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STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
AND**

SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

**VENTURA COUNTY NEAR OXNARD FROM 0.1 km NORTH OF
CALLEGUAS CREEK TO 0.2 km SOUTH OF ETTING ROAD**

DISTRICT 07, ROUTE 1

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

CONTRACT NO. 07-1151A4

07-Ven-1-16.0/23.1

**Federal Aid Project
ACSTP-P001(448)E**

**Bids Open: July 13, 2000
Dated: June 5, 2000**

**QCQA
OSD**

IMPORTANT SPECIAL NOTICES

- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

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

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

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

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

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

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

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

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

- **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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STANDARD PLANS LIST

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

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A20C	Pavement Markers and Traffic Lines, Typical Details
A20D	Pavement Markers and Traffic Lines, Typical Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows
A24D	Pavement Markings - Words
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62D	Excavation and Backfill - Concrete Pipe Culverts
A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77E	Metal Beam Guard Railing – Typical Layouts
A77F	Metal Beam Guard Railing – Typical Embankment Widening for End Treatments
A77FA	Metal Beam Guard Railing – Typical Line Post Installation
A77G	Metal Beam Guard Railing – End Treatment, Terminal Anchor Assembly (Type SFT)
A77H	Metal Beam Guard Railing - Anchor Cable and Anchor Plate Details
A77I	Metal Beam Guard Railing – End Treatment, Terminal Anchor Assembly (Type CA)

A77J	Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments
A77L	Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment
A77M	Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment
A81C	Crash Cushion, Sand Filled (Bidirectional)
A87	Curbs, Dikes and Driveways
D74C	Drainage Inlet Details
D79	Precast Reinforced Concrete Pipe - Direct Design Method
D87A	Corrugated Metal Pipe Downdrain Details
D87D	Overside Drains
D89	Pipe Headwalls
D97H	Reinforced Concrete Pipe or Non-Reinforced Concrete Pipe - Standard and Positive Joints
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T7	Construction Project Funding Identification Signs
T10	Traffic Control System for Lane Closure On Freeways and Expressways
T10A	Traffic Control System for Lane and Complete Closures On Freeways and Expressways
T14	Traffic Control System for Ramp Closure
T17	Traffic Control System for Moving Lane Closure On Two Lane Highways
B0-1	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
B2-5	Pile Details-Class 400 and Class 625
B3-9	Retaining Wall Details No. 2
B7-1	Box Girder Details
B11-55	Concrete Barrier Type 732
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS3	Roadside Signs - Laminated Wood Box Post Typical Installation Details No. 3
RS4	Roadside Signs, Typical Installation Details No. 4

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 07-1151A4

07-Ven-1-16.0/23.1

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN VENTURA COUNTY NEAR OXNARD FROM 0.1 km NORTH OF CALLEGUAS CREEK TO 0.2 km SOUTH OF ETTING ROAD

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on July 13, 2000, at which time they will be publicly opened and read in Room C - 1116 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 VENTURA COUNTY NEAR OXNARD FROM 0.1 km NORTH OF CALLEGUAS CREEK TO 0.2 km SOUTH OF ETTING ROAD

General work description: Rehabilitate Pavement and Bridge Widening.

This project has a goal of 15 percent disadvantaged business enterprise (DBE) participation. No prebid meeting is scheduled for this project.

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

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or a Class C-8 or a Class C-12 license.

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

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

Cross sections for this project are not available.

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

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated June 5, 2000

ASF

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

07-1151A4

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM
2	070015	OVERHEAD	WDAY	250
3 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
4 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
5 (S)	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	3330
6	120165	CHANNELIZER (SURFACE MOUNTED)	EA	48
7 (S)	120300	TEMPORARY PAVEMENT MARKER	EA	70
8	129000	TEMPORARY RAILING (TYPE K)	M	730
9 (S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	92
10	150608	REMOVE CHAIN LINK FENCE	M	44
11	150662	REMOVE METAL BEAM GUARD RAILING	M	430
12	150711	REMOVE PAINTED TRAFFIC STRIPE	M	3300
13	018546	REMOVE PAINTED TRAFFIC STRIPE (YELLOW)	M	1700
14	071245	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE	M	8790
15	150722	REMOVE PAVEMENT MARKER	EA	7860
16	150771	REMOVE ASPHALT CONCRETE DIKE	M	2290
17	018547	REMOVE SPILLWAY ASSEMBLY	EA	8
18 (S)	153154	COLD PLANE ASPHALT CONCRETE PAVEMENT (60 MM MAXIMUM)	M2	37 300
19 (S)	153155	COLD PLANE ASPHALT CONCRETE PAVEMENT (75 MM MAXIMUM)	M2	20 700
20 (S)	018548	COLD PLANE ASPHALT CONCRETE PAVEMENT (120 MM MAXIMUM)	M2	26 300

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	153215	REMOVE CONCRETE (CURB AND GUTTER)	M	160
22	157560	BRIDGE REMOVAL (PORTION)	LS	LUMP SUM
23	160101	CLEARING AND GRUBBING	LS	LUMP SUM
24	190101	ROADWAY EXCAVATION	M3	4280
25	190185	SHOULDER BACKING	STA	150
26 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	168
27 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	87
28	193101	GRAVEL BLANKET	M3	8
29 (S)	203024	COMPOST (EROSION CONTROL)	KG	28 500
30 (S)	203003	STRAW (EROSION CONTROL)	TONN	26
31 (S)	203014	FIBER (EROSION CONTROL)	KG	6470
32 (S)	203045	PURE LIVE SEED (EROSION CONTROL)	KG	380
33 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	1560
34	250401	CLASS 4 AGGREGATE SUBBASE	M3	740
35	260201	CLASS 2 AGGREGATE BASE	M3	2380
36	374206	SEAL RANDOM CRACKS	LNKM	30
37	390152	ASPHALT CONCRETE	TONN	38 100
38	390175	ASPHALT CONCRETE (LEVELING)	TONN	11 300
39	391031	PAVING ASPHALT (BINDER-PAVEMENT REINFORCING FABRIC)	TONN	130
40	393001	PAVEMENT REINFORCING FABRIC	M2	110 000

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	M2	360
42	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	M	510
43	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	M	570
44	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	M	1140
45	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	M	76
46	048251	FURNISH PILING (CLASS 625) (ALT "W")	M	683
47	048252	DRIVE PILE (CLASS 625) (ALT "W")	EA	40
48 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	36
49 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	210
50 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	1.3
51	511106	DRILL AND BOND DOWEL	M	270
52	515020	REFINISH BRIDGE DECK	M2	60
53 (S-F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	50 400
54 (S-F)	540101	ASPHALT MEMBRANE WATERPROOFING	M2	23
55 (S-F)	550110	COLUMN CASING	KG	9800
56	650069	450 MM REINFORCED CONCRETE PIPE	M	3
57	691900	FLUME DOWNDRAIN	M	25
58	692101	TAPERED INLET	EA	13
59 (S)	832003	METAL BEAM GUARD RAILING (WOOD POST)	M	850
60 (S)	839559	TERMINAL SYSTEM (TYPE ET)	EA	5

Item	Item Code	Item	Unit of Measure	Estimated Quantity
61 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	17
62 (S)	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	20
63 (S)	839569	TERMINAL ANCHOR ASSEMBLY (TYPE CA)	EA	4
64 (S)	839591	CRASH CUSHION, SAND FILLED	EA	8
65 (F)	839720	CONCRETE BARRIER (TYPE 732)	M	120
66 (F)	048253	CONCRETE BARRIER (TYPE 732 MODIFIED)	M	116
67 (S)	840515	THERMOPLASTIC PAVEMENT MARKING	M2	500
68 (S)	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	15 500
69 (S)	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE	M	2150
70 (S)	840570	100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 10.98 M - 3.66 M)	M	14 800
71 (S)	840571	100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 5.18 M - 2.14 M)	M	900
72 (S)	840656	PAINT TRAFFIC STRIPE (2-COAT)	M	23 400
73 (S)	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	4690
74 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	3250
75	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 07-1151A4

SECTION 1. SPECIFICATIONS AND PLANS

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

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

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall 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 portion of work that will be performed by each subcontractor listed.

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.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Construction Division Chief, 120 S. Spring Street, Room 232, Los Angeles, CA 90012, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

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

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

2-1.015 FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
 - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

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

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

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

Disadvantaged Business Enterprise (DBE): 15 percent

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

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

<p>Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:</p> <hr/> <p>Triaxial Management Services, Inc. - Oakland</p> <p>1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792</p>	<p>Districts 08, 11 and 12:</p> <hr/> <p>Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108</p>
<p>Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:</p> <hr/> <p>Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128</p>	<p>Districts 01, 02, 03 and 09:</p> <hr/> <p>Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173</p>

2-1.02B SUBMISSION OF DBE INFORMATION

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

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

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

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

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

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

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

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

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 the 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 DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

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, vendor shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

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

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

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

This work shall be diligently prosecuted to completion before the expiration of **250 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$650 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL
SECTION 5-1. MISCELLANEOUS

5-1.01 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.

5-1.015 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.

