*

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

NON-REFLECTIVE FOR USE WITH EPOXY ADHESIVE, 4" Round

Apex Universal (Ceramic)
Highway Ceramics, Inc. (Ceramic)

NON-REFLECTIVE FOR USE WITH BITUMEN ADHESIVE, 4" Round

Apex Universal (Ceramic)
Apex Universal, Model 929 (ABS)
Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
Highway Ceramics, Inc. (Ceramic)
Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
Alpine Products, "D-Dot" and "ANR" (ABS) Road Creations, Model RCB4NR (Acrylic)
Zumar Industries, "Titan TM40A" (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

TEMPORARY MARKERS FOR LONG TERM DAY/NIGHT USE (6 months or less)

Apex Universal, Model 924 (4"x4")
Davidson Plastics, Model 3.0 (4"x4")
Elgin Molded Plastics, "Empco-Lite" Model 901 (4" x4")
Road Creations, Model R41C (4"x4")
Vega Molded Products "Temporary Road Marker" (3"x4")

TEMPORARY MARKERS FOR SHORT TERM DAY/NIGHT USE (14 days or less)
(For seal coat or chip seal applications, clear protective covers are required)

Apex Universal, Model 932
Davidson Plastics, Models T.O.M., T.R.P.M. and "HH" (High Heat)
Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIALS

PERMANENT TRAFFIC STRIPING AND PAVEMENT MARKING TAPE

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

TEMPORARY (REMOVABLE) STRIPING AND PAVEMENT MARKING TAPE
(6 months or less)

Advanced Traffic Marking, ATM Series 200
Brite-Line, Series 100
P.B. Laminations, Aztec, Grade 102
Swarco Industries, "Director-2"
3M, "Stamark" Series 620
3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)
Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)
Brite-Line "BTR" Black Removable Tape
(Black Tape: For use only on Asphalt Concrete Surfaces)

PREFORMED THERMOPLASTIC (Heated in place)

Flint Trading, "Premark" and "Premark 20/20 Flex"
Pavemark, "Hotape"

REMOVABLE TRAFFIC PAINT

Belpro, Series 250/252 and No. 93 Remover

CERAMIC SURFACING LAMINATE, 6"x 6"

Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

ONE-PIECE DRIVEABLE FLEXIBLE TYPE, 66"

Carsonite, Curve-Flex CFRM-400
Carsonite, Roadmarker CRM-375
Davidson Plastics, "Flexi-Guide Models 400 and 566"
FlexStake, Model 654TM
GreenLine Model HWD1-66 and CGD1-66
J. Miller Industries, Model JMI-375 (with soil anchor)

SPECIAL USE FLEXIBLE TYPE, 66"

Carsonite, "Survivor" with 18" U-Channel anchor
FlexStake, Model 604
GreenLine Models HWD and CGD (with 18" U-Channel base)
Safe-Hit with 8" pavement anchor (SH248-GP1)
Safe-Hit with 15" soil anchor (SH248-GP2) and with 18" soil anchor (SH248-GP3)

SURFACE MOUNT FLEXIBLE TYPE, 48"

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

CHANNELIZERS

SURFACE MOUNT TYPE, 36"

Bent Manufacturing Co., "Masterflex" Models MF-360-36(Round) and MF-180-36(Flat)
Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
Carsonite, Super Duck II Model SDCF203601MB "The Channelizer"
Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
FlexStake, Surface Mount, Models 703 and 753TM
GreenLine, Model SMD-36
Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
Repo, Models 300 and 400
Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 42"

(For 28" Traffic Cones, see Standard Specifications)

Bent Manufacturing Company "T-Top"
Plastic Safety Systems "Navigator-42"
Roadmaker Company "Stacker"
Traffix Devices "Grabber"

OBJECT MARKERS

TYPE "K", 18"

Carsonite, Model SMD-615
FlexStake, Model 701KM
Repo, Models 300 and 400
Safe-Hit, Model SH718SMA
The Line Connection, Model DP21-4K

TYPE "K-4"/"Q", 24"
(Shown as "Q" in the Traffic Manual)

Carsonite, Super Duck II
Bent Manufacturing "Masterflex" Model MF-360-24
FlexStake, Model 701KM
Repo, Models 300 and 400
Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
The Line Connection, Model "DP21-4Q"

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

IMPACTABLE TYPE

ARTUK, "FB"
Davidson Plastics, Model PCBM-12
Duraflex Corp., "Flexx 2020" and "Electriflexx"
Hi-Way Safety, Inc., Model GMKRM100

NON-IMPACTABLE TYPE

ARTUK, JD Series
Stimsonite, Model 967 (with 3 1/4" Acrylic cube corner reflector)
Stimsonite, Model 967LS
Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS (For use to the left of traffic)

Duraflex Corp., "Railrider"
Davidson Plastics, "Mini" (3"x10")

CONCRETE BARRIER DELINEATORS, 16"

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 48")

Davidson Plastics, Model PCBM T-16
Safe-Hit, Model SH216RBM
Sun-Lab Technology, "Safety Guide Light, Model TM," 5"x 5"x 3"

CONCRETE BARRIER-MOUNTED MINI-DRUM (10"x14"x22")

(Applied to a vertical surface. Top of reflective element at 48")

Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied to a vertical surface. Top of reflective element at 48")

Davidson Plastics, PCBM S-36
Sun-Lab Technology, "Safety Guide Light, Model SM12," 5"x 5"x 3"

GUARD RAILING DELINEATOR

(Top of reflective element at 48" above plane of roadway)

WOOD POST TYPE, 27"

Carsonite, Model 427
Davidson Plastics FG 427 and FG 527
FlexStake, Model 102 GR
GreenLine GRD 27
J. Miller Model JMI-375G
Safe-Hit, Model SH227GRD

STEEL POST TYPE

Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

CHANNELIZERS, BARRIER MARKERS AND DELINEATORS

3M, High Intensity
Reflexite, PC-1000, Metalized Polycarbonate
Reflexite, AC-1000, Acrylic
Reflexite, AP-1000, Metalized Polyester
Reflexite, AR-1000, Abrasion Resistant Coating
Stimsonite, Series 6200 (For rigid substrate devices only)

TRAFFIC CONES, 13" Sleeves

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

TRAFFIC CONES, 4" and 6" Sleeves

3M Series 3840
Reflexite Vinyl or "TR" (Semi-transparent) or "Conformalite"

BARRELS AND DRUMS

Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
3M Series 3810

BARRICADES: Type I, Engineer Grade

American Decal, Adcolite
Avery Dennison, 1500 and 1600
3M, Scotchlite, Series CW

BARRICADES: Type II, Super Engineer Grade

Avery Dennison, "Fasign" 2500 Series
Kiwalite, Type II
Nikkalite 1800 Series

SIGNS: Type II, Super Engineer Grade

Avery Dennison, "Fasign" 2500 Series
Kiwalite, Type II
Nikkalite 1800 Series

SIGNS: Type III, High-Intensity Grade

3M, Series 3800
Nippol Carbide, Nikkalite Brand Ultralite Grade II

SIGNS: Type IV, High-Intensity Prismatic Grade

Avery Dennison T-6500 (Formerly Stimsonite Series 6200)

SIGNS: Type VII, High-Intensity Prismatic Grade

3M Series 3900

SIGNS: Type VI, Roll-Up Signs

Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SPECIALTY SIGN (All Plastic)

All Sign Products, STOP Sign, 30"

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

ALUMINUM

FIBERGLASS REINFORCED PLASTIC (FRP)

Sequentia, "Polyplate"
Fiber-Brite

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.

Unless the use of mineral admixture is prohibited, whenever the word "cement" is used in the Standard Specifications or the special provisions, it shall be understood to mean "cementitious material" when both of the following conditions are met:

- A. The cement content of portland cement concrete is specified, and
- B. Section 90, "Portland Cement Concrete," of the Standard Specifications is referenced.

Portland cement concrete that is produced using equipment where the cement and mineral admixture are proportioned in the same weigh hopper shall be sampled and tested by the Contractor, in the presence of the Engineer, for mix uniformity in conformance with the requirements in ASTM Designation: C 94 Section 11, "Mixing and Delivery," and "Annex A1." The testing shall be performed on concrete produced using an approved project mix design and may be done at the project concrete placement site.

The batch plant producing the portland cement concrete for the project shall have met the requirements in California Test 109 within one year prior to producing concrete for the project.

Sampling for mix uniformity tests shall be performed the first time portland cement concrete, of sufficient volume to perform these tests, is placed on the project. Test results shall be presented to the Engineer no later than 10 days after completion of sampling.

Test results from mixer uniformity testing will not be used for contract compliance, acceptance or payment.

Prior to placing concrete on the project, the Contractor shall supply a list of portland cement concrete mixers to be used. When truck mixers are to be used, the list shall contain the truck identification number, mixer brand, mixer age and mixer condition.

When truck mixers are used, the mix uniformity testing shall be performed on 5 truck mixers for each project. The truck mixers selected for testing shall be representative of the different mixer brands, ages, and conditions of the mixers on the list and approved by the Engineer. Mixer selection shall be completed before mix uniformity testing is started. Sampling for the

mix uniformity tests from each of the 5 mixers shall be completed within the same work shift, unless otherwise approved in writing by the Engineer. The Contractor shall notify the Engineer, in writing, a minimum of 24 hours prior to performing the sampling for these tests. The letter of notification shall include the truck mixer information and a copy of the current American Concrete Institute (ACI) "Concrete Field Testing Technician, Grade 1" certification for each tester who will perform testing for the Contractor. The Contractor shall provide an adequate number of testers to successfully perform the testing with a minimum amount of impact to the Contractor's operations.

When concrete is completely mixed in stationary mixers, each mixer used for the project shall be tested one time.

Full compensation for the testing of mix uniformity as specified herein shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

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 for precast steam cured concrete members.

Section 90-1.01, "Description," of the Standard Specifications is amended to read:

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.

Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the requirements for cement and mineral admixtures in Section 90-2, "Materials" and shall be either: 1) "Type IP (MS Modified)" cement; or 2) a combination of "Type II Modified" portland cement and mineral admixture.

Concrete for each portion of the work shall comply with the provisions for the Class, cementitious material content in pounds per cubic yard, 28-day compressive strength, minor concrete, or commercial quality concrete, as shown on the plans or specified in these specifications or the special provisions.

Class A concrete shall contain not less than 564 pounds of cementitious material per cubic yard.

Class B concrete shall contain not less than 470 pounds of cementitious material per cubic yard.

Class C concrete shall contain not less than 376 pounds of cementitious material per cubic yard.

Class D concrete shall contain not less than 658 pounds of cementitious material per cubic yard.

Minor concrete shall contain not less than 564 pounds of cementitious material per cubic yard unless otherwise specified in these specifications or the special provisions.

Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic yard of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content in pounds
Concrete which is designated by compressive strength:	
Deck slabs and slab spans of bridges	658 min., 800 max.
Roof sections of exposed top box culverts	658 min., 800 max.
Other portions of structures	564 min., 800 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	658 min.
Roof sections of exposed top box culverts	658 min.
Prestressed members	658 min.
Seal courses	658 min.
Other portions of structures	564 min.
Concrete for precast members	564 min., 940 max.

Whenever the 28-day compressive strength shown on the plans is greater than 3,500 pounds per square inch, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 4,500 pounds per square inch or greater, an additional 7 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans which are 3,500 pounds per square inch or less, are shown for design information only and are not to be considered a requirement for acceptance of the concrete.

Concrete designated by compressive strength shall be proportioned such that the concrete will conform to the strength shown on the plans or specified in the special provisions.

The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.

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 used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.25 for each pound of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from 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 for cementitious material content will be made based on the results of California Test 518.

The requirements of the preceding paragraph shall not apply to minor concrete nor commercial quality 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.

The first paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

90-2.01 Portland Cement.—Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.

"Type IP (MS) Modified" cement shall conform to the specifications for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate mixture of Type II cement and not more than 25 percent of a 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 weight of alkalis, calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O , 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.
- 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.

The second paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

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.

The third paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is deleted.

The twelfth paragraph in Section 90-2.02, "Aggregates," of the Standard Specifications is deleted.

The first paragraph in Section 90-2.03, "Water," of the Standard Specifications is amended to read:

90-2.03 Water.—In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO_4 . 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, nor more than 1,300 parts per million of sulfates as SO_4 . 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, tested in conformance with the requirements in ASTM Designation: C 109.

The following section is added to Section 90-2, "Materials," of the Standard Specifications:

90-2.04 Admixture Materials.—Admixture materials shall conform to the requirements in the following ASTM Designations:

Chemical Admixtures—ASTM Designation: C 494.

Air-entraining Admixtures—ASTM Designation: C 260.

Calcium Chloride—ASTM Designation: D 98.

Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C 618. 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.

Mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

Section 90-4.02, "Materials," of the Standard Specifications is amended to read:

90-4.02 Materials.—Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications is amended to read:

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 concrete construction application subject to the following conditions:

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 weight except that the resultant cementitious material content shall be not less than 470 pounds per cubic yard.

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.

Section 90-4.07, "Optional Use of Air-entraining Admixtures," of the Standard Specifications is amended to read:

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."

Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.08 Required Use of Mineral Admixtures.—Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.

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 of ASTM Designation: C 618.

The amounts of cement and mineral admixture used in cementitious material for portland cement concrete 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:

The minimum amount of cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.

The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:

- A. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C 618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by weight, the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
- B. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C 618 and the provisions in Section 90-2.04, "Admixture Materials," is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by weight of the total amount of cementitious material to be used in the mix.
- C. When a mineral admixture is used, which 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 weight of the total amount of cementitious material to be used in the mix.

If more than the required amount of cementitious material is used, the balance of the additional cementitious material in the mix may be either cement, a mineral admixture conforming to the provisions in Section 90-2.04, "Admixture Materials," or a combination of both; however, the maximum total amount of mineral admixture shall not exceed 35 percent by weight 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 pounds per cubic yard, the total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Section 90-4.09, "Optional Use of Mineral Admixtures," of the Standard Specifications is deleted.

Section 90-4.11, "Storage, Proportioning, and Dispensing of Mineral Admixtures," of the Standard Specifications is amended to read:

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 interlocks are required for cement and mineral admixture charging mechanisms by Section 90-5.03A, "Proportioning for Pavement," and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

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.

Section 90-5.02, "Proportioning Devices," of the Standard Specifications is amended to read:

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

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the weight of each batch of material shall not vary from the weight designated by the Engineer by more than the tolerances specified herein.

Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch weight of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch weight designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch weight 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 weights. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated weight or volume.

The weight indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch weight of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch weights.
- B. Cement shall be within 1.0 percent of its designated batch weight. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch weight. 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 weight, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch weights.
- C. Water shall be within 1.5 percent of its designated weight or volume.

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

Section 90-5.03, "Proportioning," excluding Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

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 weight.

At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry weight.

Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

Bulk "Type IP (MS) Modified" cement that conforms to the provisions in Section 90-2.01, "Portland 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 to be blended with mineral admixture for use in portland cement concrete for pavement and structures may be weighed in separate, individual weigh-hoppers or may be weighed in the same weigh hopper with mineral admixture 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 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 scale and weigh hopper for bulk weighing cement, mineral admixture, and cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.

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

For batches with a volume of one cubic yard or more, the batching equipment shall conform to one of the following combinations:

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

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

Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

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 weight by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.

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

The batching of cement, 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 weights which are 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 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 weight is discharged into the weigh box, after which the gate shall automatically close and lock.

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

The third paragraph in Section 90-6.01, "General," of the Standard Specifications is amended to read:

Concrete shall be homogeneous and thoroughly mixed. There shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

The third and fourth paragraphs in Section 90-6.02, "Machine Mixing," of the Standard Specifications are amended to read:

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, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

The sixth paragraph in Section 90-6.02, "Machine Mixing," of the Standard Specifications is amended to read:

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 seventh through tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

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 comes 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 85° F., or above, a time less than 1.5 hours may be required.

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 85° F., or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete delivered at the jobsite shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water (gallons) 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 weight certificate shall also show the actual scale weights (pounds) for the ingredients batched. Theoretical or target batch weights shall not be used as a substitute for actual scale weights.

Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 3.5-inch diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.

The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch weights or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the jobsite with the load.

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

Section 90-6.05, "Hand-Mixing," of the Standard Specifications is amended to read:

90-6.05 Hand-Mixing.—Hand-mixed concrete shall be made in batches not more than one-third cubic yard and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than one foot in total depth. On this mixture shall be spread the dry 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.

The table in the first paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is replaced with the following table:

Type of Work	Nominal Penetration (inches)	Maximum Penetration (inches)
Concrete pavement	0 - 1	1 1/2
Non-reinforced concrete facilities	0 - 1 1/2	2
Reinforced concrete structures:		
Sections over 12 inches thick	0 - 1 1/2	2 1/2
Sections 12 inches thick or less	0 - 2	3
Concrete placed under water	3 - 4	4 1/2
Cast-in-place concrete piles	2 1/2 - 3 1/2	4

The second paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

The amount of free water used in concrete shall not exceed 312 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cementitious material in excess of 564 pounds per cubic yard.

The fourth paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic yard of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 pounds of water per added 100 pounds of cementitious material per cubic yard. 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.

Section 90-9.01, "General," of the Standard Specifications is amended to read:

90-9.01 General.—Concrete compressive strength requirements consist of a minimum strength which must 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 are shown on the plans.

The compressive strength of concrete will be determined from test cylinders which have been fabricated from concrete sampled in conformance with California Test 539. Test cylinders will be molded and initial field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with 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 by the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$10.00 for each in-place cubic yard of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$15.00 for each in place cubic yard of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test which 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 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 300 cubic yards.

When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders which 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.

If concrete is specified by compressive strength, then materials, mix proportions, mixing equipment, and procedures proposed for use shall be prequalified 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, must 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, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 600 pounds per square inch greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

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

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

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic yards and the weight, type and source of 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 concrete cylinders tested.

Certified test data and trial batch test reports shall be signed by an official of the firm which 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 which, in the judgment of the Engineer, could result in a lowering of the strength of the concrete below that specified.

The Contractor's attention is directed to the time required to test trial batches. 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.

Section 90-10.02A, "Portland Cement," of the Standard Specifications is renamed "Cementitious Material" and is amended to read:

90-10.02A Cementitious Material.—Cementitious material shall conform to the provisions in Section 90-1.01, "Description." Compressive strength requirements consist of a minimum strength which must 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 are shown on the plans.