5-1.02 LABOR NONDISCRIMINATION

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

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

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

5-1.03 INTEREST ON PAYMENTS

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

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

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

5-1.04 PUBLIC SAFETY

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

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

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than 0.3-m deep.
 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

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

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

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

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

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

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

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

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

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

5-1.05 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 materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.07 YEAR 2000 COMPLIANCE

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

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

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

5-1.075 BUY AMERICA REQUIREMENTS

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

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

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

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

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

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

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

5-1.09 SUBCONTRACTING

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

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

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

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

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

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

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

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

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

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship 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.

5-1.12 FORCE ACCOUNT PAYMENT

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

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added a markup of 28 percent to the cost of labor, 10 percent to the cost of materials, and 10 percent to the equipment rental. These markups shall be applied to all force account work, regardless if the added force account work affects the contract completion date.

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

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

5-1.13 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
390152	ASPHALT CONCRETE
391031	PAVING ASPHALT (BINDER-PAVEMENT REINFORCING FABRIC)
390175	ASPHALT CONCRETE (LEVELING)

The compensation payable for asphalt concrete and paving asphalt (binder-pavement reinforcing fabric) will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 5 percent (Iu/Ib is greater than 1.05 or less than 0.95) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete or paving asphalt (binder-pavement reinforcing fabric) (or both) is included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 1.05) Ib$$

- C. For a decrease in paving asphalt price index exceeding 5 percent:

$$A = 0.90 (1.1023) (Iu/Ib - 0.95) Ib$$

- D. Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete and used as a binder for pavement reinforcing fabric rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tonnes of paving asphalt that was used as a binder for pavement reinforcing fabric plus the quantity of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from any moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
- C. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$207,300.00.

- D. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

5-1.14 AREAS FOR CONTRACTOR'S USE

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

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

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

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

5-1.15 PAYMENTS

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

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

- A. Clearing and Grubbing \$4,444
- B. Bridge Removal (Portion) \$17,778

After acceptance of the contract pursuant 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:

- A. Bar Reinforcing Steel
- B. Pavement Reinforcing Fabric
- C. Column Casings
- D. Overside Drains and Appurtenances
- E. Metal Beam Guard Railing
- F. Crash Cushions
- G. Pavement Markers

5-1.16 SOUND CONTROL REQUIREMENTS

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

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 m. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

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

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

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

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

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

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

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS
ASTM Designation: A 325M

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

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM Designation: A 82

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

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

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

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

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF:

- (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and
- (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449

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

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

CONVERSION TABLE FOR WIRE

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

CONVERSION TABLE FOR PIPE PILES

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

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

CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

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

CONVERSION TABLE FOR NAILS AND SPIKES

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

CONVERSION TABLE FOR IRRIGATION COMPONENTS

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

8-1.02 APPROVED TRAFFIC PRODUCTS

The Department maintains the following list of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the list of Approved Traffic Products.

The manufacturer of products on the list of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

Signing and delineation materials and products shall not be used in the work unless the material or product is on the list of Approved Traffic Products.

Materials and products may be added to the list of Approved Traffic Products 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

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
 - B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
 - C. Stimsonite, Model 944SB (51 mm x 100 mm)*
 - D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*
- *For use only in 114 mm wide (older) recessed slots

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

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

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

- A. Apex Universal (Ceramic)
- B. Apex Universal, Model 929 (ABS)
- C. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- D. Highway Ceramics, Inc. (Ceramic)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Alpine Products, D-Dot (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)

PAVEMENT MARKERS, TEMPORARY TYPE

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

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

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

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

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

STRIPING AND PAVEMENT MARKING MATERIALS

Permanent Traffic Striping and Pavement Marking Tape

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

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

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

Preformed Thermoplastic (Heated in place)

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

Removable Traffic Paint

- A. Belpro, Series 250/252 and No. 93 Remover

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

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

Special Use Flexible Type, 1700 mm

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

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

CHANNELIZERS

Surface Mount Type, 900 mm

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

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

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

OBJECT MARKERS

Type "K", 450 mm

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

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

(Shown as Type "Q" in the Traffic Manual)

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

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

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

Non-Impactable Type

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

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

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

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

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied to a vertical surface. Top of reflective element at 1200 mm)

- A. Davidson Plastics, PCBM S-36

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

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

Steel Post Type

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 330 mm Sleeves

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

Traffic Cones, 100 mm and 150 mm Sleeves

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

Barrels and Drums

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

Barricades: Type I, Engineer Grade

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

Barricades: Type II, Super Engineer Grade

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

Signs: Type II, Super Engineer Grade

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

Signs: Type III, High-Intensity Grade

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

Signs: Type IV, High-Intensity Prismatic Grade

- A. Stimsonite Series 6200

Signs: Type VII, High-Intensity Prismatic Grade

- A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

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

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

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

8-1.03 SLAG AGGREGATE

Aggregate produced from slag resulting from any steel-making process or from air-cooled iron blast furnace slag shall not be used on this project.

8-1.04 ENGINEERING FABRICS

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

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

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

Unless the use of a 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.

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 provisions 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 kilograms per cubic meter, 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 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
 - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
 - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
 - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
- Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

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

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 31 MPa 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 25 MPa 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 \$0.55 for each kilogram 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 or 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 mass of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.
 - B. The autoclave expansion shall not exceed 0.50 percent.
 - 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 SO₄. 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 SO₄. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

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:

- A. Chemical Admixtures—ASTM Designation: C 494.
- B. Air-entraining Admixtures—ASTM Designation: C 260.
- C. Calcium Chloride—ASTM Designation: D 98.
- D. Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C618. Silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

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

The first paragraph in Section 90-3.03, "Fine Aggregate Grading," is amended to read:

Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	X ± 10	X ± 13
600-µm	X ± 9	X ± 12
300-µm	X ± 6	X ± 9
150-µm	2-12	1-15
75-µm	0-8	0-10

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:

- A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter.
- B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

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 in ASTM Designation: C618.
 - 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:

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 - 1. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
 - 2. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 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 mass of the total amount of cementitious material to be used in the mix.
 - 3. When a mineral admixture is used, which conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
- C. If more than the required amount of cementitious material is used, 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 mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

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 mass 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 mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.
- Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ± 0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.
- The mass indicated for a batch of material shall not vary from the preselected scale setting by more than the following:
 - A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
 - B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses.
 - C. Water shall be within 1.5 percent of its designated mass or volume.
- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5 kg graduations.

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 mass.

- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.
- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.
- Bulk "Type IP (MS) Modified" cement 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 meter or more, the batching equipment shall conform to one of the following combinations:
 - A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
 - B. Single box and scale indicator for all aggregates.
 - C. Single box or separate boxes and automatic weighing mechanism for all aggregates.
- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

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 mass 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 mass of the fine aggregate.
- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses 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 mass is discharged into the weigh box, after which the gate shall automatically close and lock.
- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

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 30°C, 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 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the job site 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 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 masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- 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 90 mm 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 masses 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 job site 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-fourth cubic meter and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

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 (mm)	Maximum Penetration (mm)
Concrete pavement	0-25	40
Non-reinforced concrete facilities	0-35	50
Reinforced concrete structures:		
Sections over 300 mm thick	0-35	65
Sections 300 mm thick or less	0-50	75
Concrete placed under water	75-100	115
Cast-in-place concrete piles	65-90	100

The first paragraph following the table of penetration ranges 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 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m³.

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 meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

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 \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test 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 250 cubic meters.

- 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 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches 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 meters and the mass, 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 those 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 stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered 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 or more than 5 minutes.
- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
- Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

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.

8-2.02 CEMENT AND WATER CONTENT

The amount of free water used in concrete for deck slabs of bridges and structure approach slabs shall not exceed 195 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 400 kg/m³.

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.

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

A. Column Casing

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
D1.5 (metric only)	1996

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:

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

- A. The name of the welding firm and the NDT firm to be used;
- B. 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;
- C. 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;
- D. An organizational chart showing all QC personnel and their assigned QC responsibilities;
- E. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:
 - 1. all visual inspections;
 - 2. all NDT including radiographic geometry, penetrometer and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports; and
 - 3. calibration procedures and calibration frequency for all NDT equipment;
- F. A system for the identification and tracking of all welds, NDT and any required repairs, and a procedure for the reinspection of 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;
- G. Standard procedures for performing noncritical repair welds. Noncritical repair welds are defined as welds to deposit additional weld beads or layers to compensate for insufficient weld size and to fill limited excavations that were performed to remove unacceptable edge or surface discontinuities, rollover or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size;
- H. 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;
- I. Documentation of all certifications for welders for each weld process and position that will be used. Certifications shall list the electrodes used, test position, base metal and thickness, tests performed, and the witnessing authority. All certifications shall be within the allowable period of effectiveness; and
- J. 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.
- K. 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 of 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:

- A. Reports of all visual weld inspections and NDT;
- B. Radiographs and radiographic reports, and other required NDT reports;
- C. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests, corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable; and
- D. 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 ASNT 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 of 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 bridge widening, removing and replacing the existing concrete barriers and walls and seismic retrofitting the existing bridge columns as shown on the plans for the following structures:

HUENEME ROAD UNDERCROSSING
BRIDGE NUMBER 52-0193L

HUENEME ROAD UNDERCROSSING
BRIDGE NUMBER 52-0193R

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect 2 Type 2 Construction Project Information signs at the locations designated by the Engineer.