The fifth paragraph in Section 90-10.02B, "Aggregate," of the Standard Specifications is deleted.
Section 90-10.03, "Production," of the Standard Specifications is amended to read:

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, which will result in concrete that is thoroughly and uniformly mixed, which is suitable for the use intended, and which conforms to provisions specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or California Department of Transportation.

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 any stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 90° F. will be considered as 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 nor 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 weight certificate, which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The ticket 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.

The third and fourth paragraphs in Section 90-11.02, "Payment," of the Standard Specifications are amended to read:

Should the Engineer order the Contractor to incorporate admixtures into 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.

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 in the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

SECTION 8-3. WELDING

8-3.01 WELDING ELECTRODES

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

8-3.02 WELDING QUALITY CONTROL

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

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.

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	1998
D1.4	1992
D1.5	1995

All 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.

The welding of all 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 directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and all 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 may be an employee of the Contractor.

Welding inspection personnel or nondestructive testing (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:

1. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges.
2. The welding is performed at a permanent fabrication 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.

For welding performed at such certified facilities, the inspection personnel or NDT firms may be employed or compensated by the fabrication 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 welding subcontractors or entities hired by these subcontractors to be used in the work, shall be held to discuss the requirements for the WQCP.

Prior to performing any welding, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate WQCP for each item of work for which welding is to be performed. As a minimum, each WQCP shall include the following:

1. The name of the welding firm and the NDT firm to be used;
2. A manual prepared by the NDT firm that shall include equipment, testing procedures, code of safe practices, the Written Practice of the NDT firm, and the names, qualifications and documentation of certifications for all personnel to be used;
3. The name of the QCM and the names, qualifications and documentation of certifications for all Quality Control (QC) Inspectors and Assistant Quality Control Inspectors to be used;
4. An organizational chart showing all QC personnel and their assigned QC responsibilities;
5. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:
 - (a) all visual inspections;
 - (b) all NDT including radiographic geometry, penetrometer and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports; and
 - (c) calibration procedures and calibration frequency for all NDT equipment;
6. A system for the identification and tracking of all welds, NDT and any required repairs, and a procedure for the reinspection of any 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 3) a method of reporting nonconforming welds to the Engineer;
7. 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, rollover or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size;
8. The welding procedure specification (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;

9. 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; and
10. One copy 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.
11. Example forms to be used for Certificates of Compliance, daily production logs, and daily reports.

The Engineer shall have 10 working days to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer. 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 reviewing the WQCP, 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.

An amended WQCP or addendum shall be submitted to, and approved in writing by the Engineer, for any proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for any 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 that is affected by any of the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. 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 reviewing the amended WQCP or addendum, 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.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer each of these 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 conformity with the requirements of the plans and specifications. The Engineer's approval shall not constitute a waiver of any of the requirements 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, and 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 Quality Control 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:

1. Reports of all visual weld inspections and NDT;
2. Radiographs and radiographic reports, and other required NDT reports;
3. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests, corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable; and
4. Daily production log.

All 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.

All 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. Except for steel piling, the Engineer shall be allowed 7 days to review the report and respond in writing after a complete Welding Report has been received. The review time for steel piling shall be as specified in "Piling" of these special provisions. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover any 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. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover any welds 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.

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 prior to welding, during welding and after welding as specified in this section and additionally as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

The Quality Control (QC) Inspector shall be the duly designated person who performs inspection, testing, and quality 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.

All QC Inspectors shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as AWS Certified Welding Inspectors (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 NDT shall be qualified in conformance with the requirements in the current edition 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 requirements of the current edition of the ANST Recommended Practice No. SNT-TC-1A. Only individuals who are 1) qualified for NDT Level II, or 2) Level III technicians who have been directly certified by the ASNT and are authorized 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 the joint preparation, assembly practice, welding techniques, and 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.

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

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and 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 section 3 and 9.21. The size and contour of 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.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, Quality Control 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 all shifts when any welding is being performed, or (2) having a QC Inspector within such close proximity of all welding operations 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 the joint preparation, assembly practice, welding techniques, and 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 provide reports to the QCM on a daily basis for each day that welding is performed.

Except for noncritical weld repairs, base metal repairs, or any other type of repairs not submitted in the WQCP, the Engineer shall be notified immediately in writing when any welding problems or deficiencies are discovered and also of the proposed repair procedures to correct them. The Engineer shall have 5 working days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing 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 reviewing the proposed repair procedures, 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.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, all 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.

All qualification tests for welders, welding operators, and WPSs used in welding operations will be witnessed 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 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 and shall be at the Contractor's expense.

All 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.

At the completion of all welding, 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 and the provisions of the Standard Specifications and these special provisions.

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 earthquake retrofit on the following structure as shown on the plans and briefly described as follows:

BRIDGE ACROSS HUASNA RIVER (Bridge No. 49-0178)

A nine-span bridge comprised of cast-in-place concrete deck on steel girders, approximately 33'-4" wide and 1569'-4" long.

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 "Fire Plan" of these special provisions regarding providing the Engineer with the phone number of the nearest fire suppression agency.

Temporary fence shall be installed prior to commencing construction operations. Attention is directed to "Temporary Fence (Type ESA)" elsewhere in these special provisions.

Attention is directed to "Relations with California Department of Fish and Game", "Relations with Army Corps of Engineers", "Relations with the California Regional Water Quality Control Board" and "Relations with U.S. Fish and Wildlife Service" of these special provisions, regarding the requirements of all permits, agreements and memorandum.

Attention is directed to "Environmentally Sensitive Area" elsewhere in these special provisions, regarding restriction of the Contractors' operations.

Construction of cast-in-place concrete pilings shall start at Pier 5 and progress outwards towards each abutment.

The first order of work shall be to furnish cable yield indicators for testing.

Repair work at Pier 5 shall be completed before any other work is begun at Pier 5.

10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications, and these special provisions.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook 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.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, 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 any remedy authorized by law, so much of the money due the Contractor under the contract that shall be considered necessary by the Department may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

1. The Department will give the Contractor 30 days notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment made after acceptance of the contract may be made without prior notice to the Contractor.
2. 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.
3. 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 at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "Water Pollution Control," shall not 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.

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES.—As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 15 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Contractor shall allow 7 days for the Engineer and District Biologist to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments and shall allow 7 days for the Engineer to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The objectives of the WPCP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement and maintain water pollution control measures, hereafter referred to as control measures, to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Nonstorm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in accordance with the procedure specified in the Handbook.

The WPCP shall include, but not be limited to, the following items as described in the Handbook:

1. Project description and Contractor's certification;
2. Project information;
3. Pollution sources, control measures, and water pollution control drawings; and
4. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Engineer. The WPCP shall also be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

WPCP IMPLEMENTATION.—Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between November 1 and March 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be no more than 4.9 acres. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the WPCP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, nonstorm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE.—To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a forecast storm;
2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hour intervals during extended precipitation events; and
4. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT.—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.

Those control measures which are shown on the project plans and for which there is a contract item of work will be measured and paid for as that item of work.

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 requirements of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the requirements of this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

10-1.03 TEMPORARY FENCE(TYPE ESA)

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

Where temporary fence is constructed adjacent to environmentally sensitive areas, the fence shall be constructed a sufficient distance from protected plants to enclose all of the foliage canopy and visible roots of the plants.

Temporary fence shall be at least 4 feet in height.

Temporary fence fabric shall consist of orange colored, ultraviolet stabilized, polymer or shall conform to the specifications for permanent fences as provided in Section 80, "Fences," of the Standard Specifications.

Polymer fabric shall consist of polyethylene or polypropylene and shall have a minimum tensile strength rating of 550 pounds per foot.

Used materials may be used providing such used materials are good, sound, and are suitable for the purpose intended.

Materials may be commercial quality providing the dimensions and sizes of said materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified by the specifications.

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

Galvanizing and painting of steel items will not be required.

Treating wood with wood preservatives will not be required.

Concrete footings for metal posts will not be required.

Polymer fabric fence shall be constructed in accordance with the manufacturer's recommendations.

Temporary fences that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense.

When no longer required for the work as determined by the Engineer, temporary fences 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 fences shall be backfilled in accordance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Temporary fences will be measured and paid for in the same manner specified for permanent fences 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 prices paid per linear foot for temporary fence (Type ESA) and no additional compensation will be allowed therefor.

10-1.04 TEMPORARY TRESTLE

This work shall consist of designing, constructing, and maintaining a temporary trestle and a temporary access ramp to provide the Contractor access to the retrofit work to be performed at and around pier columns of Bridge Across Huasna River, and removing the temporary trestle and temporary ramp after the work has been completed.

The temporary trestle and ramp shall be designed by an Engineer who is registered as a Civil Engineer in the State of California. The temporary trestle and ramp shall be designed to withstand all static and dynamic loads. Stresses in the trestle members shall not exceed stresses allowed in Section 51-1.06, "Falsework," of the Standard Specifications, except that higher stresses will be allowed for materials whose quality can be identified. Higher stresses shall be no greater than those found in published standards for allowable stresses.

The location and elevation of the temporary trestle shall be as shown on the plans. Temporary access ramp shall be located as shown on the plans connecting the existing dirt road to the temporary trestle. The temporary trestle structure and access ramp shall be designed to withstand all static and dynamic loads that will be imposed during the various stages of construction.

In accordance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, the Contractor shall submit working drawings showing proposed details, materials and construction method of temporary trestle structure and ramp construction to the Engineer for approval. The drawings shall be submitted at least 4 weeks in advance of the time the Contractor begins construction of the temporary trestle and ramp structure.

Temporary piling shall be completely removed and shall not be broken off or excavated during removal.

The temporary trestle and ramp shall be illuminated to prevent accident, damage, or injury to the public.

The contract lump sum price paid for temporary trestle shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in designing, constructing, and maintaining the temporary trestle and access ramp during construction, and removing the temporary trestle and access ramp when construction is completed, 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 PROGRESS SCHEDULE

Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

10-1.06 OBSTRUCTIONS

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

10-1.07 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.08 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance 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 any 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

Add the following paragraph to Section 12-3.01, "General," of the Standard Specifications:

Retroreflective sheeting shall conform to the requirements in ASTM Designation: D 4956-95 and to the special provisions.

All 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 height to the bottom of stationary mounted sign panels above the edge of traveled way shall be at least 7 feet.

Delete the third paragraph of Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications.

Sign panels for stationary mounted signs shall consist of Type II, Type III, or Type IV retroreflective sheeting applied to an aluminum substrate conforming to the requirements in the Department's "Specifications for Reflective Sheeting Aluminum Signs." The type of retroreflective sheeting, Type II, Type III, or Type IV, shall be at the Contractor's option and sign substrates fabricated from materials other than aluminum may be used when specified in these special provisions.

Legend and border may be applied by a screening process or by use of pressure sensitive cut-out sheeting. Size and spacing of letters and symbols shall be as depicted on the sign specification sheets published by the Department.

Rectangular signs over 55 inches measured along the horizontal axis, and diamond-shaped signs 60 inches and larger shall be framed unless otherwise specified. Frames shall be constructed in conformance with the requirements in the Department's "Framing Details for Sheet Aluminum Signs," Sheets 1 through 4 and Table 1 on Sheet 5.

Copies of the Department's "Specifications for Reflective Sheeting Aluminum Signs," "Framing Details for Sheet Aluminum Signs," and sign specification sheets may be obtained from the Department's Office of Business Management, Material Operations Branch, 1900 Royal Oaks Drive, Sacramento, CA 95815.

Delete the second, third, and fourth paragraphs of Section 12-3.06B, "Portable Signs," of the Standard Specifications.

Sign panels for portable signs shall conform to the provisions for sign panels for stationary mounted signs in Section 12-3.06A, "Stationary Mounted Signs," or shall be Type VI retroreflective sheeting, or shall be cotton drill fabric, flexible industrial nylon fabric or other approved fabric. Fabric signs shall not be used during the hours of darkness. Size, color and legend requirements for portable signs shall be described for stationary mounted sign panels in Section 12-3.06A. The height to the bottom of the sign panel above the edge of traveled way shall be at least one foot.

10-1.09 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.

The minimum size specified for Type II flashing arrow signs in the table following the second paragraph of Section 12-3.03, "Flashing Arrow Signs," of the Standard Specifications is amended to read "36 inches by 72 inches".

The second and third paragraphs of Section 12-3.10, "Traffic Cones," of the Standard Specifications are amended to read:

During the hours of darkness traffic cones shall be affixed with retroreflective cone sleeves. The retroreflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Retroreflective cone sleeves shall conform to the following:

1. Removable flexible retroreflective cone sleeves shall be fabricated from the retroreflective sheeting specified in the special provisions, have a minimum height of 13 inches and shall be placed a maximum of 3 inches from the top of the cone. The sleeves shall not be in place during daylight hours.
2. Permanently affixed semitransparent retroreflective cone sleeves shall be fabricated from the semitransparent retroreflective sheeting specified in the special provisions, have a minimum height of 13 inches, and shall be placed a maximum of 3 inches from the top of the cone. Traffic cones with semitransparent retroreflective cone sleeves may be used during daylight hours.
3. Permanently affixed double band retroreflective cone sleeves shall have 2 white retroreflective bands. The top band shall be 6 inches in height, placed a maximum of 4 inches from the top of the cone. The lower band shall be 4 inches in height, placed 2 inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used during daylight hours.

The type of retroreflective cone sleeve used shall be at the option of the Contractor. Only one type of retroreflective cone sleeve shall be used on the project.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control System for Lane Closure."

Personal vehicles of the Contractor's employees shall not be parked within the right of way.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

A minimum of one paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 such lanes shall be open to public traffic.

Lanes shall be closed only during the hours shown on the chart included in this section "Maintaining Traffic." Except work required under said 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.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Lanes shall be open for use by public traffic on December 24th, December 26th, December 31st, January 2nd, July 3rd, July 5th, the Friday preceding Easter, Memorial Day, and Labor Day, the Wednesday preceding Thanksgiving Day, and the Tuesday following Memorial Day and Labor Day. When December 24th, December 31st or July 3rd fall on a Saturday or Sunday, lanes shall be open for use by public traffic on the preceding Friday. When December 26th, January 2nd or July 5th fall on a Saturday or Sunday, lanes shall be open for use by public traffic on the following Monday.

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. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Chart No 1_																								
Multilane Lane Requirements																								
Location:SLO-166-16.45 PM For Superstructure Work Only																								
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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Saturdays																								
Sundays																					1	1	1	1
Day before designated legal holiday	1	1	1	1	1	1	1	1	1	1	1	1	1	1										
Designated legal holidays																								

Legend:

1 One lane open under flagging conditions

No lane closure allowed

REMARKS: Maximum allowable delay is 15 minutes per each direction of travel.

10-1.10 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these special provisions and these special provisions.

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

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all 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, approved by the Engineer, within the limits of the highway right of way.

One-way traffic shall be controlled through the project in accordance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways," and these special provisions.

Additional advance flaggers will be required.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area and the maximum speed of the pilot car through the traffic control zone shall be 25 miles per hour.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, and any other equipment and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03,

"Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.11 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, specified in the special provisions or directed by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in accordance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety" of these special provisions.

GENERAL.--Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS.--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 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 (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
 - 1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintesco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
 - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
 - 2. Statewide Safety, 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 above 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 accordance with the manufacturer's directions, and to the sand capacity in pounds for each module as 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 his 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 his expense.

INSTALLATION.--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 crash cushion array is within 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods approved 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 permanent work.

MEASUREMENT AND PAYMENT.--Temporary crash cushion modules placed in accordance with the provisions in "Public Safety" elsewhere in these special provisions will not be measured nor paid for.

10-1.12 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, California, Fax (916) 227-8357.

Plans of the existing bridges available to the Contractor are reproductions of the original contract plans with significant changes noted and working drawings and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

The existing paint systems on Bridge Number 49-0178 consist of red lead primer and phenolic aluminum finish coat. Any work that disturbs the existing paint system will expose workers to health hazards and will (1) produce debris containing heavy metal in amounts that exceed the thresholds established in Titles 8 and 22 of the California Code of Regulations or (2) produce toxic fumes when heated. All debris produced when the existing paint system is disturbed shall be contained.

DEBRIS CONTAINMENT AND COLLECTION PROGRAM

Prior to starting work, the Contractor shall submit a debris containment and collection program to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, for debris produced when the existing paint system is disturbed. The program shall identify materials, equipment, and methods to be used when the existing paint system is disturbed and shall include working drawings of any containment system, loads applied to the bridge by any containment structure, and provisions for ventilation and air movement for visibility and worker safety.

If the measures being taken by the Contractor are inadequate to provide for the containment and collection of debris produced when the existing paint system is disturbed, the Engineer will direct the Contractor to revise the operations and the debris containment and collection program. The directions will be in writing and will specify the items of work for which the Contractor's debris containment and collection program are inadequate. No further work shall be performed on the items until the debris containment and collection programs are adequate and, if required, a revised program has been approved for the containment and collection of debris produced when the existing paint system is disturbed.

The Engineer will notify the Contractor of the approval or rejection of any submitted or revised debris containment and collection program within 2 weeks of submittal of the Contractor's program or revised program.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised debris containment and collection program, nor for any delays to the work due to the Contractor's failure to submit acceptable programs.

SAFETY AND HEALTH PROVISIONS

Attention is directed to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications. Work practices and worker health and safety shall conform to the Construction Safety Orders Title 8, of the California Code of Regulations including Section 1532.1, "Lead."

The Contractor shall furnish the Engineer a written Code of Safe Practices, and have an Injury and Illness Prevention Program and a Hazard Communication Program in conformance with the provisions of Construction Safety Orders 1509 and 1510.

Prior to starting work that disturbs the existing paint system and at such times when revisions to the program are required by Section 1532.1, "Lead," the Contractor shall submit the compliance programs required in subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The compliance programs shall include the data specified in subsections (e)(2)(B) and (e)(2)(C) of Section 1532.1, "Lead." Approval of the compliance programs by the Engineer will not be required. The compliance programs shall be reviewed and signed by a Certified Industrial Hygienist (CIH) who is certified in comprehensive practice by the American Board of Industrial Hygiene (ABIH). Copies of all air monitoring or jobsite inspection reports made by or under the direction of the CIH in conformance with Section 1532.1, "Lead," shall be furnished to the Engineer within 10 days after date of monitoring or inspection.

DEBRIS HANDLING

Debris produced when the existing paint system is disturbed shall not be temporarily stored on the ground. Debris accumulated inside the containment system shall be removed before the end of each work shift. Debris shall be stored in approved leak proof containers and shall be handled in such a manner that no spillage will occur.

Disposal of debris produced when the existing paint system is disturbed shall be performed in conformance with all applicable Federal, State and Local hazardous waste laws. Laws that govern this work include:

1. Health and Safety Code, Division 20, Chapter 6.5 (California Hazardous Waste Control Act).
2. Title 22; California Code of Regulations, Chapter 30 (Minimum Standard for Management of Hazardous and Extremely Hazardous Materials).
3. Title 8, California Code of Regulations.

Except as otherwise provided herein, debris produced when the existing paint system is disturbed shall be disposed of by the Contractor at an approved Class 1 disposal facility in conformance with the requirements of the disposal facility operator. The debris shall be hauled by a transporter currently registered with the California Department of Toxic Substances Control using correct manifesting procedures and vehicles displaying current certification of compliance. The Contractor shall make all arrangements with the operator of the disposal facility and perform any testing of the debris required by the operator.

At the option of the Contractor, the debris produced when the existing paint system is disturbed may be disposed of by the Contractor at a facility equipped to recycle the debris, subject to the following requirements:

Copper slag abrasive blended by the supplier with a calcium silicate compound shall be used for blast cleaning.

The debris produced when the existing paint system is disturbed shall be tested by the Contractor to confirm that the solubility of the heavy metals is below regulatory limits and that the debris may be transported to the recycling facility as a non-hazardous waste.

The Contractor shall make all arrangements with the operator of the recycling facility and perform any testing of the debris produced when the existing paint system is disturbed that is required by the operator.

WORK AREA MONITORING

The Contractor shall perform work area monitoring of the ambient air and soil in and around the work area at the bridge site to verify the effectiveness of the containment system. The work area monitoring shall consist of collecting, analyzing, and reporting of air and soil test results and recommending any required corrective action when specified exposure levels are exceeded. The work area monitoring shall be carried out under the direction of a CIH. The samples shall be collected at locations designated by the Engineer.

Air samples shall be collected and analyzed in conformance with National Institute for Occupational Safety and Health (NIOSH) methods. Lead air samples shall be collected and analyzed in conformance with NIOSH Method 7082, with a limit of detection of at least $0.5 \mu\text{g}/\text{m}^3$. Air samples for other metals shall be collected and analyzed in conformance with NIOSH Method 7300, with a limit of detection of at least one percent of the appropriate Permissible Exposure Limits (PELs) of California/Occupational Safety and Health Administration (Cal/OSHA). Alternative methods of sample collection and analysis, with equivalent limits of detection, may be used at the option of the Contractor.

The airborne metals exposure, outside either the containment system or work areas, shall not exceed the lower of either: (1) 10 percent of the Action Level specified for lead by Section 1532.1, "Lead," or (2) 10 percent of the appropriate PELs specified for other metals by Cal/OSHA.

The air samples shall be collected at least once per week during progress of work that disturbs the existing paint system. All air samples shall be analyzed within 48 hours at a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association (AIHA). When corrective action is recommended by the CIH, additional samples may be required by the Engineer to be taken, at the Contractor's expense.

Four soil samples shall be collected prior to the start of work, and 4 soil samples shall be collected within 36 hours following completion of cleaning operations of existing structural steel. Where the cleaning operations extend over large areas of soil or many separate areas of soil at each bridge site, the samples shall be collected at various times during the contract when determined by the Engineer. A soil sample shall consist of 5 plugs, each 3/4 inch diameter and 1/2 inch deep, taken at each corner and center of a one foot square area. Soil samples shall be analyzed for total lead in conformance with Method 3050 in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," SW-846 published by the United States Environmental Protection Agency.

There shall be no increase in the concentrations of heavy metal in the soil in the area affected when the existing paint system is disturbed. When soil sampling, after completion of work that disturbs the existing paint system, shows an increase in the concentrations of heavy metal, the area affected shall be cleaned and resampled at the Contractor's expense until soil sampling and testing shows concentrations of heavy metal less than or equal to the concentrations collected prior to start of work.

In areas where there is no exposed soil, there shall be no visible increase in the concentrations of heavy metal on the area affected when the existing paint system is disturbed. Any visible increase in the concentrations of heavy metal, after completion of work that disturbs the existing paint system, shall be removed at the Contractor's expense.

Air and soil sample laboratory analysis results, including results of additional samples taken after corrective action as recommended by the CIH, shall be submitted to the Engineer. The results shall be submitted both verbally within 48 hours after sampling and in writing with a copy to the Contractor, within 5 days after sampling. Sample analysis reports shall be prepared by the CIH as follows:

For both air and soil sample laboratory analysis results, the date and location of sample collection, sample number, contract number, bridge number, full name of the structure as shown on the contract plans, and District-County-Route-Post mile will be required.

For air sample laboratory analysis results, the following will be required:

1. List of emission control measures in place when air samples were taken.
2. Air sample results shall be compared to the appropriate PELs.
3. Chain of custody forms.
4. Corrective action recommended by the CIH to ensure airborne metals exposure, outside either the containment system or work areas, is within specified limits.

For soil sample laboratory analysis results, the concentrations of heavy metal expressed as parts per million will be required.

CONTAINMENT SYSTEM

The containment system shall consist of, at the option of the Contractor, (1) a ventilated containment structure, (2) vacuum shrouded surface preparation equipment and drapes, tarps or other materials, or (3) equivalent containment system. The containment system shall contain all water, resulting debris, and visible dust produced when the existing paint system is disturbed.

For bridges over water, the containment system shall include a skimming boom consisting of a float with a skirt to collect floating debris.

The containment system shall provide the clearances specified under "Maintaining Traffic" of these special provisions, except that when no clearances are specified a vertical clearance of 15 feet and a horizontal clearance of 32 feet shall be provided for the passage of public traffic.

Falsework or supports for the ventilated containment structure shall not extend below the vertical clearance level nor to the ground line at any location within the roadbed.

The ventilated containment structure shall conform to the provisions for falsework in Section 51-1.06, "Falsework," of the Standard Specifications.

The minimum total design load of the ventilated containment structure shall consist of the sum of the dead and live vertical loads. Dead load shall consist of the actual load of the ventilated containment structure. Live loads shall consist of a uniform load of not less than 45 pounds per square foot, which includes 20 pounds per square foot of sand load, applied over the area supported, and in addition, a moving 1000 pound concentrated load shall be applied to produce maximum stress in the main supporting elements. Assumed horizontal loads need not be included in the design of the ventilated containment structure.

The ventilated containment structure shall be supported with either rigid or flexible supports. The rigid or flexible containment materials on the containment structure shall retain air borne particles but may allow air flow through the containment materials. Flexible materials shall be supported and fastened to prevent escape of abrasive and blast materials due to whipping from traffic or wind and to maintain the clearances.

All mating joints between the ventilated containment structure and the bridge shall be sealed. Sealing may be by overlapping of seams when using flexible materials or by using tape, caulking, or other sealing measures.

Multiple flap overlapping door tarps shall be used at entry ways to the ventilated containment structure to prevent dust or debris from escaping.

Baffles, louvers, flapper seals or ducts shall be used at make-up air entry points to the ventilated containment structure to prevent escape of abrasives and resulting surface preparation debris.

The ventilated containment structure shall be properly maintained while work is in progress and shall not be changed from the approved working drawings without prior approval of the Engineer.

The ventilation system in the ventilated containment structure shall be of the forced input air flow type with fans or blowers.

Negative air pressure shall be employed within the ventilated containment structure and will be verified by visual methods by observing the concave nature of the containment materials while taking into account wind effects, or by using smoke or other visible means to observe air flow. The input air flow shall be properly balanced with the exhaust capacity throughout the range of operations.

The exhaust air flow of the ventilation system in the ventilated containment structure shall be forced into dust collectors (wet or dry) or bag houses.

PROTECTIVE WORK CLOTHING AND HYGIENE FACILITIES

Wherever there is exposure or possible exposure to heavy metals or silica dust at the bridge site, the Contractor shall, for not more than 3 State personnel: (1) furnish, clean and replace protective work clothing and (2) provide access to hygiene facilities. The furnishing, cleaning, and replacement of protective work clothing and hygiene facilities shall conform to the provisions of subsections (g), "Protective work clothing and equipment," and (i), "Hygiene facilities and practices," of Section 1532.1, "Lead," of the Construction Safety Orders.

The protective work clothing and access to hygiene facilities shall be provided during exposure or possible exposure to heavy metals or silica dust at the bridge site and application of the undercoats of paint.

Protective work clothing and hygiene facilities shall be inspected and approved by the Engineer before being used by State personnel.

The protective work clothing shall remain the property of the Contractor at the completion of the contract.

PAYMENT

Full compensation for the containment system, protective work clothing and access to hygiene facilities for State personnel, and handling of debris produced when the existing paint system is disturbed, including testing, hauling, treatment, disposal fees and local taxes, shall be considered as included in the contract price paid for the item of work requiring the disposal of the debris produced when the existing paint system is disturbed and no additional compensation will be allowed therefor.

Work area monitoring will be paid for on the basis of a lump sum price.

The contract lump sum price paid for work area monitoring shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in collecting and analyzing of samples of ambient air and soil for heavy metals, complete in place, including reporting the test results, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.12A BRIDGE REMOVAL

Removing portions of bridge shall conform to the requirements in Section 15-4, "Bridge Removal," of the Standard Specifications and these special provisions.

BRIDGE ACROSS HUASNA RIVER (Bridge No. 49-0178)

Remove portion of existing Pier 5.

The Contractor shall provide temporary shoring as necessary, to ensure that excavation required for the removal and repair of the pier shall not extend closer than 5 feet to the centerline of new CIDH piling.

All removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

10-1.12B ACCESS OPENING, PIER

Access opening in bridge piers shall consist of removing portions of existing bridge piers at the locations and to the dimensions shown on the plans.

A 3/4 inch deep saw cut shall be made around the perimeter of the pier areas to be removed.

Bar reinforcing steel shall be removed as shown on the plans. The ends of the remaining bars shall be coated with 2 applications of a zinc-rich primer in the same manner specified for exposed ends of prestressing steel in Section 50-1.05, "Prestressing Steel," of the Standard Specifications.

Within a cell where work is to be performed, existing formwork and miscellaneous concrete that will interfere with the work shall be removed. All material removed shall become the property of the Contractor and shall be disposed of outside the highway right of way as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

When no longer required, pier access openings shall be closed as shown on the plans. All materials, including galvanized sheet metal covers, steel hardware, hinges, and corrosion resistant concrete expansion anchorage devices, shall be commercial quality.

An approved thread locking system, consisting of a cleaner, primer and anaerobic adhesive, shall be applied where shown on the plans. Lubricants and foreign materials shall be removed from the threaded areas of both parts using the cleaner and small wire brush. The primer shall be applied to cover the threaded areas of both parts. The anaerobic adhesive shall be applied to fill the male threads in the area of the final position of the nut. The nut shall be installed at the location or to the torque shown on the plans, and an additional fillet of anaerobic adhesive shall be applied completely around the exposed junctions of the nut and male part.

Access openings through piers will be measured and paid for by the unit as access opening, pier. Openings to be paid for will be determined from actual count of the completed units in place.

The contract unit price paid for access opening, pier shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the pier access opening, complete in place, including closing the pier access opening and removing forms and miscellaneous concrete, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.13 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

All earthwork at Piers 3, 4, 5, 6 and 7 shall be completed between May 1, 2001 and November 30, 2001.

MEASUREMENT AND PAYMENT (EARTHWORK)

Measurement and payment for earthwork shall conform to all provisions for "Measurement" and "Payment" in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Structure excavation designated as (Type D), for footings at the locations shown on the plans, will be measured and paid for by the cubic yard as structure excavation (Type D). Ground water or surface water is expected to be encountered at these locations, but seal course concrete is not shown or specified.

10-1.14 PILING

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these special provisions.

Foundation recommendations are 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.

Attention is directed to "Welding Quality Control" of these special provisions.

Attention is directed to "Public Safety" of these special provisions. Before performing pile handling or pile installation operations at a location that is closer than the length of the pile being handled or installed to the edge of areas open to public traffic or public use, the Contractor shall submit to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, a detailed plan describing the measures that will be employed to provide for the safety of traffic and the public.

The second paragraph in Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

For driven piling, the Contractor shall furnish piling of sufficient length to obtain both the specified tip elevation and design load shown on the plans or specified in the special provisions. For cast-in-drilled-hole concrete piling, the Contractor shall construct piling of such length to develop the compression nominal resistance and to obtain the specified tip elevation shown on the plans or specified in the special provisions.

At the Contractor's option, the Contractor may conduct additional foundation investigation, including installing and axial load testing additional non-production indicator piling. The Engineer shall approve locations of additional foundation testing. The Contractor shall notify the Engineer at least 5 working days prior to beginning additional foundation investigation.

Additional foundation investigation shall be completed prior to requesting revised specified pile tip elevations or modification to the installation methods specified herein. Revisions to specified tip elevations and modifications to the specified installation methods will be subject to the provisions of Section 5-1.14, "Cost Reduction Incentive."

Modification to the specified installation methods and specified pile tip elevation will not be considered at locations where lateral load demands control design pile tip elevations or when the plans state that specified pile tip elevation shall not be revised.

The pile structural capacity design is based on the nominal strength as defined in Caltrans Bridge Design Specifications (Article 8.1.3) or the nominal resistance as defined in the LRFD Bridge Design Specifications (Article 1.3.2.1). The nominal resistance of the pile, as shown on the plans, is the design capacity required to resist the factored axial load demands.

Indicator compression pile load testing shall conform to the requirements of ASTM Designation: D 1143. The acceptance criteria for compression pile load testing shall be as follows:

The pile shall sustain the first compression test load applied which is equal to the nominal compression resistance, as shown on the plans, with no more than 0.5-inch total vertical movement at the top of the pile measured relative to the top of the pile prior to the start of compression load testing.

Indicator tension pile load testing shall conform to the requirements of ASTM Designation: D 3689. The loading apparatus described as "Load Applied to Pile by Hydraulic Jack(s) Acting at One End of Test Beam(s) Anchored to the Pile" shall not be used. The acceptance criteria for tension pile load testing shall be as follows:

The pile shall sustain the first tension test load applied which is equal to the nominal tension resistance, as shown on the plans, with no more than 0.5-inch total vertical movement at the top of the pile measured relative to the top of the pile prior to the start of tension load testing.

Indicator piling shall be removed in conformance with the requirements in Section 15-4.02, "Removal Methods," and the remaining holes shall be backfilled with earth or other suitable material approved by the Engineer.

Section 49-1.04, "Test Piles," of the Standard Specifications is amended to read:

49-1.04 Load Test Piles.—When load test piles and anchor piles are shown on the plans or specified for a structure, the loading tests using those piles shall be completed before the remaining piles for that structure or specified control location are drilled, cast, cut to length, or driven.

Load test piles shall be installed with the same type of equipment that is to be used for installation of foundation piles.

Load test piles which are shown on the plans or specified in the special provisions shall conform to the requirements for piling as specified in these specifications and, unless otherwise shown, shall be so located that they may be cut off and become a part of the completed structure.

Load test piles which are not to be incorporated in the completed structure shall be removed in conformance with the requirements in Section 15-4.02, "Removal Methods," and the remaining holes shall be backfilled with earth or other suitable material approved by the Engineer.

Load test anchorages in piles used as anchor piles shall conform to the following requirements:

High strength threaded steel rods shall conform to the provisions for bars in Section 50-1.05, "Prestressing Steel," except Type II bars shall be used.

High strength steel plates shall conform to the requirements in ASTM Designation: A 709, Grade 50.

Anchor nuts shall conform to the provisions in the second paragraph in Section 50-1.06, "Anchorages and Distribution."

The Contractor, at the Contractor's expense, may use additional cement or Type III cement in the concrete for the load test and anchor piles.

Testing of load test piles shown on the plans and specified in the special provisions will be performed by the Engineer without cost to the Contractor. The loading tests will be made when the concrete in the load test and anchor

piles has developed a compressive strength of at least 2,000 pounds per square inch. The Engineer will require not more than 5 working days to perform each load test.

Should the Engineer fail to complete the load tests within the time specified in the special provisions and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in load testing of piles, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays."

The Contractor shall furnish labor, materials, tools, equipment, and incidentals as required to assist the Engineer in the installation, operation and removal of State-furnished steel load test beams, State-furnished jacks, bearing plates, drills, and other test equipment. This work will be paid for as extra work as provided in Section 4-1.03D.

The first and second paragraphs in Section 49-1.05, "Driving Equipment," of the Standard Specifications are amended to read:

49-1.05 Driving Equipment.—Driven piles shall be installed with impact hammers that are approved in writing by the Engineer. Impact hammers shall be steam, hydraulic, air, or diesel hammers. Impact hammers shall develop sufficient energy to drive the piles at a penetration rate of not less than 1/8 inch per blow at the specified bearing value.

Vibratory hammers shall not be used for installation of piles, unless otherwise shown on the plans or specified in the special provisions.

Hammers with an external combustion engine that are not single action, shall have a transducer that records ram velocity.

Double acting diesel hammers with internal combustion engines shall have a transducer that records bounce chamber pressure.

For hammers with no visual way of observing the ram stroke, a printed readout showing hammer energy during driving operation shall be provided to the Engineer by the Contractor.

The fifth paragraph in Section 49-1.05, "Driving Equipment," of the Standard Specifications is deleted.

Difficult pile installation is anticipated due to the presence of caving soils and the requirements of pile embedment into rock. It is anticipated that rock coring equipment will be required.

The first sentence of the first paragraph in Section 49-1.08, "Bearing Value and Penetration," of the Standard Specifications is amended to read:

49-1.08 Bearing Value and Penetration.—Except for piles to be load tested, driven piles shall be driven to a bearing value of not less than the design loading shown on the plans unless otherwise specified in the special provisions or permitted in writing by the Engineer.

The third through seventh paragraphs in Section 49-1.08, "Bearing Value and Penetration," of the Standard Specifications are amended to read:

The bearing values for driven piles shall be determined from the following formula in which "P" is the design loading shown on the plans in pounds, "E" is the manufacturer's rating for foot-pounds of energy developed by the hammer, and "s" is the penetration per blow in inches, averaged over the last few blows.

$$P =$$

The penetration per blow "s" shall be measured only when there is no appreciable rebound of the hammer and only when the last blow is struck on a sound pile head or driving block. The penetration per blow "s" may be measured either during initial driving or during re-driving following a set period as determined by the Engineer.