The signs and overlays shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall consist of the following, in the order shown:

STATE HIGHWAY FUNDS

The sign message to be used for type of work shall consist of the following:

HIGHWAY REPAIR

BRIDGE CONSTRUCTION

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

The letter sizes to be used shall be as shown on the plans. The information shown on the signs shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

10-1.01 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 "Shoulder Backing" of these special provisions.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Attention is directed to "Maintaining Traffic", "Temporary Pavement Delineation", "Cold Plane Asphalt Concrete Pavement", and "Asphalt Concrete" of these special provisions and to the stage construction shown on the "Traffic Handling Plan".

The Contractor shall schedule cold planing operations, such as not to exceed a day's normal production of asphalt paving operations (leveling course or lower layers). The Contractor shall schedule his paving operations, such that all lanes and shoulders in the same direction of travel way shall be paved to the same plane at the end of each work shift.

The Contractor shall finish paving the remaining cold planed section with leveling course or lower layers within 24 hours period unless otherwise directed by Engineer in writing. No cold planing operations shall be scheduled on Fridays and the working day before legal holidays unless Contractor is allowed and scheduled to work on the following Saturday.

Attention is directed to "Progress Schedule (Critical Path)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

Construction of the new structural section adjacent to the existing traveled way shall be performed in successive and, once all operations are under way, concurrent operations of excavating, preparing subgrade, placing base materials and paving. Excavation within 1.5 meters of the existing traveled way shall not precede the paving operation by more than 4 working days unless:

- A. approved in writing by the Engineer and;
- B. material is placed and compacted against the vertical cuts within 1.5 meters of the existing traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Full compensation for placing the material on a 1:4 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

At those locations exposed to public traffic where guard railings are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing installed without the blocks and rail elements assembled and mounted thereon.

Not more than 20 days after award of the contract, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

Attention is directed to "Erosion Control Type D" of these special provisions regarding the time restrictions and process for applying Erosion Control Type D.

10-1.02 WATER POLLUTION CONTROL

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

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.

Copies of the Handbook are also available for review at the Department of Transportation, Construction Office, Room 244, 120 South Spring Street, Los Angeles, CA 90012, Telephone number (213) 897-0054.

The Contractor shall know and fully 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 whatsoever to the Contractor or property owner 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 liabilities 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 the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined 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:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibilities," 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 provisions 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 30 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days 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. The Engineer will have 7 days 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 WPCP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order 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:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. 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 conformance with the procedure specified in the Handbook.

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

- A. Project description and Contractor's certification;
- B. Project information;
- C. Pollution sources, control measures, and water pollution control drawings; and
- D. 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 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 conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of 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 on the project site shall be completed, except as provided for below, not 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 not more than 1.95 hectares. 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 on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Throughout the winter season, soil-disturbed areas on 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. 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 functioning control measures shall be deployed 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 provisions in 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 needed 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. One copy of each site inspection record shall be submitted to the Engineer.

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

- A. Prior to a forecast storm;
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24-hour intervals during extended precipitation events; and
- D. 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 immediately. The deficiency may be corrected at 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 provisions in 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.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in 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 provisions in 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 PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Existing trees, shrubs and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement and the minimum size of shrub replacement shall be No. 15 container. Existing natural or native vegetation outside of the designated areas of disturbance or excavation shall be protected from damage. Replacement of existing vegetation other than tree or shrub shall be by seed as provided elsewhere in these special provisions, for Erosion Control (Type D), or as specified by the Engineer. Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition until acceptance of the contract.

10-1.04 PROGRESS SCHEDULE (CRITICAL PATH)

Progress schedules will be required for this contract and shall conform to the requirements of these special provisions. Progress schedules shall utilize the Critical Path Method (CPM). Attention is directed to "Cooperation" and "Obstructions" of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7, "Legal Relations and Responsibility," of the Standard Specifications.

DEFINITIONS

The following definitions shall apply to these special provisions:

- A. Activity.—A task or item of work that shall be performed in order to complete a project.
- B. Baseline Schedule.—The initial CPM progress schedule as accepted by the Engineer representing the Contractor's original work plan.
- C. Concurrent Delay.—Two or more delays on the critical path that occur at the same time.
- D. Contract Completion Date.—The date the Contractor is contractually obligated to complete the project, including any authorized adjustments, as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.
- E. Contractor Delay.—A delay that extends the time required to complete a controlling operation caused by and within the control of the Contractor, subcontractors at any tier or suppliers.
- F. Controlling Operation.—A feature of work or activity on the critical path.
- G. Critical Path.—In a project network, the sequence of activities yielding the longest path in a CPM analysis necessary to complete the project.
- H. Critical Path Method (CPM).—A mathematical calculation using the sequence of activities and their interrelationships, interdependencies, resources, and durations to determine the critical path that shows the expected time to complete a project.
- I. Data Date.—The day after the date through which progress updates have been calculated; everything occurring earlier than the data date is "As-Built"; and everything on or after the data date is "Planned."
- J. Early Completion Time.—The difference in time between the contract completion date and the current State-accepted scheduled completion date.
- K. Float.—The amount of time between the early start date and the late start date or the early finish date and the late finish date of any activity or group of activities in the network.
- L. Free Float.—The amount of time an activity can be delayed before delaying a subsequent activity.
- M. Fragnet.—A section or fragment of the network diagram comprised of a group of activities.
- N. Milestone.—A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration and zero resources, but will otherwise function in the network as if the milestone were an activity.
- O. Narrative Report.—A report that identifies potential problem areas, current and anticipated delaying factors and their impact, actions taken or proposed, proposed changes in schedule logic, extension or contraction of activities, proposed addition or deletion of activities, explanation for changes in the critical path, explanation for changes in scheduled completion date, out of sequence work, and other topics related to job progress or scheduling.
- P. Near Critical Path.—A path having 10 working days or less of total float.
- Q. Punch List.—A list of details needing attention to complete task or work for both contract item and extra work.
- R. Schedule Revision.—A change in the future portion of the schedule that modifies logic; alters construction sequences such as performing sequential activities concurrently or concurrent activities sequentially; adds or deletes activities or significantly alters activity durations, as determined or accepted by the Engineer.
- S. Scheduled Completion Date.—The Contractor's scheduled completion date as shown on the accepted baseline schedule as modified by subsequent accepted schedule updates and revisions.
- T. State Owned Float Activity.—The activity documenting time saved on the critical path by contract changes or other actions of the State, except contract change orders that result from significant Contractor development and investment.
- U. Time Impact Analysis.—An analysis demonstrating the estimated time impact of a contract change order, delay or other event on the scheduled completion date.
- V. Total Float.—The amount of time that an activity may be delayed without delaying the scheduled completion date.
- W. Update.—The routine modification of the CPM progress schedule through a regular monthly review to incorporate actual past progress to date by activity, projected completion dates and approved time adjustments.

MATERIALS (COMPUTER SYSTEM)

The Contractor shall provide a computer system for the State's exclusive possession and use for CPM progress schedules. The minimum computer system to be furnished shall be complete with keyboard, mouse, monitor, printer and plotter. The system shall be from those identified by the Gartner Group as Tier 1 and shall conform to the following requirements:

- A. Latest industry-available Intel Pentium processor, Motorola RISC processor or equivalent.
- B. Latest computer operating system software compatible with the selected processor, either Windows or MACINTOSH.
- C. Minimum of 128 megabytes of random access memory (RAM).
- D. Internal drives, including: one 4-gigabyte minimum hard disk drive, one 1.44-megabyte 90 mm (3.5-inch) floppy disk drive, one Iomega Jaz drive with 2 one gigabyte minimum cartridges, and one 32x speed CD-ROM drive.
- E. Internal fax/modem, latest speed and software version of U.S. Robotics, 3COM or equivalent.
- F. A 430 mm (17-inch) minimum, color monitor capable of at least 1,024 x 768 pixels.
- G. A color-ink-jet-type, E-size plotter with a minimum 8 megabytes RAM, 12 dots per millimeter (300 dots per inch) color, 24 dots per millimeter (600 dots per inch) monochrome, or equivalent, compatible with the selected system capable of plotting, in color, fully legible time-scaled logic diagrams, network diagrams, and bar charts. The plotter shall have the capability of being connected to or networked with a minimum of 5 computers.
- H. A color-ink-jet-type, B-size plotter compatible with the selected system capable of printing fully legible, time-scaled charts, network diagrams and reports.
- I. A manual parallel cable switching device, with connecting cables, allowing the user to alternate printing between the plotters.
- J. CPM software shall be compatible with the hardware provided, shall be the latest version of Primavera Project Planner for Windows, SureTrak for Windows, or equal, and shall be able to create files that can easily be imported into the latest version of Primavera.
- K. General software shall be the latest versions of Microsoft Office Professional and McAfee VirusScan virus protection. The general software shall be compatible with the hardware provided.
- L. Upgrades to the CPM and general software shall be provided, as the upgrades become available.

The computer hardware and software furnished by the Contractor shall be compatible with that used for the production of the CPM progress schedule required by these special provisions, including original instruction manuals and other documentation normally provided with the CPM and general software. Before delivery and setup of the computer system, the Contractor shall submit, for approval of the Engineer, a detailed list of the computer hardware and software the Contractor proposes to furnish, including an itemized schedule of costs for the system.