Section 49-1.10, "Load Testing," of the Standard Specifications is deleted.

The third paragraph in Section 49-2.03, "Requirements," of the Standard Specifications is amended to read:

Untreated and treated timber piles shall be of Douglas fir or Southern Pine timber and shall be clean peeled.

The third paragraph in Section 49-4.04, "Steel Shells," of the Standard Specifications is amended to read:

Steel shells shall conform to the provisions for steel pipe piles specified in Section 49-5, "Steel Piles."

Section 49-5.01, "Description," of the Standard Specifications is amended to read:

49-5.01 Description.—Steel piles shall include structural shape piles and pipe piles. Structural shape steel piles shall be of the rolled section shown on the plans or of the section specified in the special provisions and shall be structural steel conforming to the specifications of ASTM Designation: A 36/A 36M, or at the option of the Contractor, structural steel conforming to the specifications of ASTM Designation: A 572/A 572M.

Steel pipe piling shall conform to the following requirements:

1. Piles shall be of the nominal diameter and the nominal wall thickness as the pipe piles shown on the plans unless otherwise specified in the special provisions.
2. The carbon equivalency (CE) as defined in AWS D 1.1, Section XI5.1, shall not exceed 0.45.
3. The sulfur content shall not exceed 0.05 percent.
4. Piles shall conform to any additional requirements in the special provisions, including but not limited to, tolerances for diameter, edge alignment, end match marking, roundness, and straightness, that are required in order to conform with steel pile splice welding and welding inspection provisions.
5. Steel pipe pile seams shall be complete penetration welds and shall conform to the requirements of AWS D1.1 and any additional amendments to AWS D1.1 listed herein and in the special provisions. Incomplete penetration welds and defective welds of steel pipe piles shall be repaired or restored to achieve complete joint penetration groove welds.
6. Steel pipe piles that are less than 14 inches in diameter shall conform to the specifications of ASTM Designation: A 252, Grade 2 or 3, and steel pipe piles that are 14 inches and greater in diameter shall conform to the specifications of ASTM Designation: A 252, Grade 3, as amended by the above requirements.

Steel piles shall not be joined by welded lap splicing.

The manufacturer or fabricator of steel piling shall furnish a Certificate of Compliance stating that the piling being supplied conforms to these specifications and to the special provisions. The Certificate of Compliance shall include test reports for tensile, chemical, and any specified nondestructive tests. Samples for testing shall be taken from the base metal, steel, coil or from the manufactured or fabricated piling.

Section 49-5.02, "Splicing," of the Standard Specifications is amended to read:

49-5.02 Splicing.—Steel pile splices shall conform to the requirements of AWS D 1.1 and the special provisions. Structural shape steel piling splices shall be complete joint penetration groove welds. Steel pipe pile splices that are made at a permanent manufacture or fabrication facility, and that are made prior to furnishing the Certificate of Compliance shall be complete penetration welds. Steel pipe pile splices that are made in the field shall be complete joint penetration groove welds.

Ends of steel pipe piling to be spliced that have been damaged during driving shall be removed to a sound and uniform section conforming to the tolerances for diameter, edge alignment and roundness required to meet the steel pile splice welding requirements. Pipe ends shall be field cut using automated guided cutting equipment. Manual flame cutting shall not be used.

STEEL PIPE PILING

General

Wherever reference is made to the following American Petroleum Institute (API) specifications in the Standard Specifications, on the project plans, or in these special provisions, the year of adoption for these specifications shall be as follows:

API Codes	Year of Adoption
API 2B	1990
API 5L	1995

Only permanent steel casing seam welds may be made by the electric resistance welding method. Such welds shall be welded in conformance with the requirements in API 5L and any amendments to API 5L in the Standard Specifications or these special provisions.

Seams in permanent steel casing made by submerged arc welding may be welded in conformance with the requirements in API 5L and any amendments to API 5L in the Standard Specifications or these special provisions.

Handling devices may be attached to permanent steel casing. Welds attaching these devices shall be aligned parallel to the axis of the pile and shall conform to the requirements for field welding specified herein. Permanent bolted connections shall be corrosion resistant. Prior to making attachments, the Contractor shall submit a plan to the Engineer that includes the locations, handling and fitting device details, and connection details. Attachments shall not be made to the permanent steel casing until the plan is approved in writing by the Engineer. The Engineer shall have 7 days to review the plan. 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 reviewing the plan, 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.

Each length of permanent steel casing shall be marked in conformance with the requirements in ASTM Designation: A 252.

For permanent steel casing, including any bar reinforcement in the casing, the Engineer shall be allowed 48 hours to review the "Welding Report," specified in "Welding Quality Control" of these special provisions, and respond in writing after all the required items have been received. No field welded permanent steel casing shall be installed, and no reinforcement in the permanent steel casing shall be encased in concrete until the Engineer has approved the above requirements in writing. 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.

At the Contractor's option, a permanent steel casing may be re-tapped to prevent casing set-up; however, the field welded splice shall remain at least 3 feet above the work platform until that splice is approved in writing by the Engineer.

Manufactured Steel Pipe

Manufactured steel pipe is defined as pipe that is produced at a permanent facility where an automatic welding process, electric resistance welder, or seamless pipe operation is used in conformance with ASTM Designations: A 252, A 53, A 135, A 139, API 5L, or AWWA C200; where this steel pipe can be produced in lengths at least 30 feet long without a circumferential splice; and where this manufacturing can be done on a daily basis. Manufactured steel pipe is not a specifically engineered product. (i.e., Manufactured steel pipe is an "off the shelf" item.)

Manufactured steel pipe used for permanent casing shall conform to the following requirements:

- A. The outside circumference of the permanent casing end shall not vary by more than 0.375-inch from that corresponding to the diameter shown on the plans.
- B. The maximum allowable misalignment for adjacent permanent casing edges to be welded shall be 0.1875 times the wall thickness, but not more than 0.063-inch.
- C. Steel pipe pile straightness shall conform to the requirements in API 5L, Section 7.6, "Straightness."
- D. Welds made at a permanent manufacturing facility shall be made by either an automatic welding process or an electric resistance welding process.

Fabricated Steel Pipe

Fabricated steel pipe is defined as pipe produced at a permanent facility where a variety of steel fabrication including roll forming and welding steel plate into pipe is performed, where this pipe is at least 3/4-inch in wall thickness, where this pipe is produced in conformance with API 2B, and where this fabrication can be done on a daily basis. Fabricated steel pipe is a specifically engineered product. (i.e., Fabricated steel pipe is engineered for a specific project.)

Fabricated steel pipe used for permanent casing shall conform to API 2B and the following requirements:

- A. An API site license and API monogram are not required.
- B. Weld filler metal shall conform to the requirements of AWS D1.5 for the welding of ASTM Designation: A 709, Grade 50 steel, except that the qualification, pretest, and verification test requirements need not be conducted if certified test reports are provided for the consumables to be used.

Field Welding

Field welding of permanent steel casing is defined as welding performed after the certificate of compliance has been furnished by the manufacturer or fabricator and shall conform to the following requirements:

- A. Match marking of pipe ends at the manufacturing or fabrication facility is recommended for piling to ensure weld joint fit-up. Prior to positioning any 2 sections of steel pipe to be spliced by field welding, including those that have been match marked at the manufacturing or fabrication facility, the Contractor shall equalize the offsets of the pipe ends to be joined and match mark the pipe ends.
- B. Welds made in the flat position or vertical position (where the longitudinal pipe axis is horizontal) shall be single-vee groove welds. Welds made in the horizontal position (where the longitudinal pipe axis is vertical) shall be single-bevel groove welds. Joint fit-ups shall conform to the requirements for tubular sections in AWS D1.1 and these special provisions.
- C. The minimum thickness of the backing ring shall be 1/4-inch, and the ring shall be continuous. All splices in the backing ring shall be made by complete penetration welds. These welds shall be completed and inspected prior to final insertion into a pipe end. Attachment of backing rings to pipe ends shall be done using the minimum size and spacing of tack welds that will securely hold the backing ring in place. Tack welding shall be done in the root area of the weld splice. Cracked tack welds shall be removed and replaced prior to subsequent weld passes. The gap between the backing ring and the steel pipe piling wall shall be no greater than 1/16-inch. One localized portion of the splice, that is equal to or less than a length that is 20 percent of the outside circumference of the pipe, as determined by the Engineer, may be offset by a gap equal to or less than 1/4-inch provided that this localized portion is first seal welded using shielded metal arc E7016 or E7018 electrodes. The Contractor shall mark this localized portion so that it can be referenced during any required nondestructive testing (NDT). Backing rings shall have a minimum width of 1 1/2 times the thickness of the pile to be welded so that they will not interfere with the interpretation of the NDT.
- D. For steel pipe with an outside diameter greater than 42 inches, and with a wall thickness greater than 1 inch, the root opening tolerances may be increased to a maximum of 3/16-inch over the specified tolerances.
- E. Weld filler metal shall conform to the requirements shown in AWS D1.5 for the welding of ASTM Designation: A 709, Grade 50 steel, except that the qualification, pretest, and verification test requirements need not be conducted if certified test reports are provided for the consumables to be used.
- F. For field welding, including attaching backing rings and making repairs, the preheat and interpass temperature shall be in conformance with AWS D1.1, Section 3.5, "Minimum Preheat and Interpass Temperature Requirements," and with Table 3.2, Category C; and the minimum preheat and interpass temperature shall be 150°F, regardless of the pipe pile wall thickness or steel grade. In the event welding is disrupted, preheating to 150°F must occur before welding is resumed.
- G. Welds shall not be water quenched. Welds shall be allowed to cool unassisted.

CAST-IN-PLACE CONCRETE PILING.--Cast-in-place concrete piling shall conform to the provisions in Section 49-4, "Cast-In-Place-Concrete Piling," of the Standard Specifications and these special provisions.

Materials.--Concrete filling for cast-in-place concrete piles is designated by compressive strength and shall have a minimum 28-day compressive strength of 3500 pounds per square inch.

Aggregate grading shall conform to the requirements of Section 90-3, "Aggregate Gradings," and these special provisions. The combined aggregate grading for the concrete shall be the 1" Max. grading.

At the Contractor's option, the Contractor may use either the 1/2" maximum combined aggregate grading or the 3/8" maximum combined aggregate grading. The grading requirements for the optional 1/2" maximum coarse aggregate or the 3/8" maximum coarse aggregate are shown in the following table:

Percentage Passing Primary Aggregate Nominal Size				
	1/2" x No. 4		3/8" x No. 8	
Sieve Sizes	Operating Range	Contract Compliance	Operating Range	Contract Compliance
3/4"	100	100		
1/2"	82 - 100	80 - 100	100	
3/8"	X ± 15	X ± 22	X ± 15	X ± 20
No. 4	0 - 15	0 - 18	0 - 25	0 - 28
No. 8	0 - 6	0 - 7	0 - 6	0 - 7

The gradation proposed by the Contractor for the optional 1/2" x No. 4 primary aggregate or for the 3/8" x No. 8 primary aggregate shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
1/2" x No. 4	3/8"	40 - 78
3/8" x No. 8	3/8"	50 - 85

The combined aggregate grading for the 1/2" x No. 4 primary aggregate nominal size or for the 3/8" x No. 8 primary aggregate nominal size shall be within the following limits:

Grading Limits of Combined Aggregate		
Sieve Sizes	Percentage Passing	
	1/2" Maximum	3/8" Maximum
3/4-inch	100	100
1/2-inch	90 - 100	90 - 100
3/8-inch	55 - 86	55 - 86
No. 4	45 - 63	45 - 63
No. 8	35 - 49	35 - 49
No. 16	25 - 37	25 - 37
No. 30	15 - 25	15 - 25
No. 50	5 - 15	5 - 15
No. 100	1 - 8	1 - 8
No. 200	0 - 4	0 - 4

The optional 1/2" x No. 4 and 3/8" x No. 8 aggregate gradations may require special mixing to meet grading requirements and may not be commercially available in some locations.

The fourth paragraph in Section 49-4.01, "Description," of the Standard Specifications is amended to read:

Cast-in-place concrete piles less than 24 inches in diameter shall be constructed so that the excavation methods and the concrete placement procedures shall provide for placing the concrete against undisturbed material in a dry or dewatered hole.

Cast-in-place concrete piles 24 inches in diameter or larger shall be constructed so that the excavation methods and the concrete placement procedures shall provide for placing the concrete against undisturbed material in a dry or dewatered hole or may be constructed by excavation and depositing concrete under slurry.

The concrete filling for cast-in-place concrete piles shall be dense and homogeneous. The methods used to place the concrete shall prevent segregation. Concrete placed in steel shells, dry drilled holes, or dewatered drilled holes shall not be permitted to fall from a height greater than 8 feet without the use of adjustable length pipes or tubes unless the flow of concrete is directed into the center of the hole using a hopper and not allowed to strike the reinforcement, reinforcement bracing and other objects in the hole.

Concrete filling for cast-in-place concrete piles shall be vibrated according to the requirements in the following table. The nominal and maximum penetrations shown below shall be used in lieu of the penetrations listed in the table in Section 90-6.06, "Amount of Water and Penetration."

Cast-in-place Concrete Piles	Pile Size	Concrete Penetration, Inches (Note 1)		Concrete Vibration Required
		Nominal	Maximum	
Steel Shells or Dry Holes or Dewatered Holes	All sizes	2 1/2 to 3 1/2	4 (Note 2)	Upper 15 feet of pile
Under Slurry	24" and larger in diameter	equal to or greater than 3 1/2	(Note 2)	Upper 5 feet of pile (Note 3)
<p>Note 1: Type F or Type G chemical admixtures may be required to achieve the specified penetration. When admixtures are used in accordance with the requirements in Section 90-4, "Admixtures," the penetration of the concrete will be measured after the admixture is added.</p> <p>Note 2: Concrete shall be proportioned to prevent excessive bleed water and segregation.</p> <p>Note 3: Concrete placed under slurry shall not be vibrated until any temporary casing is removed and until concrete contaminated with soil, slurry, or other materials are removed.</p>				

Section 51-1.10, "Concrete Deposited Under Water," shall not apply to cast-in-drilled-hole concrete piling. Concrete deposited under slurry shall contain not less than 658 pounds of cement per cubic yard.

Construction.--The Contractor shall submit a placing plan to the Engineer for approval prior to producing the test batch for cast-in-drill hole piling and at least 10 working days prior to constructing piling. The plan shall include complete description, details, and supporting calculations as listed below:

Requirements for all cast-in-drilled hole piling:

1. Concrete mix design, certified test data, and trial batch reports.
2. Drilling methods and equipment.
3. Proposed casing installation and removal when necessary.
4. Placing, positioning and supporting bar reinforcement.
5. Methods and equipment for accurately determining the depth of concrete and actual and theoretical volume placed, including effects on volume of concrete when any casings are withdrawn.

Additional requirements when concrete is placed under slurry:

6. Concrete batching, delivery, and placing systems with time schedules and capacities therefor.
7. 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.
8. Suppliers test reports on the physical and chemical properties of the slurry and any proposed slurry chemical additives including Material Safety Data Sheet.

9. Slurry testing equipment and procedures.

10. Removal and disposal of excavation, slurry, and contaminated concrete, including methods and rates of removal.

11. 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 job 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 accordance with California Test 533. Depositing of test batch concrete under slurry will not be required. The test batch shall demonstrate that the proposed concrete mix design achieves the specified nominal penetration and a penetration of at least 2 inches after 4 hours. 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 accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," unless otherwise approved in writing by the Engineer.

When slurry is used, the slurry level shall be maintained within one foot of the top of the drilled hole or steel casing unless otherwise approved in writing by the Engineer.

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 2 hours between placing the first load of concrete and completion of placing the final load of concrete in the pile, 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:

1. A tremie tube or tubes which are each at least 10 inches in diameter fed by one or more concrete pumps.
2. 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 10-inch tube.

When slurry is used, a fully operational standby concrete pump or pumps, adequate to complete the work in the time specified, shall be provided at the site during concrete placement.

Spillage of concrete into the slurry during concrete placing operations shall not be allowed. Delivery tubes shall be capped at the end of the tube 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 it 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 10 feet of concrete has been placed, the tip of the delivery tube shall be within 6 inches of the bottom of the drilled hole, and then the embedment of the tip shall be maintained at least ten feet 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 10 feet (or to the bottom of the pile, which ever is less) into the concrete and then reinitiating the flow of concrete.

A log of the placing of the concrete in 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 an 8 1/2" x 11" 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 5 foot 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.

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

Except for cast-in-place piling for soundwalls and retaining walls, when cast-in-place concrete piling is less than 24 inches in diameter, the Contractor may propose to increase the diameter and revise the pile tip elevation. The Contractor may propose to increase the diameter of cast-in-place piling for soundwalls and retaining walls, but the pile tip elevations shall not be revised. No additional compensation for delays will be allowed for the Contractor's use of increased diameter cast-in-place concrete piling.

The second through seventh paragraphs of Section 49-4.03, "Drilled Holes," of the Standard Specifications are amended to read:

The axis of the hole shall not deviate from plumb more than 1 1/2 inches per 10 feet of length.

Care shall be taken during excavation to prevent disturbing the foundation material surrounding the pile. Equipment or methods used for excavating holes shall not cause quick soil conditions or cause scouring or caving of the hole. After excavation is begun, the pile shall be constructed in a continuous and expeditious manner in order to prevent deterioration of the surrounding foundation material from air slaking or from the presence of water. Deteriorated foundation material, including material that has softened, swollen or degraded, shall be removed from the sides and the bottom of the hole and shall be disposed of. The bottom of the drilled hole shall be cleaned just before placing reinforcement or concrete to remove any loose sand, gravel, dirt, and drill cuttings.

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 or drill cuttings settle out of slurry, as determined by the Engineer, the reinforcement shall be removed and the bottom of the drilled hole cleaned.

Water that has infiltrated the hole shall be removed before placing concrete therein except when concrete is deposited under slurry. Fluvial or drainage water shall not be permitted to enter the hole.

Temporary steel casings shall be furnished and placed tight in the hole where shown on the plans and where necessary to control water or to prevent quick soil conditions or caving of the hole. Temporary casing shall be watertight and of sufficient strength to withstand the loads from installation, removal, lateral concrete pressures and earth pressures. The casing shall be non-corrugated and the surfaces shall be smooth, clean and free from hardened concrete. The casing shall be removed while the concrete is being placed. In a dewatered hole the concrete in the casing shall be maintained at a level at least 5 feet above the bottom of the casing or at a level above the bottom of the casing adequate to prevent displacement of the concrete by material from outside the casing, whichever is greater. When concrete is placed under slurry, the concrete in the casing shall be maintained at a level at least 5 feet above the bottom of the casing. Casing may be vibrated or hammered when required to assist in removal of the casing from the hole, to prevent lifting of the reinforcement, and to prevent concrete contamination. The withdrawal of casings shall not leave voids or cause contamination of the concrete with soil, water, slurry or other materials, or cause segregation of the concrete.

Permanent steel casing, where shown on the plans, shall be driven or vibrated in place prior to drilling.

The Contractor shall continuously monitor the elevations of the four corners of the top of the existing pier during installation of the permanent casings. Monitoring shall be done using survey instruments. Benchmarks shall be away from the influence of the pile installation. Casing installation shall cease immediately if any of the four corners displaces more than 1/4 inch horizontally or vertically. Survey notes shall be maintained and submitted to the Engineer upon completion of the casing installation.

Permanent steel casing shall be designed by the Contractor to withstand the stresses of driving or vibrating the permanent steel casing into place, as well as the lateral concrete and earth pressures. The casing shall be watertight. The casing shall be non-corrugated and the surfaces shall be smooth, clean and free from hardened concrete.

Portions of the holes may be enlarged, backfilled with slurry cement backfill, concrete, or other material, and redrilled to the specified diameter to control caving. Backfill material at enlarged piles shall be chemically compatible with concrete and steel, shall be drillable, and shall have the necessary strength required for the conditions.

Drill cuttings shall be disposed of in accordance with the provisions in Section 19-2.06, "Surplus Materials," of the Standard Specifications. Material resulting from placing concrete in piles, including slurry, shall be disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," unless otherwise permitted in writing by the Engineer.

The second and third paragraphs of Section 49-4.05, "Inspection," of the Standard Specifications are amended to read:

Driven shells and dewatered drilled holes shall be clean and free of water before reinforcement and concrete are placed.

The Contractor shall have available at all times a suitable light for inspecting the entire length of the shells or dewatered holes before placing the reinforcement and concrete.

Inspection Pipes.--Vertical inspection pipes shall be provided in all cast-in-drilled hole piles that are 24 inches in diameter or larger, except when the holes are dry or when the holes are dewatered without the use of temporary casing.

Inspection pipes shall be Schedule 40 polyvinyl chloride pipe with an inside diameter of 2 inches. Each inspection pipe shall be capped top and bottom and shall have watertight couplers to provide a clean, dry and unobstructed 2-inch diameter clear opening from 2 feet above the pile cutoff down to the specified tip elevation.

Inspection pipes shall be placed around the pile, inside the spiral or hoop reinforcement, and 3 inches clear of the vertical reinforcement, at a uniform spacing not exceeding 2 feet 9 inches 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 one inch in diameter, inspection pipes may be placed 2 inches clear of the vertical reinforcement. The pipes shall be installed in straight alignment and securely fastened in place to prevent misalignment during installation of the reinforcement and placing 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 structural adequacy tests, each inspection pipe shall be tested by the Contractor in the presence of the Engineer by passing a 1.90 inch diameter rigid cylinder 2 feet long through the complete length of pipe. The Contractor shall replace each inspection pipe that the cylinder does not pass through with a 2-inch diameter hole cored through the concrete for the entire length of the pile. Cored holes shall be located approximately 9 inches inside the reinforcement, and coring shall not damage the pile reinforcement.

Cored holes shall be made with a split tube type core barrel. 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 as to location and made available for inspection by the Engineer.

Structural adequacy tests of the concrete will be made by the Engineer, without cost to the Contractor. Tests will include gamma ray. Tests may also include cross-hole sonic logging and other means of inspection selected by the Engineer. After requesting structural adequacy tests, the Contractor shall allow 15 working days for the Engineer to conduct these tests. Should the Engineer fail to complete such 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.

If the Engineer determines that the concrete for a given pile is structurally inadequate, 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 plan for repair, removal or replacement of the rejected piling. The plan shall include details for structural modifications as required. No extension of time or compensation will be made for the submittal and review of a mitigation plan for rejected piling.

All inspection pipes and cored holes shall be dewatered and filled with grout after tests are completed. Grout shall conform to the requirements 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.

SLURRY

Slurry shall be commercial quality mineral or synthetic drilling slurry and shall conform the requirements of these special provisions

Water for slurry shall conform to the provisions in Section 90-2.03, "Water," of the Standard Specifications and these special provisions. Natural ground water in the drilled hole may be used for slurry when approved by the Engineer.

Slurry shall not weaken the bond between the concrete and both the reinforcement and the foundation material at the sides of the excavation.

The Contractor shall sample and test all slurry in the presence of the Engineer, unless otherwise directed. The date, time, names of the persons sampling and testing the slurry, and results of the tests shall be recorded and shall be approved by the Engineer before concrete is placed. A copy of slurry test results shall be delivered to the Engineer at the completion of each pile.

Mineral

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 (pcf) - before placement in the drilled hole - during drilling - prior to final cleaning - immediately prior to placing concrete	64.3* to 69.1* 64.3* to 75.0*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/quart) 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 2 pcf. Slurry temperature shall be at least 40 degrees Fahrenheit (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

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

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 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 (pcf) - during drilling - prior to final cleaning - just prior to placing concrete	less than or equal to 67.0* less than or equal to 64.0*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/quart) - 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 2 pcf. Slurry temperature shall be at least 40 degrees Fahrenheit (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 (pcf) - prior to final cleaning - just prior to placing concrete	less than or equal to 64.0*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/quart) - 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
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 2 pcf. Slurry temperature shall be at least 40 degrees Fahrenheit (4 degrees Celsius) when tested.		

Water

At the option of the Contractor water may be used as slurry when casing is used for the entire length of the drilled hole. Water slurry shall be tested for conformance to the requirements shown in the following table:

WATER SLURRY		
PROPERTY	REQUIREMENT	TEST
Density (pcf) - prior to final cleaning - just prior to placing concrete	63.5 *	Mud Weight (Density) API 13B-1 Section 1
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, salt water slurry may be used, and the allowable densities may be increased up to 2 pcf..		

MEASUREMENT AND PAYMENT

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 except that, when the diameter of cast-in-place concrete piling is shown on the plans as 24-inch or larger, reinforcement in the piling will be paid for by the pound as bar reinforcing steel (bridge).

Full compensation for furnishing and placing additional testing reinforcement, load test anchorages, and for cutting off test piles as specified, shall be considered as included in the contract price paid for piling of the type or class shown in the Engineer's Estimate, and no additional compensation will be allowed.

No additional compensation or extension of time will be made for additional foundation investigation, installation and testing of indicator piling, cutting off piling and restoring the foundation investigation and indicator pile sites, and review of request by the Engineer.

Full compensation for slurry, depositing concrete under slurry, test batches, inspection pipes, filling inspection holes and pipes with grout, drilling oversize cast-in-drilled-hole concrete piling, filling cave-ins and oversize piles with concrete, and re-drilling through concrete shall be considered as included in the contract prices paid per linear foot for cast-in-drilled-hole concrete piling of the sizes listed in the Engineer's Estimate and no additional compensation will be allowed therefor.

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

If precast prestressed concrete piling or steel pipe piling is manufactured or fabricated more than 300 air miles from both Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impractical and extremely difficult to ascertain and determine the actual increase in such expenses, it is agreed that payment to the Contractor for furnishing piling of the types shown in the Engineer's Estimate will be reduced \$5000 for each manufacture or fabrication site located more than 300 air line miles from both Sacramento and Los Angeles and an additional \$3000 (\$8000 total) for each manufacture or fabrication site located more than 3000 air line miles from both Sacramento and Los Angeles.

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

Load test piles and adjacent anchor piles that become a part of the completed structure, or are shown on the plans, or are specified, will be paid for at the contract prices for the type or class of piling shown in the Engineer's Estimate.

Full compensation for furnishing and placing additional testing reinforcement, load test anchorages, and for cutting off test piles as specified shall be considered as included in the contract price paid for piling of the type or class shown in the Engineer's Estimate, and no additional compensation will be allowed therefor.

No extension of time will be made for additional foundation investigation, installation and testing of indicator piling, cutting off piling and restoring the foundation investigation and indicator pile sites, or review of request by the Engineer.

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, and furnishing and installing permanent steel casing shall be considered as included in the contract prices paid per linear foot for cast-in-drilled-hole concrete piling of the sizes listed in the Engineer's Estimate, and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements of "Steel Pipe Piling" 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.

10-1.15 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 unless otherwise specified.

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

Form panels for exposed surfaces shall be plywood conforming to or exceeding the requirements of U.S. Product Standard PS 1 for Exterior B-B (Concrete Form) Class I Plywood or any material which will produce a smooth uniform concrete surface substantially equal to that which would result from the use of that plywood.

The second paragraph in Section 51-1.22, "Measurement," of the Standards Specifications is amended to read:

The estimated quantity of concrete for minor structures designated as final pay in the Engineer's Estimate will not be revised as specified in Section 9-1.015, "Final Pay Items," of the Standard Specifications, when the constructed height of said minor structure, including revisions by the Engineer, is within 0.5-foot of the vertical dimension shown on the plans.

When a roughened concrete surface is shown on the plans, the existing concrete surface shall be roughened to a full amplitude of approximately 1/4-inch by abrasive blasting, water blasting or mechanical equipment.

Where shown on the plans, existing concrete surface shall be chipped or ground as required, for flush bearing of plate and to accommodate bends in restrainer cable.

MEASUREMENT AND PAYMENT.--Measurement and payment for concrete in structures shall conform to the provisions in Sections 51-1.22, "Measurement," and 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for roughening existing concrete surfaces to a full amplitude of approximately 1/4-inch, where shown on the plans, shall be considered as included in the contract price paid per cubic yard for structural concrete, bridge and no separate payment will be made therefor.

Concrete for abutment blockings, seat extenders, grade beams, boundary elements, shear keys and pier repair will be measured and paid for as structural concrete, bridge.

Full compensation for chipping or grinding concrete shall be considered as included in the contract prices paid for the various items of concrete work and no additional compensation will be allowed therefor.

10-1.16 DRILL AND BOND DOWELS

Drilling and bonding dowels shall conform to the details shown on the plans, the provisions in Section 83-2.02D(1), "General," of the Standard Specifications and these special provisions.

Dowels shall conform to the provisions for bar reinforcement in "Reinforcement" elsewhere in these special provisions.

If reinforcement is encountered during drilling, before specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Unless otherwise provided, dowels to be bonded into drilled holes will be paid for as bar reinforcing steel (bridge).

Unless otherwise provided, drilling and bonding dowels will be measured and paid for by the linear foot determined by the number and the required depth of holes as shown on the plans, or as ordered by the Engineer.

The contract price paid per linear foot for drill and bond dowel shall include full compensation for furnishing all labor, materials (except reinforcing steel dowels), tools, equipment, and incidentals, and for doing all the work involved in drilling the holes, including coring through reinforcement when approved by the Engineer, and bonding the dowels, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.17 EPOXY CRACK INJECTION

Certain cracks in the existing concrete structure shall be prepared and filled with epoxy by pressure injection in conformance with the details shown on the plans and these special provisions.

The cracks to be so prepared and filled shall be only those designated by the Engineer.

MATERIALS.--The epoxy adhesive to be used for injecting into cracks in concrete shall be furnished in accordance with the provisions in Sections 95-1, "General," and 95-2.11, "Epoxy Resin Adhesive for Injection Grouting of Portland Cement Concrete Pavements (State Specifications 8040-01F-02)," of the Standard Specifications and these special provisions.

Where cracks of varying widths are to be filled, it may be necessary to use more than one epoxy formulation on the project.

PREPARATION.--Cracks to be filled shall be cleaned free of dust, silt, and any other material that would impair bond of epoxy to concrete. Cleaning shall be done with compressed air jets except that when such jets will not remove material from the cracks, the cracks shall be flushed with water under pressure. When flushing water is used, the water shall be blown out of the cracks with oil-free compressed air before epoxy is injected.

Suitable injection ports shall be inserted in the cracks at intervals not less than the thickness of the concrete being injected. At the end of a crack, the first port shall be about half this distance from the end. The spacing of the ports shall be adjusted so that the epoxy substantially fills the cracks.

The surface of crack between ports shall be sealed with tape or other temporary surface sealant which is capable of retaining the epoxy adhesive in the crack during pressure injection and until the epoxy has hardened.

INJECTION.--Epoxy adhesive shall be pumped into the cracks through the injection ports. The pump, hose, injection gun and appurtenances shall properly proportion and mix the epoxy and shall be capable of injecting the epoxy at a sufficient rate and pressure to completely fill all designated cracks. A suitable gasket shall be used on the head of the injection gun to prevent the adhesive from running down the face of the concrete. Pumping pressure shall be kept as low as practicable.

The temperature of the concrete shall be not less than 50° F or greater than 90° F. at the time epoxy is injected.

Before starting injection work and at hourly intervals during injection work when requested by the Engineer, a 3-fluid ounce sample of mixed epoxy shall be taken from the injection gun. Should these samples show any evidence of improper proportioning or mixing, injection work shall be suspended until the equipment or procedures are corrected.

The epoxy adhesive shall be forced into the first port at one end of a crack until adhesive runs in substantial quantity from the next adjacent port. The first port shall then be sealed and injection started at the next port. Injection shall then continue from port to port in this manner until the crack is fully injected. For slanting or vertical cracks, pumping shall start at the lower end of the crack. Where approximately vertical and horizontal cracks intersect, the vertical crack below the intersection shall be injected first. The ports shall be sealed by removing the fitting, filling the void with epoxy and covering with tape or surface sealant.

Sealing tape and temporary surface sealant shall remain in place until the epoxy has hardened.

On faces of concrete exposed to public view, sealant tape and other temporary surface sealant shall be removed when no longer required and any spillage of epoxy shall also be removed. No cleanup of surfaces not visible to the public will be required.

MEASUREMENT AND PAYMENT.--The basis of payment for inject crack (epoxy) shall be a total of the lengths of the cracks which are designated by the engineer to be injected and which have been filled with epoxy.

Where cracks are designated for injection on opposite sides of a concrete member and the epoxy adhesive injected on one side penetrates through the members to completely fill the crack on the opposite side, payment will be made for cracks on both sides, as though injection has been performed on both sides, except that no payment will be made for such cracks on the opposite side that were not designated by the Engineer for injection.

Where a crack designated for injection extends around a corner of a concrete member, the length of crack on both faces will be measured for payment.

The contract price paid per lineal foot for inject crack (epoxy) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and injecting the cracks in existing concrete, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.18 CORE CONCRETE

Coring concrete shall consist of coring holes through reinforced concrete bridge members as shown on the plans and in conformance with the requirements in 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.

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 from the local domestic water supply or shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO₄, nor shall it contain any impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

Water from core drilling operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into gutters or other drainage facilities.

Coring concrete will be measured and paid for by the linear foot as core concrete of the sizes listed in the Engineer's Estimate. The cored concrete will be measured along the centerline of the hole without deduction for expansion joints.

The contract price paid per linear foot for core concrete 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 work involved in coring the holes, including control of water from core drilling and repairing any damaged reinforcement, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

10-1.19 REINFORCEMENT

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

The first paragraph of Section 52-1.02A, "Bar Reinforcement," of the Standard Specifications is amended to read:

52-1.02A Bar Reinforcement.—Reinforcing bars shall be low-alloy steel deformed bars conforming to the requirements in ASTM Designation: A 706/A 706M, except that deformed or plain billet-steel bars conforming to the requirements in ASTM Designation: A 615/A 615M, Grade 40 or 60, may be used as reinforcement in the following:

1. Slope and channel paving;
2. Minor structures;
3. Sign and signal foundations (pile and spread footing types);
4. Roadside rest facilities; and
5. Concrete barrier Type 50 and Type 60 series and temporary railing.

Deformations specified in ASTM Designation: A 706/A 706M will not be required on bars used as spiral or hoop reinforcement in structures and concrete piles.

Section 52-1.02C, "Welded Wire Fabric," of the Standard Specifications is amended to read:

52-1.02C Welded Wire Fabric.—Welded wire fabric shall be either plain or deformed conforming to the requirements in ASTM Designation: A 185 or ASTM Designation: A 497, respectively.

Section 52-1.02D, "Reinforcing Wires and Plain Bars," of the Standard Specifications is amended to read:

52-1.02D Reinforcing Wire.—Wire used as reinforcement in structures and concrete piles, as shown on the plans, shall be cold drawn steel wire conforming to the specifications of ASTM Designation: A 82.

The third paragraph of 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," of the Standard Specifications 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 Bar Reinforcement," of the Standard Specifications. The Certificate of Compliance shall include all 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 last paragraph of Section 52-1.07, "Placing," of the Standard Specifications is amended to read:

Whenever a portion of an assemblage of bar reinforcing steel that is not encased in concrete exceeds 20 feet in height, the Contractor shall submit to the Engineer for approval, in accordance with the provisions in Section 5-1.02, "Plans and Working Drawings," working drawings and design calculations for the temporary support system to be used. The working drawings and design calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California. The temporary support system shall be designed to resist all expected loads and shall be adequate to prevent collapse or overturning of the assemblage. If the installation of forms or other work requires revisions to or temporary release of any portion of the temporary support system, the working drawings shall show the support system to be used during each phase of construction. The minimum horizontal wind load to be applied to the bar reinforcing steel assemblage, or to a combined assemblage of reinforcing steel and forms, shall be not less than 20 pounds per square foot on the gross projected area of the assemblage.

The sixth paragraph of Section 52-1.08, "Splicing," of the Standard Specifications is amended to read:

Except when otherwise specified, mechanical lap splicing shall conform to the details shown on the plans, the requirements for mechanical butt splices as specified in this Section 52-1.08, and Sections 52-1.08C, "Mechanical Butt Splices," 52-1.08D, "Qualification of Welding and Mechanical Splicing," and 52-1.08E, "Job Control Tests," and the following:

The mechanical lap splice shall be a unit consisting of a sleeve, in which the reinforcing bars are positioned, and a wedge driven through holes in the sleeve and between the reinforcing bars. The mechanical lap splice shall only be used for splicing non-epoxy-coated deformed reinforcing bars Nos. 4, 5 and 6.