The Contractor shall furnish, install, set up, maintain, and repair the computer system ready-for-use, and provide plotter supplies as necessary during the course of the project at a location determined by the Engineer. The first submittal of the baseline schedule will not be considered complete until the hardware and software are installed and ready for use with the submitted baseline schedule. The Contractor shall instruct and assist the Engineer in the use of the hardware and software. When requested by the Engineer, the Contractor shall provide one 8-hour session of outside commercial training in the use of the CPM software for a maximum of 2 project staff at a location acceptable to the Engineer. Hardware repairs shall be made within 48 hours of notification by the Engineer, or replacement equipment shall be furnished and installed by the Contractor until repairs have been completed.

Computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract if no claims involving contract progress are pending. If contract claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor.

GENERAL

Early completion time shall be considered a resource for the exclusive use of the Contractor. The Contractor may increase early completion time by increasing production or reallocating resources to be more efficient, or by proposing, and the State accepting, contract change orders that are the result of significant Contractor development and investment or from an appropriate share of an accepted Cost Reduction Incentive Proposal.

State owned float shall be considered a resource for the exclusive use of the State. The Engineer may either accrue State owned float to mitigate past or anticipated future State delays, or reduce contract working days. The State may reduce contract working days if the action is the result of a contract change order other than those that result from significant Contractor development and investment. The Engineer will document State owned float by directing the Contractor in writing to update the State owned float activity and the activity relative to the State action that created the float. The Contractor shall conduct a time impact analysis to determine the effect of the change in the same manner described in

"Schedule Time Adjustment" specified herein, and shall include the impacts acceptable to the Engineer in the next update or revision. The Contractor shall include a log of the action in the State owned float activity and include a discussion of the action in the narrative report of the next schedule update.

The Contractor shall be responsible for assuring that the work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include in the schedule any element of work required for the performance of the contract shall not relieve the Contractor from completing the work within the time limit specified in the contract. If the Contractor or the Engineer discovers an undefined element of work, activity or logic, it shall be corrected by the Contractor in a schedule revision, as specified in these special provisions. If a planned activity requires greater-than-normal daily resources to accomplish, schedule revision submittals shall include a narrative describing the activity, and the amount and use of the extraordinary resources.

The Baseline Schedule or Schedule Update submitted for acceptance shall not show variances from the requirements of these special provisions unless approved by the Engineer. The Contractor shall make specific mention of the variations in the letter of transmittal and shall make the associated adjustments to the project schedule. The Contractor will not be relieved of the responsibility for executing the work in strict conformance with the provisions in the requirements of these special provisions. In the event of a conflict between the requirements of these special provisions and the information provided or shown on an accepted schedule, the requirements of these special provisions shall take precedence.

Each schedule submitted to the Engineer shall comply with the limits imposed by these special provisions, with the specified intermediate milestones and completion dates, and with the constraints, restraints or sequences included in these special provisions, except that after the Engineer accepts the baseline schedule, the Contractor may show a late scheduled completion date on subsequent updates or revisions. The degree of detail shall include factors to the satisfaction of the Engineer, including, but not limited to:

- A. Physical breakdown of the project;
- B. Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in these special provisions, the planned substantial completion date, and the final completion date;
- C. Type of work to be performed, the sequences and the activities to be performed by subcontractors;
- D. Procurement, submittal, submittal review, manufacture, test, delivery, and installation of major materials and equipment that require approval;
- E. Preparation, submittal and approval of shop or working drawings and material samples showing time, as specified in these special provisions for the Engineer's review;
- F. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, railroads, and utilities as indicated in these special provisions;
- G. Identification of each utility relocation or interface as a separate activity;
- H. Batch plant erection and plant certification;
- I. Erection and removal of falsework or shoring;
- J. Submission and approval of reports or results for major tests, such as that for pile loading or traffic controllers;
- K. Indicate long-term ramp and connector closing and opening events, traffic switches, and opening and closing of pavements to traffic as separate one day activities;
- L. Punch-list and final clean-up;
- M. State-owned float as the last activity in the schedule, at the end of which is the Scheduled Completion Date;
- N. Activity coding conventions shall include the following:

	Code	Value	Description
(1) Responsibility	RESP	CT	Caltrans
		UTIL	Utility Company
		RAIL	Railroad
		xxxx	Contractor
		xxxx	Subcontractor
		xxxx	others, as needed
(2) Stage	STGE	1	Stage 1
		2	Stage 2
		other designations	other descriptions, as needed
(3) Phase	PHAS	1	Phase 1
		2	Phase 2
		other phases	other phases, as needed
(4) Utilities	UTIL	PGE	Pacific Gas & Electric
		BELL	Pacific Bell
		GTE	GTE
		SCE	Southern California Edison
		other utilities	other utilities, as needed
The Contractor may include additional coding conventions, such as Ramps (RAMP), Facilities (FAC), and Events (EVNT).			

The work shall be executed in the sequence indicated in the accepted baseline schedule and subsequent accepted updates and revisions. Once the Engineer accepts a CPM schedule, the Contractor shall neither artificially improve the progress nor artificially change the quantity of float in any part of the schedule by artificially adding or deleting activities, revising schedule logic restraints, or changing planned activity durations. Schedule changes of planned work shall be documented in a properly submitted revision. The Contractor may improve the progress by performing sequential activities concurrently or by performing activities more quickly than planned. In the case of multiple critical paths, float generated by early completion of one or a sequence of activities will be considered in determining if that sequence of activities remains on the critical path.

The schedule shall be modified to reflect actual events and conditions, including non-work days, as these events and conditions occur for historical purposes and for use in time impact analysis. Submittals and Engineer review time shall be shown in the progress schedule, including CPM schedule updates and revisions. The duration of the Engineer review activity shall be 15 days unless specified otherwise in these special provisions.

The Contractor shall be allowed to show an early or late scheduled completion date on schedule updates and revisions. The Engineer will use the most current, accepted schedule update and revision, and Contractor-provided cause, time-impact and schedule-delay analysis that is acceptable to the Engineer to determine apparent impacts.

The Engineer shall have 20 days to review and accept or reject the baseline schedule. The Engineer shall have 15 days to review and accept or reject any updated or revised schedule. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new review period of 5 days will begin. After the baseline schedule is accepted, schedules that are not accepted or rejected within the required review period will be deemed to have been accepted by the Engineer. Acceptance of a schedule does not relieve the Contractor of the responsibility of submitting complete and accurate information.

PRE-CONSTRUCTION SCHEDULING CONFERENCE

The Contractor shall schedule, and the Engineer will conduct, a Pre-construction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within 10 days after approval of the contract. At this meeting, the Engineer will review the requirements of this section of the special provisions with the Contractor. The Contractor shall submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and shall be prepared to discuss the proposed work plan and schedule methodology that complies with the requirements of these special provisions. If the Contractor proposes deviations to the construction staging of the project, the Contractor shall submit a general time-scaled logic diagram displaying the deviations and resulting time impacts and shall be prepared to discuss the proposal. At this meeting, the Contractor shall additionally submit the alpha-numeric coding structure and the activity identification system for labeling the work activities. To easily identify relationships, each activity description shall indicate its associated scope or location of work by including such terms as quantity of material, type of work, Bridge Number, Station to Station location, side of highway (such as left, right, northbound, southbound), lane number, shoulder, ramp name, ramp line descriptor or mainline. The Engineer will review and comment on the logic diagram, the coding structure and activity identification system within 15 days after submission by the Contractor. The Contractor shall make modifications to

the time-scaled logic diagram, the coding structure, and activity identification system that the Engineer requests and shall employ that coding structure and identification system. The Contractor shall include the Engineer-requested modifications in the baseline schedule.

NETWORK DIAGRAM AND PROJECT SCHEDULE REPORTS

Schedules submitted to the Engineer, including the baseline schedule, shall include originally-plotted time-scaled network diagram(s). Network diagrams shall be based on early start and early finish dates of activities shown. The network diagrams submitted to the Engineer shall also be accompanied by the CPM software-generated tabular reports for each activity included in the project schedule. Three different report sorts shall be provided: Early Start, Total Float, and Activity Number which shall show the predecessors and successors for each activity. Tabular reports, 215 mm x 280 mm size (8 1/2" x 11"), shall be submitted to the Engineer and shall include at a minimum, the following:

- A. Data date;
- B. Predecessor and successor activity numbers and descriptions;
- C. Activity number and description;
- D. Activity code(s);
- E. Scheduled, or actual and remaining durations for each activity;
- F. Earliest start date (by calendar date);
- G. Earliest finish date (by calendar date);
- H. Actual start date (by calendar date);
- I. Actual finish date (by calendar date);
- J. Latest start date (by calendar date);
- K. Latest finish date (by calendar date);
- L. Free Float, in work days;
- M. Total Float, in work days;
- N. Percentage of activity complete and remaining duration for incomplete activities;
- O. Lag(s); and
- P. Imposed constraints.

The networks shall be drafted time-scaled to show a continuous flow of information from left to right. The primary path(s) of criticality shall be clearly and graphically identified on the network(s). The network diagram shall be prepared on E-size sheets, 860 mm x 1120 mm (34" x 44"), and shall have a title block in the lower right-hand corner and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the Engineer's approval.

The narrative report shall be organized as follows:

- A. Contractor's Transmittal Letter;
- B. Work completed during the period;
- C. Identification of unusual resources: manpower, material, or equipment restrictions or use, including multiple shifts, 6-day work weeks, specified overtime, or work at times other than regular days or hours;
- D. Description of the current critical path;
- E. Changes to the critical path since the last schedule submittal;
- F. Description of problem areas;
- G. Current and anticipated delays:
 - 1. Cause of delay,
 - 2. Impact of delay on other activities, milestones and completion dates,
 - 3. Corrective action and schedule adjustments to correct the delay;
- H. Pending items and status thereof:
 - 1. Permits,
 - 2. Change Orders,
 - 3. Time Adjustments,
 - 4. Non-Compliance Notices;

- I. Contract completion date(s) status:
 - 1. Ahead of schedule and number of days,
 - 2. Behind schedule and number of days,
 - 3. If date changes, explain the cause;

- J. Attached Updated Network Diagram and Reports.

Schedule network diagrams, tabular reports and narrative reports shall be submitted to the Engineer for acceptance in the following quantities:

- A. Two sets of originally-plotted, time-scaled network diagram(s);
- B. Two copies of each of the three sorts of the CPM software-generated tabular reports 215 mm x 280 mm size (8 1/2" x 11");
- C. One 1.44-megabyte 89 mm (3.5 inch) floppy diskette containing the schedule data;
- D. Two copies of the narrative report.

BASELINE SCHEDULE REQUIREMENTS

Within 30 days after approval of the contract, the Contractor shall submit a baseline schedule to the Engineer. The baseline project schedule shall have a data date of the first working day of the contract and shall not include any completed work to-date. The baseline schedule shall be practicable; include the entire scope of work; meet interim target dates, milestones, stage construction requirements, and internal time constraints; show logical sequence of activities; and shall not extend beyond the number of working days originally provided in these special provisions. An early completion schedule will be acceptable provided that the schedule meets the requirements of these special provisions and the Standard Specifications.

The baseline CPM progress schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project, to permit monitoring and evaluation of progress, and the analysis of time impacts. The baseline schedule shall depict how the Contractor plans to complete the whole work involved, and shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum, as determined by the Engineer. A total of not more than 50 percent of the baseline schedule activities shall be critical or near-critical, unless otherwise approved by the Engineer.

Activities shall have a duration of not less than one working day nor more than 20 working days, unless otherwise approved by the Engineer. The activities in the baseline schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor. The baseline schedule shall not attribute negative float or negative lag to an activity.

MONTHLY SCHEDULE UPDATES

On or before the first calendar day of each month, the Contractor shall meet with the Engineer to review contract progress. At the monthly progress meeting the Contractor shall submit to the Engineer an update of the network diagram and project schedule reports as defined above. Update schedules shall have a data date of the twenty-first calendar day of the month, or other date as established by the Engineer, and shall include the information available up to that date. Durations for work that has been completed will be shown on the schedule as the work actually occurred, including Engineer submittal review and Contractor resubmittal times.

SCHEDULE REVISIONS

When the Contractor proposes a revision to an accepted schedule, the Contractor shall state in writing the reasons for the change, as well as the specifics, such as, but not limited to, revisions to activities, logic, durations, and other matters pertinent to the proposed revisions. If the Engineer considers a schedule revision to be of a major nature, the Engineer may require the Contractor to revise and submit for acceptance the affected portion(s) of the project schedule and an analysis to show the effect on the entire project. In addition to the revision submittal, the Contractor shall submit a schedule update with the same data date as the revision which is to reflect the project condition just prior to implementing the revision. The Contractor shall discuss contemplated revisions with the Engineer prior to the submittal.

Within 15 days, the Contractor shall submit a revised CPM network for approval when requested by the Engineer, or when any of the following occurs:

- A. There is a significant change in the Contractor's operations that affects the critical or near critical path(s).
- B. The scheduled completion date of the current submitted updated CPM schedule indicates that the contract progress is 20 days or more behind the current accepted schedule or revision.

- C. The Contractor or the Engineer considers that an approved or anticipated change will impact the critical or near critical path or contract progress.

SCHEDULE TIME ADJUSTMENT

When the Contractor requests a time adjustment due to contract change orders or delays, or if the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, the Contractor shall submit a written time impact analysis to the Engineer illustrating the impacts of each change or delay on the current scheduled completion date or milestone completion date. The analysis shall use the currently accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the currently accepted schedule does not appropriately represent the conditions prior to the event, the schedule shall be updated to the day before the event being analyzed. An additional analysis shall be performed after the completion of the event. If the event is on the critical path at the time of its completion, then the difference between the scheduled completion dates of these 2 analyses shall be equal to the adjustment in time. The time impact analysis shall include one or more fragnet(s) demonstrating how the Contractor proposes to incorporate the event(s) into the schedule, including logic and duration of the proposed activities. Until such time that the Contractor provides the analysis, the Engineer may, at his option, construct and utilize the project as-built schedule or other recognized method to determine adjustments in contract time.

Time impact analyses shall be submitted in duplicate within 15 days of a delay and shall be used in determining contract change order days. Approval or rejection of each time impact analysis by the Engineer will be made within 15 days after receipt of the time impact analysis. In the event the Contractor does not agree with the decision of the Engineer regarding the impact of a change or delay, notice shall be given in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The third paragraph of Section 4-1.03A of the Standard Specifications shall not apply.

FINAL SCHEDULE UPDATE

Within 30 days after acceptance of the contract by the Director, the Contractor shall submit a final update of the schedule (as-built schedule) with actual start and actual finish dates for the activities. The Contractor shall submit a written certificate with this submittal signed by the Contractor's Project Manager and an officer of the company stating "To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager. Submittal of the final schedule update and the certification shall be a condition precedent to the release of any retained funds under the contract.

PAYMENT

Progress schedule (critical path) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path) shall include full compensation for furnishing all labor, material (including computer hardware and software), tools, equipment, and incidentals; and for doing all the work involved in preparing, furnishing, updating, and revising progress schedules; maintaining and repairing the computer hardware; and instructing and assisting the Engineer in the use of the computer hardware and software, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payments for the progress schedule (critical path) contract item will be made as follows:

- A. A total of 50 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 5 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and required CPM training.
- B. A total of 60 percent of the progress schedule (critical path) contract item amount will be made upon achieving all of the following: 25 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- C. A total of 75 percent of the progress schedule (critical path) contract item amount will be made when 50 percent of all work completed, accepted baseline, and all accepted required schedule updates and revisions.
- D. A total of 100 percent of the progress schedule (critical path) contract item amount will be made when 100 percent of all work completed, accepted baseline, all accepted required schedule updates and revisions, and a completed and certified Final Schedule Update.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of progress schedule (critical path). Adjustments in compensation for progress schedule (critical path) will not be made for any increased or decreased work ordered by the Engineer in furnishing progress schedules.

RETENTION

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit pre-construction scheduling documents, an acceptable baseline, acceptable updated schedule, or acceptable revised progress schedule (critical path) conforming to the requirements of these special provisions as determined by the Engineer. Retentions for failure to submit acceptable CPM progress schedules shall be in addition to other retentions provided for in the contract. Retentions for failure to submit progress schedules (critical path) will be released for payment on the next monthly estimate for partial payment following the date that pre-construction scheduling documents and acceptable progress schedules (critical path) are submitted to the Engineer, and no interest will be due the Contractor.

10-1.05 OVERHEAD

Overhead shall consist of the time related overhead costs of the Contractor as specified in this special provision and will be paid for in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

Sections 4-1.03B, "Increased and Decreased Quantities," 4-1.03C, "Changes in Character of Work," and 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply to overhead.

Overhead shall consist of those time related overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and any other charges incurred only once during the contract.

Field office overhead expenses include time related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to any of the work of the contract. Such time related costs include, but are not limited to, the salaries and benefits of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies and equipment costs of the project field office. The rate of field office overhead shall exclude all one-time charges not related to time, such as mobilization, licenses, permits, and any other charges not incurred on a regular basis during the contract.

Home office overhead or general and administrative (G&A) expenses refer to the fixed costs of operating the Contractor's business. Such costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project estimating. The rate of home office overhead shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of overhead to be paid will be measured by the day. The estimated amount will be based on the number of working days, excluding any days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the quantity of overhead eligible for payment will be based on the total number of working days as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule. The quantity of overhead, as measured above, will be adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

1. suspensions of work ordered in accordance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
 - a. suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations; or
 - b. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; or
 - c. any other suspensions mutually agreed upon between the Engineer and the Contractor.
2. extensions of time granted by the State in accordance with the provisions of the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or
3. reductions in contract time set forth in approved contract change orders, in accordance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event a Cost Reduction Incentive Plan (CRIP) is submitted by the Contractor, and is subsequently approved by the Engineer, which provides for a reduction in contract time, the quantity of overhead associated with the reduction in contract time, shall be considered as a net savings in the total cost of overhead. The Contractor will be paid 50 percent of the estimated net savings of the overhead, in accordance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

If the quantity of overhead, measured in accordance with this special provision, exceeds 149 percent of the number of days, specified in the Engineer's Estimate, the Contractor shall, within 60 calendar days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination is to be performed in accordance with the American Institute of Certified Public Accountants Attestation Standards. The audit examination is to determine if the total quantity of time related overhead is:

1. allowable in accordance with Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31;
2. adequately supported by reliable documentation; and
3. related solely to the project under examination.