The eighth and ninth paragraphs of Section 52-1.08, "Splicing," of the Standard Specifications are amended to read:

Unless otherwise shown on the plans or approved by the Engineer, splices in adjacent reinforcing bars at any particular section shall be staggered. The minimum distance between staggered lap splices or mechanical lap splices shall be the same length required for a lapped splice in the largest bar. The minimum distance between staggered butt splices shall be 2 feet. Distances shall be measured between the midpoints of the splices along a line which is centered between the axes of the adjacent bars.

Completed butt splices shall develop a minimum tensile strength, based on the nominal bar area, of 63,000 psi for ASTM Designation: A 615/A 615M Grade 40 bars, and of 80,000 psi for ASTM Designation: A 615/A 615M Grade 60 and ASTM Designation: A 706/A 706M bars. If butt splices are made between two bars of dissimilar strengths, the minimum required tensile strength for the splice shall be that required for the weaker bar.

The second sentence of the eleventh paragraph of Section 52-1.08, "Splicing," of the Standard Specifications is amended to read:

Job control tests shall be made on sample splices representing each lot of mechanical butt splices as provided in Section 52-1.08E, "Job Control Tests."

Section 52-1.08B, "Butt Welded Splices," of the Standard Specifications is amended to read:

52-1.08B Butt Welded Splices.— Butt welded splices in reinforcing bars shall be complete joint penetration butt welds conforming to the requirements in AWS D1.4, and the requirements of these specifications and the special provisions. At the option of the Contractor, shop produced resistance butt welds, that are produced by a fabricator who is approved by the Transportation Laboratory, may be used. These welds shall conform to the requirements of these specifications and the special provisions

Only the joint details and dimensions as shown in Figure 3.2, "Direct Butt Joints," of AWS D 1.4-92, shall be used for making complete joint penetration butt welds of bar reinforcement. Split pipe backing shall not be used.

Material used as backing for complete joint penetration butt welds of bar reinforcement shall be a flat plate conforming to the requirements of ASTM Designation: A 709, Grade 36. The flat plate shall be 0.25-inch thick with a width, as measured perpendicular to the axis of the bar, equal to the nominal diameter of the bar, and a length which does not exceed twice the nominal diameter of the bar. The flat plate backing shall be fitted tightly to the bar with the root of the weld centered on the plate. Any bar deformation or obstruction preventing a tight fit shall be ground smooth and flush with the adjacent surface. Tack welds used to fit backing plates shall be within the weld root area so that they are completely consumed by the finished weld. Backing plates shall not be removed.

Butt welds shall be made with multiple weld passes using a stringer bead without an appreciable weaving motion. The maximum stringer bead width shall be 2.5 times the diameter of the electrode and slagging shall be performed between each weld pass. Weld reinforcement shall not exceed 1/8-inch in convexity.

Before any electrodes or flux-electrode combinations are used, the Contractor, at the Contractor's expense, shall furnish certified copies of test reports for all the pertinent tests specified in AWS A5.1, AWS A5.5, AWS A5.18 or AWS A5.20, whichever is applicable, made on electrodes or flux-electrode combinations of the same class, brand and nearest specified size as the electrodes to be used. The tests may have been made for process qualification or quality control, and shall have been made within one year prior to manufacture of the electrodes and fluxes to be used. The report shall include the manufacturer's certification that the process and material requirements were the same for manufacturing the tested electrodes and the electrodes to be used. The forms and certificates shall be as directed by the Engineer.

Electrodes for manual shielded metal arc welding of ASTM Designation: A 615/A 615M, Grade 60 bars shall conform to the requirements of AWS A5.5 for E9018-M or E10018-M electrodes.

Electrodes for manual shielded metal arc welding of ASTM Designation: A 706/A 706M bars shall conform to the requirements of AWS A5.5 for E8016-C3 or E8018-C3 electrodes.

Solid and composite electrodes for semiautomatic gas metal-arc and flux-cored arc welding of Grade 40 reinforcing bars shall conform to the requirements of AWS A5.18 for ER70S-2, ER70S-3, ER70S-6 or ER70S-7 electrodes; or AWS A5.20 for E70T-1, E70T-5, E70T-6 or E70T-8 electrodes.

Electrodes for semiautomatic welding of ASTM Designation: A 615/A 615M, Grade 60 and ASTM Designation: A 706/A 706M bars shall produce a weld metal deposit with properties conforming to the requirements of Section 5.3.4 of AWS D1.1-96 for ER80S-Ni1, ER80S-Ni2, ER80S-Ni3, ER80S-D2, E90T1-K2 and E91T1-K2 electrodes.

Reinforcing bars shall be preheated for a distance of not less than 6 inches on each side of the joint prior to welding.

For all welding of ASTM Designation: A 615/A 615M, Grade 40 or Grade 60 bars, the requirements of Table 5.2, "Minimum Preheat and Interpass Temperatures," of AWS D1.4-92 are superseded by the following:

The minimum preheat and interpass temperatures shall be 400° F. for Grade 40 bars and 600° F. for Grade 60 bars. Immediately after completing the welding, at least 6 inches of the bar on each side of the splice shall be covered by an insulated wrapping to control the rate of cooling. The insulated wrapping shall remain in place until the bar has cooled below 200° F.

When welding different grades of reinforcing bars, the electrode shall conform to Grade 40 bar requirements and the preheat shall conform to the Grade 60 bar requirements.

In the event that any of the specified preheat, interpass and post weld cooling temperatures are not met, all weld and heat affected zone metal shall be removed and the splice rewelded.

Welding shall be protected from air currents, drafts, and precipitation to prevent loss of heat or loss of arc shielding. The method of protecting the welding area from loss of heat or loss of arc shielding shall be subject to approval by the Engineer.

Reinforcing bars shall not be direct butt spliced by thermite welding.

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

52-1.08C Mechanical Butt Splices.—Mechanical butt splices shall be the sleeve-filler metal type, the sleeve-threaded type, the sleeve-swaged type, the sleeve-filler grout type, the sleeve-lockshear bolt type, the two-part sleeve-formed bar type, or the two-part sleeve-friction bar type, at the option of the Contractor.

The following is added after the third paragraph of Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications:

Slip requirements shall not apply to mechanical lap splices.

The following is added after Section 52-1.08C(3), "Sleeve-Swaged Mechanical Butt Splices," of the Standard Specifications:

52-1.08C(4) Sleeve-Filler Grout Mechanical Butt Splices.—The sleeve-filler grout type of mechanical butt splices shall consist of a steel splice sleeve that fits closely over the reinforcing bars with a non-shrink grout filler in the annular space between the reinforcing bars and the sleeve and between the ends of the reinforcing bars.

No vibration or movement of the reinforcing steel or sleeve at the splice shall be allowed while the splice is developing sufficient strength to support the reinforcing bars. The Contractor shall submit complete details of the bracing and clamping system to eliminate all vibration or movement at the splice during setup of the filler in accordance with the provisions in Section 5-1.02, "Plans and Working Drawings."

52-1.08C(5) Sleeve-Lockshear Bolt Mechanical Butt Splices.—The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, 2 serrated steel strips welded to the inside of the sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off and the bolt ends are embedded in the reinforcing bars.

52-1.08C(6) Two-Part Sleeve-Forged Bar Mechanical Butt Splices.—The two-part sleeve-forged bar type of mechanical butt splices shall consist of a shop machined two-part threaded steel sleeve that interlocks two hot-forged reinforcing bars ends. The forged bar ends may be either shop produced or field produced.

52-1.08C(7) Two-Part Sleeve-Friction Bar Mechanical Butt Splices.—The two-part sleeve-friction bar type of mechanical butt splices shall consist of a shop machined two-part threaded steel sleeve whose ends are friction welded, in the shop, to the reinforcing bars ends.

The third paragraph of Section 52-1.08D, "Qualification of Welding and Mechanical Splicing," of the Standard Specifications is amended to read:

Resistance butt welds shall be produced by a fabricator approved by the Transportation Laboratory.

Each operator qualification test for mechanical splices shall consist of 2 sample splices. Each mechanical splice procedure test shall consist of 2 sample splices.

For sleeve-filler, sleeve-threaded, sleeve-lockshear bolt and two-part sleeve friction bar mechanical butt splices, all sample splices shall be made on the largest reinforcing bar size to be spliced by the procedure or operator being tested except that No. 14 bars may be substituted for No. 18 bars.

For sleeve-swaged and two-part sleeve-forged mechanical butt splices, and mechanical lap splices, all sample splices shall be made on the largest reinforcing bar size of each deformation pattern to be spliced by the procedure or operator being tested. When joining new reinforcing bars to existing reinforcement, the qualification test sample bars shall be made with the deformation pattern of the new reinforcement to be joined.

Section 52-1.08E, "Job Control Tests," of the Standard Specifications is amended to read:

52-1.08E Job Control Tests.—When mechanical butt splices, shop produced complete joint penetration butt welded splices, or shop produced resistance butt welded splices are used, the Contractor shall furnish job control tests from a local qualified testing laboratory. A job control test shall consist of the fabrication, under conditions used to produce the splice, and the physical testing of 3 sample splices for each lot of 150 splices.

A lot of mechanical butt splices is defined as 150, or fraction thereof, of the same type of mechanical butt splices used for each combination of bar size and bar deformation pattern that is used in the work.

A lot of shop produced complete joint penetration butt welded splices, or shop produced resistance butt welded splices, is defined as 150, or fraction thereof, of the same type of welds used for each combination of bar size and bar deformation pattern that is used in the work.

When joining new reinforcing bars to existing reinforcement, the job control test shall be made using only the deformation patterns of the new reinforcement to be joined.

A sample splice shall consist of a splice made at the job site to connect two 30-inch, or longer, bars using the same splice materials, position, location, and equipment, and following the same procedures as are being used to make splices in the work. Shorter sample splice bars may be used if approved by the Engineer.

Sample splices shall be made and tested in the presence of the Engineer or the Engineer's authorized representative.

Sample splices shall be suitably identified with weatherproof markings prior to shipment to the testing laboratory.

For sleeve-threaded mechanical butt splices, the reinforcing bars to be used for job control tests shall be fabricated on a random basis during the cutting of threads on the reinforcing bars of each lot and shipped to the job site with the material they represent.

For shop produced complete joint penetration butt welds, shop produced resistance butt welded splices and all types of mechanical butt splices, except the sleeve-threaded type, the Engineer will designate when samples for job control tests are to be fabricated, and will determine the limits of the lot represented by each job control test.

Should the average of the results of tests made on the 3 sample splices or should more than one sample splice in any job control test fail to meet the requirements for splices, all splices represented by that test will be rejected in accordance with the provisions in Section 6-1.04, "Defective Materials," of the Standard Specifications. This rejection shall prevail unless the Contractor, at the Contractor's expense, obtains and submits evidence, of a type acceptable to the Engineer, that the strength and quality of the splices in the work are acceptable.

Section 52-1.08F, "Nondestructive Splice Tests" of the Standard Specifications is amended to read:

52-1.08F Nondestructive Splice Tests.—All required radiographic examinations of complete joint penetration butt welded splices shall be performed by the Contractor in accordance with the requirements of AWS D 1.4 and these specifications.

Prior to radiographic examination, welds shall meet the requirements of Section 4.4, "Quality of Welds," of AWS D1.4-92.

Radiographic examinations shall be performed on 25 percent of all complete joint penetration butt welded splices from a production lot. The size of a production lot will be a maximum of 100 splices. The Engineer will select the splices which will compose the production lot and also the splices within each production lot to be radiographically examined.

Should more than 12 percent of the splices which have been radiographically examined in any production lot be defective, an additional 25 percent of the splices, selected by the Engineer from the same production lot, shall be radiographically examined. Should more than 12 percent of the cumulative total of splices tested from the same production lot be defective, all remaining splices in the lot shall be radiographically examined.

Additional radiographic examinations performed due to the identification of defective splices shall be at the Contractor's expense.

All defects shall be repaired in accordance with the requirements of AWS D1.4.

Radiographic examinations will not be required for either shop produced complete joint penetration butt welds or shop produced resistance butt welded splices of No. 8 or smaller bars used as spiral or hoop reinforcement.

In addition to radiographic examinations performed by the Contractor, any mechanical or welded splice may be subject to inspection or nondestructive testing by the Engineer. The Contractor shall provide sufficient access facilities in the shop and at the jobsite to permit the Engineer or his agent to perform the inspection or testing.

The Contractor shall notify the Engineer in writing 48 hours prior to performing any radiographic examinations.

The radiographic procedure used shall conform to the requirements of ASME Boiler and Pressure Vessels Code, Section V, Article 2 and the following:

Two exposures shall be made for each complete joint penetration butt welded splice. For each of the two exposures, the radiation source shall be centered on each bar to be radiographed. The first exposure shall be made with the radiation source placed at zero degrees from the top of the weld and perpendicular to the weld root and identified with a station mark of "0." When obstructions prevent a zero degree placement of the radiation source for the first exposure, and when approved in writing by the Engineer, the source may be rotated, around the centerline of the reinforcing bar, a maximum of 25 degrees. The second exposure shall be at 90 degrees to the "0" station mark and shall be identified with a station mark of "90."

For field produced complete joint penetration butt welds, no more than one weld shall be radiographed during one exposure. For shop produced complete joint penetration butt welds, if more than one weld is to be radiographed during one exposure, the angle between the root line of each weld and the direction to the radiation source shall be not less than 65 degrees.

Radiographs shall be made by either X-ray or gamma ray. Radiographs made by X-ray or gamma rays shall have densities of not less than 2.3 nor more than 3.5 in the area of interest. A tolerance of 0.05 in density is allowed for densitometer variations. Gamma rays shall be from the iridium 192 isotope and the emitting specimen shall not exceed 0.175-inch in the greatest diagonal dimension.

The radiographic film shall be placed perpendicular to the radiation source at all times; parallel to the root line of the weld unless source placement determines that the film must be turned; and as close to the root of the weld as possible.

The minimum source to film distance shall be maintained so as to insure that all radiographs maintain a maximum geometric unsharpness of 0.020 at all times, regardless of the size of the reinforcing bars.

Penetrators shall be placed on the source side of the bar and perpendicular to the radiation source at all times. One penetrator shall be placed in the center of each bar to be radiographed, perpendicular to the weld root, and adjacent to the weld. Penetrator images shall not appear in the weld area.

When radiography of more than one weld is being performed per exposure, each exposure shall have a minimum of one penetrometer per bar, or 3 penetrometers per exposure. When 3 penetrometers per exposure are used, one penetrometer shall be placed on each of the 2 outermost bars of the exposure, and the remaining penetrometer shall be placed on a centrally located bar.

An allowable weld buildup of 1/8 inch may be added to the total material thickness when determining the proper penetrometer selection. No image quality indicator equivalency will be accepted. Wire penetrometers or penetrometer blocks shall not be used.

Penetrometers shall be sufficiently shimmed using a radiographically identical material. Penetrometer image densities shall be a minimum of 2.0 and a maximum of 3.6.

All radiographic film shall be Class 1, regardless of the size of reinforcing bars.

Radiographs shall be free of film artifacts and processing defects, including, but not limited to, streaks, scratches, pressure marks, or marks made for the purpose of identifying film or welding indications.

Each splice shall be clearly identified on each radiograph and the radiograph identification and marking system shall be established between the Contractor and the Engineer before radiographic inspection begins. Film shall be identified by lead numbers only; etching, flashing, or writing in identifications of any type will not be permitted. Each piece of film identification information shall be legible and shall include, as a minimum, the following information: Contractor's name, date, name of nondestructive testing firm, initials of radiographer, contract number, part number, and weld number. The letter "R" and repair number shall be placed directly after the weld number to designate a radiograph of a repaired weld.

Radiographic film shall be developed within a time range of one minute less to one minute more than the film manufacturer's recommended maximum development time. Sight development will not be allowed.

Processing chemistry shall be done with a consistent mixture and quality, and processing rinses and tanks shall be clean to ensure proper results. Records of all developing processes and any chemical changes to the developing processes shall be kept and furnished to the Engineer upon request. The Engineer may request, at any time, that a sheet of unexposed film be processed in the presence of the Engineer to verify processing chemical and rinse quality.

All radiographs shall be interpreted and graded by a Level II or Level III technician who is qualified in accordance with the American Society for Nondestructive Testing's Recommended Practice No. SNT-TC-1A. The results of these interpretations shall be recorded on a signed certification and a copy kept with the film packet.

Technique sheets prepared in accordance with ASME Boiler and Pressure Vessels Code, Section V, Article 2 Section T-291 shall also contain the developer temperature, developing time, fixing duration and all rinse times.

All radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the Contractor's Quality Control Manager (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 Contractor's Quality Control Plan (QCP). In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the Contractor's QCP.

MEASUREMENT AND PAYMENT.--Measurement and payment for reinforcement in structures shall conform to the provisions in Sections 52-1.10, "Measurement," and 52-1.11, "Payment," of the Standard Specifications and these special provisions.

Rigging anchor shall conform to the provisions in Section 75, "Miscellaneous Metal", of the Standard Specifications.

Full compensation for rigging anchor shall be considered as included in the contract price paid per pound for bar reinforcing steel (bridge) and no additional payment will be allowed therefor.

10-1.20 STEEL STRUCTURES

Construction of steel structures shall conform to the provisions in Section 55, "Steel Structures," of the Standard Specifications and these special provisions.

GENERAL

Where shown on the plans, existing girders shall be trimmed as necessary, to facilitate placement of girder end plate.

Attention is directed to "Welding Quality Control" of these special provisions.

The first paragraph in Section 55-1.02, "Drawings," of the Standard Specifications is amended to read:

55-1.02 Drawings.—The Contractor shall submit working drawings for structural steel to the Office of Structure Design, Documents Unit, P.O. Box 942874, Mail Stop 9, Sacramento, California 94274-0001 (1801 30th Street, Sacramento, CA 95816), telephone (916) 227-8230, for approval in accordance with the provisions in Section 5-1.02, "Plans and Working Drawings." For initial review, 6 sets of the drawings shall be submitted for highway bridges and

10 sets shall be submitted for railroad bridges. After review, between 6 and 12 sets, as requested by the Engineer, shall be submitted to the Office for final approval and for use during construction.