The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. Upon the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time related overhead specified in the audit submitted by the Contractor. The actual rate of time related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer elects, or if requested in writing by the Contractor, contract item payments for overhead, in excess of 149 percent of the number of days designated in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination in accordance with the provisions of Section 9-1.03B, "Work performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost.

The contract price paid per day for overhead shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in overhead, complete in place, including all field and home office overhead costs incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor, and the Contractor's share of costs of audits of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer.

Full compensation for overhead costs involved in the performance of extra work at force account shall be considered as included in the markups specified in "Force Account Payment," of these special provisions.

Full compensation for overhead cost involved in performing additional contract item work that is not a controlling operation and for all overhead, other than the overhead measured and paid for as specified in this special provision, shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of days to be included for payment in each monthly partial payment estimate for overhead will be the number of working days, specified above to be measured for payment, that occurred during that monthly estimate period. For progress pay purposes, the contract amount earned for overhead shall be either 100 percent of the contract item price for overhead or 20 percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions times the number of working days specified above to be measured for payment that occurred during the monthly estimate period, whichever is the lesser.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, not yet paid for the total contract item price for overhead and the amount, if any, payable for the contract item price for time overhead in excess of 20 percent of the original contract amount, will be included for payment in the first estimate made after acceptance of the contract in accordance with Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

10-1.06 OBSTRUCTIONS

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

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

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

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

The utility facilities listed in the following table, and other utility facilities that possibly exist at locations which might interfere with the pile driving or substructure construction, will not be rearranged in advance of or during construction operations. Should the Contractor desire to have any of the utility facilities rearranged or temporarily deactivated for his convenience, the Contractor shall make the necessary arrangements as provided in Section 8-1.10:

Utility Facility	Location
Southern California Gas Company 150 mm Gas Line	Approximately 5 meters right of Hueneme Road Centerline

Full compensation for conforming to the requirements of this section, not otherwise provided for, 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.

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 conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Approved Traffic Products" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

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

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Approved Traffic Products" of these special provisions.

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.

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

Openings shall be provided through bridge falsework for the use of public traffic at each location where falsework is constructed over the streets or routes listed in the following table. The type, minimum width, height, and number of openings at each location shall conform to the requirements in the table. The width of vehicular openings shall be the clear width between temporary railings or other protective work.

Hueneme Road Undercrossing
Bridge 52-0193L/R

	Number	Width	Height
Vehicle Openings	2 (1 opening for each traffic direction)	3.4 Meters	4.42 Meters

The exact location of openings will be determined by the Engineer.

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

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

A minimum of one paved traffic lane, not less than 3.35 m wide, shall be open for use by public traffic in each direction of travel.

No work that interferes with public traffic shall be performed between 6:00 a.m. and 9:00 a.m. or between 3:00 p.m. and 6:00 p.m. except work required under Sections 7-1.08 and 7-1.09.

Whenever vehicles or equipment are parked on the freeway shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

Except as otherwise provided in these special provisions, freeway lanes, and ramps shall be closed only during the hours shown on Charts 1 through 15 included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

No two consecutive on-ramps or consecutive off-ramps in the same direction of travel shall be closed at the same time unless otherwise permitted by the Engineer.

If two or more consecutive on-ramps are permitted to be closed, the Contractor, at his expense, shall furnish and install special signs for entrance ramp closures (sign SP-4) as directed by the Engineer.

When an off-ramp is closed, the Contractor shall furnish and erect, as directed by the Engineer, a special sign for exit ramp closures (sign SP-3 or SP-5) as shown on the plans.

Special advance notice publicity signs (sign SP-1), as shown on the plans shall be posted as directed by the Engineer, a minimum of 7 days prior to the actual ramp closure. When ramps are closed, public traffic shall be detoured as directed by the Engineer.

Furnishing, erecting, maintaining, and removing special portable freeway detour signs (sign SP-2) along the detour routes as directed by the Engineer shall be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing special signs for exit ramp closures (SP-3 or SP-5), special advance notice publicity signs (SP-1) as shown on the plans or in these special provisions shall be considered as included in the contract lump sum price paid for traffic control system and no additional payment will be made therefor.

All aforementioned special signs shall become the property of the Contractor at the conclusion of this project and shall be removed from the worksite.

On those days when the Strawberry Festival is scheduled, no work that encroaches onto the traveled ways shall be allowed from 3 hours before to 2 hours following the event, unless otherwise permitted by the Engineer.

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.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

Chart No. 1																								
Multilane Lane Requirements																								
Location: N/B Rte. 1 Fwy from Calleguas Creek to Etting Rd.																								
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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Working day before designated legal holiday	1	1	1	1	1	1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Legend: 1 Provide at least one through freeway lane open in direction of travel No lane closure permitted; work permitted anywhere that does not require freeway lane closure X No lane closure permitted; no work permitted on north roadway																								
REMARKS: Number of Through Traffic Lanes - 2																								

Chart No. 2																								
Multilane Lane Requirements																								
Location: S/B Rte. 1 Fwy from Etting Rd. to Calleguas Creek																								
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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Working day before designated legal holiday	1	1	1	1	1	1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Designated legal holidays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Legend: 1 Provide at least one through freeway lane open in direction of travel No lane closure permitted; work permitted anywhere that does not require freeway lane closure X No lane closure permitted; no work permitted on north roadway																								
REMARKS: Number of Through Traffic Lanes - 2																								

Chart No. 3																								
Ramp Lane Requirements																								
Location: N/B Rte. 1 Fwy; Las Posas Rd. off-ramp and on-ramp																								
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	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Ramp may be closed Work permitted anywhere that does not require ramp lane closure																								
REMARKS:																								

Chart No. 4																								
Ramp Lane Requirements																								
Location: S/B Rte. 1 Fwy; Las Posas Rd. off-ramp																								
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	X	X	X	X	X					X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X					X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X																			
Designated legal holidays																								
Legend: X Ramp may be closed Work permitted anywhere that does not require ramp lane closure																								
REMARKS:																								

**Chart No. 5
Ramp Lane Requirements**

Location: S/B Rte. 1 Fwy; Las Posas Rd. on-ramp

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	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 6
Ramp Lane Requirements**

Location: N/B Rte. 1 Fwy; Wood Rd. off-ramp

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	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 7
Ramp Lane Requirements**

Location: N/B Rte. 1 Fwy; Wood Rd. on-ramp

FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X	X																		
Designated legal holidays																									

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 8
Ramp Lane Requirements**

Location: S/B Rte. 1 Fwy; Wood Rd. off-ramp

FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	X	X	X	X	X						X	X	X							X	X	X	X	X	X
Fridays	X	X	X	X	X						X	X	X							X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X																				
Designated legal holidays																									

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 9
Ramp Lane Requirements**

Location: S/B Rte. 1 Fwy; Wood Rd. on-ramp

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	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 10
Ramp Lane Requirements**

Location: N/B Rte. 1 Fwy; Hueneme Rd. off-ramp

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	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 11
Ramp Lane Requirements**

Location: N/B Rte. 1 Fwy; Hueneme Rd. on-ramp

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	X	X	X	X	X	X				X	X	X	X	X					X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X					X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 12
Ramp Lane Requirements**

Location: S/B Rte. 1 Fwy; Hueneme Rd. off-ramp

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	X	X	X	X	X					X	X	X							X	X	X	X	X	X
Fridays	X	X	X	X	X					X	X	X							X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X																			
Designated legal holidays																								

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 13
Ramp Lane Requirements**

Location: S/B Rte. 1 Fwy; Hueneme Rd. on-ramp

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	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

**Chart No. 14
Ramp Lane Requirements**

Location: N/B Rte. 1 Fwy; Nauman Rd. off-ramp

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	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								

Legend:

X Ramp may be closed

Work permitted anywhere that does not require ramp lane closure

REMARKS:

Chart No. 15 Ramp Lane Requirements																								
Location: S/B Rte. 1 Fwy; Nauman Rd. off-ramp																								
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	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Fridays	X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X
Working day before designated legal holiday	X	X	X	X	X	X																		
Designated legal holidays																								
Legend: X Ramp may be closed Work permitted anywhere that does not require ramp lane closure																								
REMARKS:																								

Erection and removal of falsework shall be undertaken one location at a time. During falsework erection and removal, public traffic in the lanes over which falsework is being erected or removed shall be stopped for periods of time not to exceed 10 minutes. Following each time traffic is stopped, the accumulated traffic shall pass through the work before another closure is made. Erection shall include all adjustments or removal of falsework components prior to concrete placement that contribute to the horizontal stability of the falsework system. Removal shall include lowering falsework, blowing sand from sand jacks, turning screws on screw jacks and removing wedges.

Regardless of the construction procedure, methods and equipment selected, the Contractor shall have necessary personnel, materials and equipment on the site to erect or remove the falsework over any one opening prior to detouring or stopping public traffic, and shall erect or remove the falsework in an expeditious manner in order that inconvenience to public traffic will be at a minimum.

The Contractor may occupy one 3-meter lane while placing or removing forms for the superstructure of bridges over Hueneme Road which is to remain open. Occupation of a traffic lane because of form work at a location will be permitted only during such times as construction operations are actually in progress and only during daylight hours except during hours excluded on the charts included in this section "Maintaining Traffic," designated legal holidays and days preceding designated legal holidays, or when necessary for the safety of public traffic.

10-1.10 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.11 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

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

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

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

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

STATIONARY LANE CLOSURE

When lane and ramp closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.

The 150-m section of a lane closure, shown along lane lines between the 300-m lane closure tapers on the plans entitled "Traffic Control System for Lane Closures on Freeways and Expressways" and "Traffic Control System for Lane and Complete Closures on Freeways and Expressways" shall not be used.

MOVING LANE CLOSURE

Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 2.1 m above the ground, but should be as high as practicable.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMA shall be _____ mm \pm _____ mm above the ground at all points for proper impact performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

PAYMENT

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

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

10-1.12 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. On multilane roadways (freeways and expressways) edgeline delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers, including underlying adhesive, and removable traffic tape which are applied to the final layer of surfacing or existing pavement to remain in place or which conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE

Whenever lanelines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary pavement markers shall be the same color as the laneline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 7.3 m and shall be used for a maximum of 14 days on lanes opened to public traffic. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary laneline and centerline delineation) for those areas where temporary laneline and centerline delineation is not shown on the plans and for providing equivalent patterns of permanent traffic lines for those areas when required, shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

TEMPORARY EDGELINE DELINEATION

On multilane roadways (freeways and expressways), whenever edgelines are obliterated and temporary pavement delineation to replace those edgelines is not shown on the plans, the edgeline delineation to be provided for those areas adjacent to lanes open to public traffic shall be as follows:

- A. Temporary pavement delineation for right edgelines shall, at the option of the Contractor, consist of either a solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m.
- B. Temporary pavement delineation for left edgelines shall, at the option of the Contractor, consist of either solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m or temporary pavement markers placed at longitudinal intervals of not more than 1.8 m. Temporary pavement markers used for temporary left edgeline delineation shall be one of the types of temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions.

Traffic stripe (100-mm wide) placed as temporary edgeline delineation which will require removal shall conform to the provisions of "Temporary Traffic Stripe (Tape)" of these special provisions. Where removal of the 100-mm wide traffic stripe will not be required, painted traffic stripe conforming to the provisions of "Temporary Traffic Stripe (Paint)" of these special provisions may be used. The quantity of temporary traffic stripe (tape) or temporary traffic stripe (paint) used for this temporary edgeline delineation will not be included in the quantities of tape or paint to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the project site to maintain the cones or delineators during the hours of the day that the portable delineators are in use.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in "Pavement Markers" of these special provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (900 mm) listed in "Approved Traffic Products" of these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic as determined by the Engineer.

The quantity of channelizers used as temporary edgeline delineation will not be included in the quantity of channelizers to be paid for. Full compensation for furnishing, placing, maintaining and removing temporary edgeline delineation for those areas where temporary edgeline delineation is not shown on the plans shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

TEMPORARY TRAFFIC STRIPE (PAINT)

Temporary traffic stripe consisting of painted traffic stripe shall be applied and maintained at the locations shown on the plans. The painted temporary traffic stripe shall be complete in place at the location shown prior to opening the traveled way to public traffic. Removal of painted temporary traffic stripe will be required.

Temporary painted traffic stripe shall conform to the provisions in "Paint Traffic Stripe" of these special provisions, except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless of whether on new or existing pavement.

At the Contractor's option, temporary removable striping tape listed in "Approved Traffic Products" of these special provisions may be used instead of painted temporary traffic stripes. When traffic stripe tape is used in place of painted temporary traffic stripes, the tape will be measured and paid for by the meter as temporary traffic stripe (paint).

When painted traffic stripe is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 1.8 m may be used in place of the temporary painted traffic stripe. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions. When temporary reflective pavement markers are used in place of temporary painted traffic stripe, payment for those temporary pavement markers will be made on the basis of the theoretical quantity of temporary traffic stripe (paint) required for the left edgeline the temporary pavement markers replace.

TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be applied at the locations shown on the plans. The pavement markers shall be applied complete in place at the locations shown prior to opening the traveled way to public traffic.

Temporary pavement markers shown on the plans shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Approved Traffic Products" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

Where the temporary pavement delineation shown on the plans for lanelines consists entirely of a pattern of broken traffic stripe and pavement markers, the Contractor may use groups of the temporary pavement markers for long term day/night use (6 months or less) in place of painted temporary traffic stripe. The groups of pavement markers shall be spaced as shown on the plans for a similar pattern of permanent traffic line, except pavement markers shown to be placed in the gap between the broken traffic stripe shall be placed as part of the group to delineate the pattern of broken temporary traffic stripe. The kind of laneline delineation selected by the Contractor shall be continuous within a given location. Payment for those temporary pavement markers used in place of temporary traffic stripe will be made on the basis of the theoretical length of the patterns of temporary traffic stripe (paint).

Placement of the retroreflective pavement markers used for temporary pavement markers shall conform to the provisions in "Pavement Markers" of these special provisions except the waiting period provisions before placing the pavement markers on new asphalt concrete surfacing as specified in Section 85-1.06, "Placement," of the Standard Specifications shall not apply and epoxy adhesive shall not be used to place pavement markers in areas where removal of the pavement markers will be required.

Temporary traffic stripe (paint) will be measured and paid for in the same manner specified for paint traffic stripe (1-coat) in Section 84-3.06, "Measurement," and Section 84-3.07, "Payment," of the Standard Specifications.

Temporary pavement markers, shown on the plans, will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the Standard Specifications. Temporary pavement markers used for temporary laneline delineation for areas which are not shown on the plans will not be included in the quantities of temporary pavement markers to be paid for. Full compensation for removing temporary pavement markers, when no longer required, shall be considered as included in the contract unit price paid for temporary pavement marker and no separate payment will be made therefor.

10-1.13 CHANNELIZER

Channelizers shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers shall conform to the provisions in "Approved Traffic Products" of these special provisions.

When no longer required for the work as determined by the Engineer, channelizers and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

10-1.14 TEMPORARY RAILING

Temporary railing (Type K) shall be placed as shown on the plans, as specified in the Standard Specifications or these special provisions or where ordered by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Approved Traffic Products" of these special provisions.

Temporary railing (Type K) shall conform to the details shown on Standard Plan T3. 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.

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

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

10-1.15 TEMPORARY CRASH CUSHION MODULE

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

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

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 4.6 m or more from a lane carrying public traffic and the temporary crash cushion

is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

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 Pintoresco, 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 herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

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 the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be measured and paid for as temporary crash cushion module.

If the Engineer orders a lateral move of the sand filled temporary crash cushions and the repositioning is not shown on the plans, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.16 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, and are available at the Office of Structure Maintenance and Investigations, Los Angeles, California, Telephone (213) 897-6156.

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.

REPAIR EXISTING ROADBED

Where designated by the Engineer, broken, failed or other unsatisfactory portions of the existing roadbed shall be removed and disposed of and the resulting hole shall be backfilled as directed by the Engineer.

Removing and replacing existing pavement will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, and terminal anchor assemblies shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

REMOVE CHAIN LINK FENCE

Existing chain link fence, including post footings, where shown on the plans, shall be removed and disposed of.

Full compensation for backfilling and compacting post holes shall be considered as included in the contract price paid per meter for remove chain link fence and no additional compensation will be allowed therefor.

REMOVE PAVEMENT MARKER

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

REMOVE TRAFFIC STRIPE

Painted traffic stripes to be removed shall be removed at the locations shown on the plans and at the locations designated by the Engineer.

Nothing in these special provisions shall relieve the Contractor from the Contractor's responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

REMOVE YELLOW PAINTED AND YELLOW THERMOPLASTIC TRAFFIC STRIPES

Yellow painted and yellow thermoplastic traffic stripes to be removed shall be removed at the locations shown on the plans (including in the cold planing area) and at the locations designated by the Engineer and in conformance with these special provisions.

Yellow thermoplastic and yellow painted traffic stripes may contain lead and chromium. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed hazardous waste thresholds established by the California Code of Regulations and may produce toxic fumes when heated.

The removed yellow thermoplastic and yellow paint material shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 90 days after accumulating 100 kg of residue and dust. The Contractor shall make all arrangements with the operator of the disposal facility and perform all testing of the yellow thermoplastic and yellow paint residue required by the operator. The Contractor shall submit the name and location of the facility along with testing requirements to the Engineer not less than 21 days prior to removal of the yellow thermoplastic and yellow painted traffic stripes. The Contractor removing the yellow thermoplastic and yellow paint shall submit the written compliance programs required in Subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer not less than 21 days prior to the start of the removal operations. The compliance programs shall be prepared by an industrial hygienist certified by the American Board of Industrial Hygiene and shall cover all Contractor employees removing or handling the yellow thermoplastic and yellow paint residue. Inspection reports shall be made in conformance with Section 1532.1, "Lead," and shall be submitted to the Engineer.