Paragraphs 7 through 9 of Section 55-1.02, "Drawings," of the Standard Specifications are amended to read:

At the completion of each structure on the contract, one set of reduced prints on 20 pound (minimum) bond paper, 11 inches by 17 inches in size, of the corrected original tracings of all working drawings for each structure 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.

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.

For railroad bridges, in addition to the reduced prints of the working drawings, the Contractor shall furnish to the Engineer one set of working drawings consisting of either ink tracings on cloth, ink tracings on polyester base drafting film, silver sensitized cloth duplicate tracings, or silver sensitized polyester based reproduction films with matte surface on both sides.

MATERIALS

The first paragraph, including the material table, in Section 55-2.01, "Description," of the Standard Specifications is amended to read:

55-2.01 Description.—The various materials shall conform to the specifications of ASTM as listed in the following tabulation with certain modifications and additions as specified:

MATERIAL	SPECIFICATION
Structural steel	ASTM Designation: A 709/A 709M, Grade 36 [250] or A 36/A 36M ^(a)
High strength low alloy columbium vanadium steel	ASTM Designation: A 709/A 709M, Grade 50 [345] or A 572/A 572M, Grade 50 [345] ^(a)
High strength low alloy structural steel	ASTM Designation: A 709/A 709M, Grade 50W [345 W] or A 588/A 588M ^(a)
High-yield strength, quenched and tempered alloy steel plate suitable for welding	ASTM Designation: A 709/A 709M, Grade 100 [690] and Grade 100W [690W] or A 514/A 514M ^(a)

Steel fasteners for general applications:	
Bolts and studs which include threaded rods and nonheaded anchor bolts	ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55
Nuts	ASTM Designation: A 563 including Appendix X1 ^(b,c)
Washers	ASTM Designation: F 844
High strength steel fasteners:	
Bolts for structural steel joints	ASTM Designation: A 325 or A 325M
Bolts and studs which include threaded rods and nonheaded anchor bolts, for general applications	ASTM Designation: A 449
Nuts	ASTM Designation: A 563 including Appendix X1 ^(b) or A 563M including Appendix X1 ^(b,c)
Washers	ASTM Designation: F 436 or F 436M
Direct tension indicators	ASTM Designation: F 959 or F 959M, zinc coated
Carbon steel for forgings, pins and rollers	ASTM Designation: A 668/A 668M, Class D
Alloy steel for forgings	ASTM Designation: A 668/A 668M, Class G
Pin nuts	ASTM Designation: A 36/A 36M
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
Carbon steel structural tubing	ASTM Designation: A 500, Grade B or A 501
Steel pipe (Hydrostatic testing will not apply)	ASTM Designation: A 53, Type E or S, Grade B; A 106, Grade B; or A 139, Grade B
Stud connectors	ASTM Designation: A 108 and ANSI/AASHTO/AWS D1.5
<p>(a) Grades that may be substituted for the equivalent ASTM Designation: A 709 steel, at the Contractor's option, subject to the modifications and additions specified and to the requirements of A 709.</p> <p>(b) Nuts made and marked in accordance with the requirements of ASTM Designation: A 194/A 194M, Grade 2H are an acceptable substitution for heavy hex nuts complying with ASTM Designation: A 563, Grade DH. This substitution is permitted, provided that the zinc coating, overtapping, lubrication, rotational capacity requirements and testing of the substituted nuts meet the same requirements as specified for the A 563 nuts, including all supplementary requirements. Proof load testing and stresses required for ASTM A 194 zinc-coated nuts shall be the same as required for ASTM A 194 plain uncoated nuts.</p> <p>(c) All zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.</p>	

The second paragraph in Section 55-2.01, "Description," of the Standard Specifications is deleted.
The fifth paragraph in Section 55-2.01, "Description," of the Standard Specifications is amended to read:

All structural steel plate used for the fabrication of tension members, tension flanges, eyebars and hanger plates and for splice plates of tension members, tension flanges and eyebars shall meet the longitudinal Charpy V-notch impact value requirements specified herein. Sampling procedures shall conform to the provisions in ASTM Designation: A 673/A 673M. The H (Heat) frequency of testing shall be used for structural steels conforming to ASTM Designations: A 709/A 709M, Grades 36, 50 and 50W. The P (Piece) frequency of testing shall be used for structural steel conforming to ASTM Designation: A 709/A 709M, Grades 100 and 100W. Charpy V-notch impact values shall be determined in accordance with ASTM Designation: E 23.

The first paragraph in Section 55-2.02, "Structural Steel," of the Standard Specifications is amended to read:

55-2.02 Structural Steel.—Unless otherwise specified or shown on the plans, all structural steel plates, shapes and bars shall conform to ASTM Designation: A 709/A 709M, Grade 36.

FABRICATION

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

55-3.05 Facing and Bearing Surfaces.—Surfaces of bearing and base plates and other metal bearing surfaces that are to come in contact with each other or with ground concrete surfaces or with asbestos sheet packing shall be flat to within 1/32 inch tolerance in 12 inches and to within 1/16 inch tolerance overall. Surfaces of bearing and base plates and other metal bearing surfaces that are to come in contact with preformed fabric pads, elastomeric bearing pads or portland cement mortar shall be flat to within 1/8 inch tolerance in 12 inches and to within 3/16 inch tolerance overall.

Paragraphs 1 through 5 of Section 55-3.14, "Bolted Connections," of the Standard Specifications are amended to read:

55-3.14 Bolted Connections.—Bolted connections, unless otherwise shown on the plans or specified in the special provisions, shall be made with high-strength steel fastener assemblies. Fastener assemblies for high-strength connections shall be either 1) a high-strength steel bolt, nut and washer assembly, 2) a tension control bolt assembly, or 3) a high-strength bolt, nut and washer with a direct tension indicator (DTI).

When threaded studs are shown on the plans to be used in high-strength fastener assemblies, these assemblies shall conform to the requirements specified herein for high-strength fastener assemblies.

Bolted connections using high-strength fastener assemblies shall conform to the "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts," approved by the Research Council on Structural Connections of the Engineering Foundation (RCSC Specification), and the requirements of these special provisions.

When reference is made to the RCSC Specification, the "Allowable Stress Design" version shall be used when allowable stress design is shown on the plans and the "Load and Resistance Factor Design" version shall be used when load and resistance factor design is shown on the plans.

All connections made with high-strength fastener assemblies shall be tensioned and inspected after tensioning, whether classified as a slip critical or bearing type connection, unless otherwise designated on the plans.

All high-strength bolts shall be installed with a hardened washer under the nut or bolt head, whichever is the element turned in tightening. Nuts shall be located, wherever practicable, on the side of the member that will not be visible from the traveled way. Nuts for bolts that will be partially embedded in concrete shall be located on the side of the member that will be encased in concrete.

All fastener assemblies used in any one joint of a high-strength bolted connection shall be from the same rotational capacity lot.

The Contractor shall provide, calibrate and maintain all equipment and tools necessary for the preliminary testing, installation and inspection of all fasteners.

Bolt tension measuring devices and torque wrenches shall be calibrated within one year prior to first being used on the job, and a minimum of once each year thereafter. This calibration shall be done by a qualified independent laboratory or authorized warranty repair and calibration center recognized by the tool manufacturer. Bolt tension measuring devices shall be calibrated, to within one percent of the actual tension value, with a minimum of 4 verification readings evenly spaced over a range of 20 to 80 percent of full scale. All torque wrenches shall have either a dial gage or digital read-out. Torque wrenches shall be calibrated, to within 2 percent of the actual torque value, with a minimum of 4 verification readings evenly spaced over a range of 20 to 100 percent of full scale. All test equipment used for certification and calibration standards shall be traceable to the National Institute of Standards and Technology.

Prior to the use of bolt tension measuring devices or torque wrenches, the Contractor shall furnish to the Engineer certificates of calibration with plots of verification readings for each device or wrench.

In addition to the submittals required in Section 55-1.03, "Inspection," of the Standard Specifications, the Contractor shall furnish certified test reports of tests on fastener components and fastener assemblies performed prior to shipment to the job-site. Certified test reports for fastener components and fastener assemblies shall be furnished to the Engineer prior to use of the fastener assembly. The certified test reports shall include the rotational capacity lot numbers for fastener assemblies supplied and test reports specified in the "Certification," "Report," "Number of Tests and Retests," and "Certification and Test Report" sections in the appropriate ASTM specifications for the fastener components. In addition, certified test reports as specified in the "Certification and Test Report" section of ASTM Designation: A 325 shall be provided for any type of bolt used in a fastener assembly.

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

55-3.14B Surface Preparation.—Contact surfaces of all high-strength bolted connections shall be cleaned and coated before assembly in accordance with the provisions for cleaning and painting structural steel in the special provisions.

55-3.14C Installation.—If water soluble lubricants are used on nuts, fastener installation will not be permitted when surface moisture is present at any high-strength bolted connection. The Engineer may require the Contractor to perform additional installation tension tests before fastener installation and tensioning is performed at any high-strength bolted connection during inclement weather.

Bolts shall be tightened to the required tension by use of a calibrated power wrench, a calibrated manual torque wrench, the turn-of-nut method, or by using mechanically zinc coated direct tension indicators.

The threaded ends of fastener assemblies, where first full formed threads are present, shall be at least flush with, but not extend more than 1/4-inch beyond, the outer face of the nut. A maximum of one additional hardened washer may be installed under the non-turning element of the fastener assembly. The threaded ends of studs, rods and anchor bolts, shall extend at least 1/8-inch beyond the outer face of the nut.

Larger bolts, having diameters up to 1/4-inch greater than the diameter of the bolt shown on the plans, may be used if approved by the Engineer provided that spacing and edge distance requirements for the larger bolt are met and the net section is adequate.

When direct tension indicators are used, one DTI shall be installed under each bolt head with the DTI protrusions contacting the bearing surface of the bolt head. To tension the bolt, the bolt head shall be held stationary and the nut turned. Unless otherwise specified, manufacturer's installation procedures shall be followed. Each bolt shall be tensioned in at least 2 tightening stages until at least 50% of the gaps on each DTI are greater than zero and less than 0.005 inch. Complete crushing of all DTI protrusions (0 gaps) is not permitted on any given DTI and will be cause for rejection.

Tension control bolts shall have a splined end extending beyond the threaded portion of the bolt that shears off after the specified minimum bolt tension has been attained. During installation, the torque required to turn the nut on the tension control bolt shall be counterbalanced by the torsion shear resistance of the splined end of the bolt. The same type of bolt head and head orientation shall be used within any one high-strength bolted connection.

55-3.14D Rotational Capacity Testing Prior to Shipment to Job Site.—Rotational capacity tests shall be performed on all fastener assemblies prior to shipment to the job-site. Galvanized assemblies shall be tested as galvanized. One washer shall be used under each nut for all tests.

Each combination of bolt production lot, nut lot and washer lot shall be tested as an assembly.

A rotational capacity lot number shall be assigned to each combination of lots tested. Each shipping unit of fastener assemblies shall be plainly marked with the rotational capacity lot number.

Two fastener assemblies from each rotational capacity lot shall be tested.

The following equipment, procedure and acceptance criteria shall be used to perform rotational capacity tests on, and determine acceptance of long bolts. Long bolts are fasteners that can achieve full nut thread engagement when installed in a bolt tension measuring device.

Long Bolt Test Equipment:

1. Calibrated bolt tension measuring device with adequate tension capacity for the bolts being tested.
2. Calibrated dial or digital torque wrench. A torque multiplier may be required for large diameter bolts.
3. Washers having an inside diameter no more than 1/16 inch greater than the nominal diameter of the bolt to be tested. Spacers with the same inside diameter and equal or larger outside diameter as the washers may also be required.
4. Steel beam or member, such as a girder flange or cross frame, to which the bolt tension measuring device will be attached. The device must be accessible from the ground.

Long Bolt Test Procedure:

1. Measure the bolt length. The bolt length is the distance from the end of the threaded portion of the shank to the underside of the bolt head.
2. Install the nut on the bolt so that 3 to 5 full threads of the bolt are located between the bearing face of the nut and the underside of the bolt head. Measure and record the thread stickout of the bolt. Thread stickout is determined by measuring the distance from the outer face of the nut to the end of the threaded portion of the shank.

3. Insert the bolt into the bolt tension measuring device and install the required number of washers, and any additional spacers as needed, directly beneath the nut to produce the thread stickout measured in Step 2.
4. Tighten the nut using a hand wrench to a snug-tight condition. The snug tension shall not be less than the Table A value but may exceed the Table A value by a maximum of 2 kips.

Table A

Fastener Assembly Tension Values to Approximate Snug-Tight Condition	
Bolt Diameter (inch)	Snug Tension (kips)
1/2	1
5/8	2
3/4	3
7/8	4
1	5
1 1/8	6
1 1/4	7
1 3/8	9
1 1/2	10

5. Match-mark the assembly by placing aligning marks on one corner of the nut, across the flat on the end of the bolt, and a heavy reference line on the face plate of the bolt tension measuring device. Place an additional mark on the outside of the socket that lines up with the mark on the nut corner so that it is visible while turning the nut. Make an additional small mark on the face plate, either 2/3 of a turn, one turn, or 1 1/3 turn clockwise from the heavy reference line, depending on the bolt length being tested as shown in Table B.

Table B

Required Nut Rotation for Rotational Capacity Tests ^(a,b)	
Bolt Length (measured in Step 1)	Required Rotation (turn)
4 bolt diameters or less	2/3
Greater than 4 bolt diameters but no more than 8 bolt diameters	1
Greater than 8 bolt diameters ^(c)	1 1/3
<p>(a) Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For bolts installed by 1/2 turn and less, the tolerance shall be plus or minus 30 degrees; for bolts installed by 2/3 turn and more, the tolerance shall be plus or minus 45 degrees.</p> <p>(b) Applicable only to connections in which all material within grip of the bolt is steel.</p> <p>(c) When bolt lengths exceed 12 diameters, the required rotation must be determined by actual tests in a suitable tension device simulating the actual conditions.</p>	

6. Tension the bolt by turning the nut to achieve the applicable minimum tension value listed in Table C. After reaching this tension, record the moving torque, in foot-pounds, required to turn the nut, and also record the corresponding bolt tension value in pounds. Torque must be measured with the nut in motion. Calculate the value, T, $T = [(\text{the measured tension in pounds}) \times (\text{the bolt diameter in inches}) / 48]$.

Table C

Minimum Tension Values for Fastener Assemblies	
Bolt Diameter (inch)	Minimum Tension (kips)
1/2	12
5/8	19
3/4	28
7/8	39
1	51
1 1/8	56
1 1/4	71
1 3/8	85
1 1/2	103

7. Tension the nut further until the rotation listed in Table B is reached. The rotation is measured from the heavy reference line made on the face plate after the bolt was snug-tight. Record this bolt tension.
8. Loosen and remove the nut and examine the threads on both the nut and bolt.

Long Bolt Acceptance Criteria:

An assembly must pass all of the following requirements to be acceptable: 1) the measured moving torque (Step 6) must be less than or equal to the calculated torque value, T (Step 6), 2) the bolt tension measured in Step 7 must be greater than or equal to the applicable turn test tension value listed in Table D, 3) the nut must be able to be removed from the bolt without signs of thread stripping or galling after the required rotation in Step 7 has been achieved, 4) the bolt does not shear from torsion or fail during the test and 5) the assembly does not seize before the final rotation in Step 7 is reached. Elongation of the bolt in the threaded region between the bearing face of the nut and the underside of the bolt head will not be considered a failure. Both assemblies tested from one rotational capacity lot must pass for the rotational capacity lot to be acceptable.

Table D

Turn Test Tension Values	
Bolt Diameter (inch)	Turn Test Tension (kips)
1/2	14
5/8	22
3/4	32
7/8	45
1	59
1 1/8	64
1 1/4	82
1 3/8	98
1 1/2	118

The following equipment, procedure and acceptance criteria shall be used to perform rotational capacity tests on and determine acceptance of short bolts. Short bolts are fasteners that cannot achieve full nut thread engagement when installed in a bolt tension measuring device.

Short Bolt Test Equipment:

1. Calibrated dial or digital torque wrench. A torque multiplier may be required for large diameter bolts.
2. Spud wrench or equivalent.
3. Washers having an inside diameter no more than 1/16 inch greater than the nominal diameter of the bolt to be tested. Spacers with the same inside diameter and equal or larger outside diameter as the washers may also be required.

4. Steel plate or girder with a hole to install bolt. The hole size shall be 1/16 inch greater than the nominal diameter of the bolt to be tested. Any girder having an appropriately sized bolt hole and plate thickness with washers, and any additional spacers as needed, which will provide the proper number of threads within the grip, as required in Step 2 below, may be used.

Short Bolt Test Procedure:

1. Measure the bolt length. The bolt length is the distance from the end of the threaded portion of the shank to the underside of the bolt head.
2. Install the nut on the bolt so that 3 to 5 full threads of the bolt are located between the bearing face of the nut and the underside of the bolt head. Measure and record the thread stickout of the bolt. Thread stickout is determined by measuring the distance from the outer face of the nut to the end of the threaded portion of the shank.
3. Install the bolt into a hole on the plate or girder and install the required number of washers, and any additional spacers as needed, between the bearing face of the nut and the underside of the bolt head to produce the thread stickout measured in Step 2.
4. Tighten the nut using a hand wrench to a snug-tight condition. The snug condition shall be the full manual effort applied to the end of a 12-inch long wrench. This applied torque shall not exceed 20% of the maximum allowable torque in Table E.

Table E

Maximum Allowable Torque for Fastener Assemblies	
Bolt Diameter (inch)	Torque (ft-lbs)
1/2	145
5/8	285
3/4	500
7/8	820
1	1220
1 1/8	1500
1 1/4	2130
1 3/8	2800
1 1/2	3700

5. Match-mark the assembly by placing aligning marks on one corner of the nut, across the flat on the end of the bolt, and a heavy reference line on the steel plate or girder. Place an additional mark on the outside of the socket that lines up with the mark on the nut corner so that it is visible while turning the nut. Make two additional small marks on the steel plate or girder, one 1/3 of a turn and one 2/3 of a turn clockwise from the heavy reference line on the steel plate or girder.
6. Using the torque wrench, tighten the nut to the rotation value listed in Table F. The rotation is measured from the heavy reference line described in Step 5 made after the bolt was snug-tight. A second wrench must be used to prevent rotation of the bolt head during tightening. Measure and record the moving torque after this rotation has been reached. The torque must be measured with the nut in motion.

Table F

Nut Rotation Required for Turn-of-Nut Installation ^(a,b)	
Bolt Length (measured in Step 1)	Required Rotation (turn)
4 bolt diameters or less	1/3
(a) Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For bolts installed by 1/2 turn and less, the tolerance shall be plus or minus 30 degrees.	
(b) Applicable only to connections in which all material within grip of the bolt is steel.	

7. Tighten the nut further to the 2/3 turn mark as indicated in Table G. The rotation is measured from the heavy reference line made on the plate or girder when the bolt was snug-tight.

Table G

Required Nut Rotation for Rotational Capacity Test	
Bolt Length (measured in Step 1)	Required Rotation (turn)
4 bolt diameters or less	2/3

8. Loosen and remove the nut and examine the threads on both the nut and bolt.

Short Bolt Acceptance Criteria:

An assembly must pass all of the following requirements to be acceptable: 1) the measured moving torque from Step 6 must be less than or equal to the maximum allowable torque from Table E, 2) the nut must be able to be removed from the bolt without signs of thread stripping or galling after the required rotation in Step 7 has been achieved, 3) the bolt does not shear from torsion or fail during the test and 4) the assembly does not seize before the final rotation in Step 7 is reached. Elongation of the bolt in the threaded region between the bearing face of the nut and the underside of the bolt head will not be considered a failure. Both assemblies tested from one rotational capacity lot must pass for the rotational capacity lot to be acceptable.

55-3.14E Installation Tension Testing and Rotational Capacity Testing After Arrival to Job Site.—Installation tension tests and rotational capacity tests on fastener assemblies shall be performed by the Contractor prior to acceptance or installation, and after shipment of the fastener assemblies to the job-site. The installation tension tests and rotational capacity tests shall be performed at the job-site, in the presence of the Engineer, on each rotational capacity lot of fastener assemblies.

Installation tension tests shall be performed on 3 representative fastener assemblies in accordance with Section 8, "Installation and Tightening," of the RCSC Specification. For short bolts, Section 8(d), "Joint Assembly and Tightening of Slip-Critical and Direct Tension Connections," of the RCSC Specification shall be replaced by the "Pre-Installation Testing Procedures," of the "Structural Bolting Handbook," published by the Steel Structures Technology Center, Incorporated (SBH).

The rotational capacity tests shall be performed in accordance with the procedures for rotational capacity tests in "Rotational Capacity Testing Prior to Shipment to Job Site" of these specifications.

At the Contractor's expense, additional installation tension tests and rotational capacity tests shall be performed by the Contractor on each rotational capacity lot, in the presence of the Engineer, if 1) any fastener is not used within 3 months after shipment to the jobsite, 2) fasteners are improperly handled, stored, or subjected to inclement weather prior to final tightening, or 3) if significant changes are noted in original surface condition of threads, washers or nut lubricant.

Failure of a job-site installation tension test or a rotational capacity test will be cause for rejection of all fasteners represented by the rotational capacity lot.

When DTIs are used, installation verification tests shall be done using a bolt tension calibration device. Bolts shall be tensioned to a value 5% greater than the minimum required bolt tension and all gaps shall be checked with a tapered feeler gauge for refusal. Complete entry of a 0.005-inch feeler gauge shall occur in at least half of all the gaps for a DTI to be acceptable.

55-3.14F Inspection.—For all types of fastener assemblies, at least 10%, but no fewer than 2 bolts in each high-strength bolted connection shall be inspected after tensioning in accordance with the requirements of Section 9, "Inspection," of the RCSC Specification. The Contractor shall be responsible for determining the job inspecting torque as specified in Section 9(b), "Arbitration Inspection," of the RCSC Specification. The procedure described for determining arbitration torque in steps 1 through 9 of the "Arbitration of Disputes Inspection Torque Method-Short Bolts," section of the SBH, shall replace Section 9(b)(2) of the RCSC Specification for determining the job inspecting torque for short bolts. Bolt tension shall be checked at locations selected by the Engineer. All work required to perform such inspection shall be done by the Contractor in the presence of the Engineer and in such a manner that the Engineer can read the torque wrench gage or access the DTI gaps during checking.

Contact surfaces and member surfaces under bolt heads or washers within the grip of all high-strength bolted connections shall be cleaned and coated before assembly in accordance with the provisions for cleaning and painting structural steel of these special provisions.

The third paragraph of Section 55-3.17, "Welding," of the Standard Specifications is amended to read:

The extent of radiographic testing on groove welds shall be in accordance with the requirements in ANSI/AASHTO/AWS D1.5, Subsection 6.7.1.2. In addition, twenty-five percent of all main member tension groove welds, in material in excess of 1/2 inch thickness, shall be ultrasonically tested.

The flat side of all butt welded joints shall not deviate from flatness by more than 3/16 inch in a length of 2 feet centered over the weld joint.

The last three paragraphs in Section 55-3.19, "Bearings and Anchorages," of the Standard Specifications are amended to read:

Mortar to be placed below masonry plates or bearing plates of the bearing assemblies and in anchor bolt sleeves or canisters shall conform to the requirements in Section 51-1.135, "Mortar," of the Standard Specifications except that the proportion of cement to sand shall be one to 3.

The embedded end of anchor bolts shall be either headed or with a nut and washer, and anchor bolts shall be installed with or without either pipe sleeves or corrugated metal canisters, as detailed on the plans. The anchor bolts shall be carefully installed to permit true positioning of the bearing assemblies.

When anchor bolts are installed in pipe sleeves or metal canisters, the pipes or canisters shall be completely filled with mortar. Such mortaring and the construction of mortar pads under masonry plates, if required, shall be done after erection of girders and before placing deck concrete.

MEASUREMENT AND PAYMENT.--Measurement and payment for steel structures shall conform to the provisions in Sections 55-4.01, "Measurement," and 55-4.02, "Payment," of the Standard Specifications and these special provisions.

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

If a portion or all of the welded structural steel is fabricated more than 300 air line miles 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 said structural steel from each fabrication site located more than 300 air line miles from both Sacramento and Los Angeles will be reduced \$5,000 or by an amount computed at \$0.020 per pound of structural steel fabricated, whichever is greater, or in the case of each fabrication site located more than 3,000 air line miles from both Sacramento and Los Angeles, payment will be reduced \$8,000 or by \$0.036 per pound of structural steel fabricated, whichever is greater.

If a portion or all of check samples are removed at a mill more than 300 air line miles from both Sacramento and Los Angeles, shop inspection expenses will be sustained by the State which are in addition to expenses incurred for fabrication site inspection. Payment to the Contractor for furnishing structural steel will be reduced \$2,000 for each mill located more than 300 air lines miles from both Sacramento and Los Angeles.

Furnishing and erecting structural steel for use in retrofitting bridge structures will be measured and paid for at the contract price per pound for structural steel (bridge).

Removing portions of bridge shall conform to the requirements in Section 15-4, "Bridge Removal," of the Standard Specifications. Full compensation for removing existing framing members shall be considered as included in the contract price paid per pound for structural steel (bridge), and no additional compensation will be allowed therefor.

Full compensation for trimming end of girder shall be considered as included in the contract price paid per pound for structural steel (bridge), and no additional compensation will be allowed therefore.

10-1.21 CLEAN AND PAINT STRUCTURAL STEEL

All exposed new metal surfaces and connections to existing steel, except where galvanized, shall be cleaned and painted in accordance with the provisions in Sections 59-2, "Painting Structural Steel," and 91, "Paint," of the Standard Specifications and these special provisions.

The fifth paragraph in Section 59-1.03, "Application," of the Standard Specifications is amended to read:

Unless otherwise specified, should 7 days elapse between paint applications, the painted surface shall be water rinsed prior to the next paint application. Water rinsing shall be defined as a pressurized water rinse with a minimum nozzle pressure of 300 psi. During rinsing, the tip of the pressure nozzle shall be placed between 12 and 18 inches from the surface to be rinsed.

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

Structures, other than sign structures, shall be blast cleaned and painted with the total thickness of undercoats before erection. Finish coats and final coats shall be applied after erection. If concrete deck is to be placed on a steel member to be painted, finish coats and final coats shall be applied after concrete deck placement. After erection, deck placement, and before applying subsequent paint, all areas where paint has been damaged or has deteriorated and all exposed unpainted surfaces shall be thoroughly cleaned, all foreign substances shall be removed, and surfaces shall be spot painted with undercoats to the specified thickness. Damaged areas of undercoat paint shall be blast cleaned and painted as specified in the special provisions.

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

At contact surfaces of stiffeners, railings, or built up members, any open seam exceeding 6 mils in width that would retain moisture shall be caulked with non-silicone type sealing compound conforming to the provisions in Federal Specification TT-S-230, Type II, or other approved material. The sealing compound shall be applied no sooner than 72 hours after the last application of undercoat. The sealing compound shall be allowed to cure as recommended by the manufacturer prior to the pressure rinsing with fresh water and the application of first finish coat. When no finish coats are applied, the sealing compound shall be gray in color.

The fourth paragraph in 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 gauge according to Steel Structure Painting Council Specification SSPC-PA2.

The existing paint systems consist of materials listed in "Existing Highway Facilities" of these special provisions.

CLEANING.--All exposed new metal surfaces and areas of connections to existing steel, except where galvanized, shall be dry blast cleaned and dry spot blast cleaned, respectively, in accordance with the provisions of Surface Preparation Specification No. 10, "Near White Blast Cleaning," of the Steel Structures Painting Council. Blast cleaning shall leave all surfaces with a dense, uniform, angular, anchor pattern of no less than 1 1/2 mils as measured in accordance with ASTM Designation: D 4417.

The areas of connections to existing steel to be dry spot blast cleaned shall consist of, as a minimum: (1) new and existing contact surfaces and member surfaces under bolt heads, nuts or washers of all high-strength bolted connections to existing steel, (2) exposed bare surfaces of existing steel remaining after trimming, cutting, drilling or reaming and (3) all areas of existing steel within a 4-inch radius measured in any direction from the of point of application of heat for welding or flame cutting.

Abrasives used for blast cleaning existing steel shall comply with the of Abrasive Specification No. 1, "Mineral and Slag Abrasives," of the Steel Structures Painting Council and shall not contain hazardous material.

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 existing steel, except for silica sand.

PAINTING.--All blast cleaned surfaces shall receive a single undercoat consisting of a waterborne inorganic zinc coating conforming to the provisions of AASHTO Designation M 300, Type II, except that the first 3 sentences of Section 4.7, "Primer Field Performance Requirement," and the entire Section 4.7.1 of the AASHTO Specification shall not apply. The inorganic zinc coating shall be listed on the qualified products list which may be obtained from the Transportation Laboratory, (916) 227-7000.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to 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 45° F nor more than 100° F 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 inorganic zinc coating shall be not less than 4 mils nor more than 8 mils.

All areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

Except as approved by the Engineer, a minimum curing time of 72 hours shall be allowed between application of inorganic zinc coating and pressure rinsing with fresh water.

All exposed area of inorganic zinc coating shall be thoroughly rinsed with a pressure system using fresh water and a minimum nozzle pressure of 300 psi. During rinsing, the tip of the pressure nozzle shall be placed between 12 and 18 inches from the surface to be rinsed.

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 locate the tests and to test the inorganic zinc coating cure. The inorganic zinc coating shall pass both of the following tests:

The inorganic zinc coating shall have a minimum adhesion to steel of 600 psi when measured at one location per connection in accordance with 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.

The inorganic zinc coating cure will be checked by the Engineer. The inorganic zinc coating 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.

All exposed area of inorganic zinc coating shall receive a minimum of 2 finish coats of an exterior grade latex paint supplied by the manufacturer of the inorganic zinc coating.

The first finish coat shall be applied within 48 hours following the pressure rinsing with fresh water.

The finish coat paint shall be formulated for application to inorganic zinc coating and shall conform to the following:

Property	Value	ASTM Designation
Pigment content, percent	24 max.	D 3723
Nonvolatile content, mass percent	49 min.	D 2369
Consistency, KU	75 min. to 90 max.	D 562
Fineness of dispersion, Hegman	6 min.	D 1210
Drying time at 77°F, 50% RH, 4 mil wet film Set to touch, minutes Dry through, hours	30 max. 1 max.	D 1640
Adhesion	4A	D 3359, Procedure A

No visible color change in the finish coats shall occur when tested according to the requirements of ASTM Designation: G 53 using FS 40 UV-B bulbs for a minimum of 38 cycles. The cycle shall be 4 hours of ultraviolet (UV) exposure at 140° F and 4 hours of condensate exposure at 104° F.

The vehicle shall be an acrylic or modified acrylic copolymer with a minimum of necessary additives.

The first finish coat shall be applied in 2 applications. The first application shall consist of a spray applied mist application. The second application shall be applied after the mist application has dried to a set to touch condition. The first finish coat color shall match Federal Standard 595B No. 36628. The total dry film thickness of both applications of the first finish coat shall be not less than 2 mils.

Except as approved by the Engineer, a minimum drying time of 12 hours shall be allowed between finish coats.

The second finish coat color shall match Federal Standard 595B No. 26408. The total dry film thickness of all applications of the second finish coat shall be not less than 2 mils.

The 2 finish coats shall be applied in 3 or more applications to a total dry film thickness of not less than 4 mils nor more than 8 mils.

The total dry film thickness of all applications of inorganic zinc coating and finish coat paint shall be not less than 8 mils nor more than 14 mils.

MEASUREMENT AND PAYMENT.--Dry spot blast cleaning and undercoat painting of blast cleaned areas of existing surfaces will be measured by the square foot of spot blast cleaned areas, and will be paid for as spot blast clean and paint undercoat.

The contract price paid per square foot for spot blast clean and paint undercoat shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in spot blast cleaning and painting undercoat on the existing surfaces complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sum price paid for clean and paint structural steel shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cleaning and painting the exposed surfaces of the new structural steel and finish coat on undercoated areas of existing metal, complete in place, including rinsing with a pressure system, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.22 MISCELLANEOUS METAL (RESTRAINER-CABLE TYPE)

Miscellaneous metal (restrainer-cable type) shall conform to the provisions for bridge joint restrainer units in Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications and these special provisions.

An approved thread locking system, consisting of a cleaner, primer and anaerobic adhesive, shall be applied where shown on the plans. Lubricants and foreign materials shall be removed from the threaded areas of both parts using the cleaner and small wire brush. The primer shall be applied to cover the threaded areas of both parts. The anaerobic adhesive shall be applied to fill the male threads in the area of the final position of the nut. The nut shall be installed at the location or to the torque shown on the plans, and an additional fillet of anaerobic adhesive shall be applied completely around the exposed junctions of the nut and male part. Full compensation for furnishing and applying the thread locking system will be considered as included in the contract price paid for the item of work requiring the system and no separate payment will be made therefor.

The cable yield indicator shall be machined from hot-rolled bars of steel conforming to AISI Designation: C 1035 and shall be annealed, suitable for cold swaging. The heat number and manufacturer's identifying mark shall be stamped on the end surface of each cable yield indicator. The wall thickness of the reduced section of the cable yield indicator shall be machined by the Contractor so that the indicator yields at a load between 36.0 kips and 38.0 kips when tested in compression along the major axis at a test speed not to exceed one half inch per minute. Two certified copies of the mill test and heat treating reports of each heat of bars used for cable yield indicators shall be furnished to the Engineer.

The disc springs shall be made from steel conforming to ASTM Designation: A 684/A 684M, Grade 1075. Galvanizing of the disc springs will not be required. The disc springs shall be cleaned and painted with a paint recommended by the manufacturer and color coded as shown on the plans.

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

The following materials shall be furnished to the Engineer at the manufacturer's plant:

1. One sample cable assembly, consisting of a cable properly fitted with swaged fitting and right hand thread stud at both ends, 3 feet in total length, for each 200 cable assemblies or fraction thereof produced.
2. One turnbuckle fitted with an 8-inch stud at each end for each 200 turnbuckles or fraction thereof produced.
3. One percent of the cable yield indicators, but no fewer than 8, produced from each mill heat.
4. Two disc springs of each size produced from each mill heat.

The Contractor shall notify the Engineer, in writing, 2 days prior to tightening and setting of cable restrainer units.

When removing and replacing restrainers, not more than 50 percent of the existing restrainers shall be removed at any time at any joint without being replaced with an equal proportion of new restrainers which are anchored in accordance with the details shown on the plans. All removal and replacement shall be done symmetrically about the centerline of the existing bridge.

The second paragraph in Section 75-1.06, "Measurement," of the Standards Specifications is amended to read:

Scale weights will not be required when miscellaneous iron and steel, miscellaneous bridge metal, miscellaneous metal (restrainer), or pumping plant metal work are designated as final pay items in the Engineer's Estimate.

Miscellaneous metal (restrainer-cable type) will be measured and paid for by the pound in the same manner specified for miscellaneous metal (restrainer) in Sections 75-1.06, "Measurement," and 75-1.07, "Payment," of the Standard Specifications.

The components required for restrainer unit shall also include bracket assemblies and high strength bolted connection to existing steel.

Full compensation for removing existing cable restrainer units shall be considered as included in the contract price paid per pound for miscellaneous metal (restrainer-cable type), and no additional compensation will be allowed therefor.

Work area monitoring shall conform to the provisions for work area monitoring in "Existing Highway Facilities" elsewhere in these special provisions.

Spot blast cleaning and undercoat painting shall conform to the provisions for "Clean and Paint Structural Steel" elsewhere in these special provisions.

10-1.23 TYPES BW AND WM FENCE

Type BW and Type WM fence shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

The fence material shall be fastened to treated wood posts. Gateways of unframed wire mesh or barbed wire fencing, attached to end posts, shall be constructed as shown on the plans.

Fence materials and end post bracing details for gateways shall conform to the requirements for the type of fence in which the gateway is constructed. End bars shall conform to the requirements of line posts, except for length.

Vertical stays for gateways shall be pretwisted 9 1/2-gage galvanized wire. Vertical stays shall be evenly spaced between end bars at 66-inch maximum intervals.

Wire loops shall be fabricated from 6-gage galvanized wire.

The chain for the latching device shall be commercial quality short link steel coil chain. The latching bar for the latching device shall be commercial quality steel pipe. Bolts and nuts for attaching the chain to the end posts and latching bar shall be commercial quality and galvanized.

Full compensation for constructing and removing gateways at the locations shown on the plans shall be considered as included in the contract price paid per linear foot for the type of fence involved and no separate payment will be made therefor. No deduction in the length of fence to be paid for will be made for the openings for gateways.