Prior to performing any removal, personnel who have no prior lead training, including State personnel, shall complete a safety training class provided by the Contractor. The training shall meet the requirements of Title 8, Section 1532.1. The number of State personnel to be trained shall be 2.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripes, the residue, including dust, shall be contained and collected immediately. Sweeping shall not be performed. Collection shall be by a HEPA vacuum attachment operated concurrently, or other equally effective method, with the removal operations. The Contractor shall submit a removal, storage, and disposal workplan, in writing, to the Engineer for approval not less than 21 days prior to the start of the removal operations.

The collected residue shall be stored in labeled and covered containers. The containers shall be approved by the United States Department of Transportation for transportation and temporary storage. The containers shall be handled in such a manner that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits approved by the Engineer while awaiting test results required by the operators of the disposal facility.

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

Removed yellow thermoplastic and yellow paint material shall remain the property of the State.

The removed material shall be transported to the Class 1 disposal facility by a transporter currently registered with the California Department of Toxic Substance Control using current manifesting procedures. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator.

The Contractor shall assume that the yellow thermoplastic and yellow paint residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for residue regulated under RCRA, as determined by the test results, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Except as otherwise provided above for possible additional costs to be paid for as extra work, full compensation for submitting the required compliance programs, making arrangements with the Class 1 disposal facility operator, providing for the temporary storage of the residue within a secured area, testing the residue as required by the disposal facility operator, transportation of the residue to the Class 1 disposal facility, and disposal of the residue, all as specified herein, shall be considered as included in the contract prices paid per meter for remove yellow thermoplastic traffic stripe and remove yellow painted traffic stripe and no additional compensation will be allowed therefor.

Nothing in these special provisions shall relieve the Contractor from the Contractor's responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

REMOVE DRAINAGE FACILITIES

Existing spillway assembly, where shown on the plans to be removed, shall be completely removed and disposed of, without any damage to the connecting pipes or structures. Any damage to the pipes or structures that should remain in place shall be replaced or repaired by the Contractor to a conditions equal to that of existing prior to the removal operations. Replacement of the connecting pipes or the repair of the structures damaged during the drainage inlet or spillway assembly removal operations shall be at the Contractor's expense and no additional compensation will be allowed therefor.

REMOVE ASPHALT CONCRETE DIKE

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed.

Prior to removing the dike, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 50 mm.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The dike shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

In areas less than 750 mm in width, cold planing shall be done by utilizing the cutting head specified above with fewer cutters, or by other methods as approved by the Engineer.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Following planing operations, a drop-off of more than 45 mm will not be allowed between adjacent lanes open to public traffic.

Where transverse and longitudinal joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:60 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than 1 day shall elapse between the time when transverse and longitudinal joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square meter for the depth (maximum) designated in the Engineer's Estimate. The quantity to be paid for will be the actual area of surface cold planed for the depth (maximum) designated in the Engineer's Estimate, irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square meter for cold plane asphalt concrete pavement for the depth (maximum) designated in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers and additional traffic stripes in cold planing area, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

BRIDGE REMOVAL (PORTION)

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

Bridge removal portion shall consist of removing existing concrete barriers, portions of bridges and portions of wingwalls as shown on the plans for Hueneme Road Undercrossing (Bridge Numbers 52-0193L and 52-0193R).

Existing bar reinforcement shall be removed flush with the remaining surface except when being embedded in new concrete work.

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

The following additional requirements apply to the removal of portions of bridges whenever the removal work is to be performed over public traffic:

- A. A protective cover supported by falsework or members of the existing structure shall be constructed before beginning bridge removal work.
- B. The construction and removal of the protective cover and the installation and removal of temporary railings shall conform to the requirements under "Order of Work", "Maintaining Traffic" and "Temporary Railings" of these special provisions.
- C. The protective cover shall prevent any materials, equipment, or debris from falling onto the public traffic. The protective cover shall have a minimum strength equivalent to that provided by good, sound Douglas fir planking having a nominal thickness of 50 mm. Additional layers of material shall be furnished as necessary to prevent fine materials or debris from sifting down upon the traveled way and shoulders.
- D. The protective cover shall conform to the provisions for falsework in Section 51-1.06, "Falsework," of the Standard Specifications.
- E. The Contractor shall be responsible for designing and constructing a safe and adequate protective cover, and shoring and falsework needed to support the protective cover, all with sufficient strength and rigidity to support the entire load to be imposed.
- F. Bridge removal methods shall be described in the working drawings and calculations in sufficient detail to substantiate live loads used in the protective cover design. Dead and live load values assumed for designing the protective cover shall be shown on the working drawings.
- G. At locations where the bridge railing is to be removed, the protective cover shall extend from the face of the exterior girder or at least 0.6 m inside of the bridge railing to be removed, whichever is less, to at least 1.2 m beyond the outside face of the bridge railing.
- H. The protective cover shall extend at least 3 m beyond the outside face of the bridge railing, except that, at locations where the bridge railing is to be removed and new girders are not constructed, the protective cover shall extend from the face of the exterior girder or at least 0.6 m inside of the bridge railing to be removed, whichever is less, to at least 1.2 m beyond the outside face of the bridge railing.
- I. During the removal of bridge segments, and when portions of the bridge, such as deck slabs or box girder slabs, comply with the requirements for the protective cover, a separate protective cover need not be constructed.
- J. Before removal, the protective cover shall be cleaned of all debris and fine material.
- K. The protective cover shall provide the openings specified under "Maintaining Traffic" of these special provisions, except that when no openings are specified for bridge removal a vertical opening of 4.6 m and a horizontal opening of 9.8 m shall be provided for the passage of public traffic.
- L. Falsework or supports for protective cover shall not extend below the vertical clearance level nor to the ground line at any location within the roadbed.
- M. The construction of the protective cover as specified herein shall not relieve the Contractor of responsibilities specified in Section 7-1.12A, "Indemnification," and Section 7-1.12B, "Insurance," of the Standard Specifications.

REMOVE CONCRETE

Concrete curb and gutter, where shown on the plans to be removed, shall be removed.

Removing concrete curb and gutter, will be measured by the meter, measured along the curb before removal operations.

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

10-1.17 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

No clearing and grubbing shall take place on any slopes within the median areas between bridges at Hueneme Road, both sides of Hueneme Road, that are to receive Erosion Control Type D.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.18 EARTHWORK

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

Prior to applying Erosion Control Type D the finished grade within all median areas and median slopes between bridges at Hueneme Road shall be left in a rough grade approximately .20 m in depth. The rough grade shall then be track walked parallel to the shoulder or parallel to Hueneme Road. Care shall be taken to avoid removal of existing vegetation on the slopes between bridges at Hueneme Road.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

If the Contractor elects to use the "Weep Hole and Geocomposite Drain" alternative where permitted on the plans, the geocomposite drain shall conform to the details shown on the plans and the following:

- A. Attention is directed to "Engineering Fabrics" under "Materials" of these special provisions.
- B. Geocomposite drain shall consist of a manufactured core not less than 6.35 mm thick nor more than 50 mm thick with one or both sides covered with a layer of filter fabric that will provide a drainage void. The drain shall produce a flow rate, through the drainage void, of at least 25 liters per minute per meter of width at a hydraulic gradient of 1.0 and a minimum externally applied pressure of 168 kPa.
- C. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for the geocomposite drain certifying that the drain produces the required flow rate and complies with these special provisions. The Certificate of Compliance shall be accompanied by a flow capability graph for the geocomposite drain showing flow rates for externally applied pressures and hydraulic gradients. The flow capability graph shall be stamped with the verification of an independent testing laboratory.
- D. Filter fabric for the geocomposite drain shall conform to the provisions for fabric for underdrains in Section 88, "Engineering Fabrics," of the Standard Specifications.
- E. The manufactured core shall be either a preformed grid of embossed plastic, a mat of random shapes of plastic fibers, a drainage net consisting of a uniform pattern of polymeric strands forming 2 sets of continuous flow channels, or a system of plastic pillars and interconnections forming a semirigid mat.
- F. The core material and filter fabric shall be capable of maintaining the drainage void for the entire height of geocomposite drain. Filter fabric shall be integrally bonded to the side of the core material with the drainage void. Core material manufactured from impermeable plastic sheeting having nonconnecting corrugations shall be placed with the corrugations approximately perpendicular to the drainage collection system.
- G. The geocomposite drain shall be installed with the drainage void and the filter fabric facing the embankment. The fabric facing the embankment side shall overlap a minimum of 75 mm at all joints and wrap around the exterior edges a minimum of 75 mm beyond the exterior edge. If additional fabric is needed to provide overlap at joints and wrap-around at edges, the added fabric shall overlap the fabric on the geocomposite drain at least 150 mm and be attached thereto.
- H. Should the fabric on the geocomposite drain be torn or punctured, the damaged section shall be replaced completely or repaired by placing a piece of fabric that is large enough to cover the damaged area and provide a minimum 150-mm overlap.
- I. Plastic pipe shall conform to the provisions for edge drain pipe and edge drain outlets in Section 68-3, "Edge Drains," of the Standard Specifications.
- J. Treated permeable base to be placed around the slotted plastic pipe at the bottom of the geocomposite drain shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the Standard Specifications and these special provisions.
- K. The treated permeable base shall be enclosed with a high density polyethylene sheet or PVC geomembrane, not less than 250 μm thick, which is bonded with a suitable adhesive to the concrete and geocomposite drain. Surfaces to receive the polyethylene sheet shall be cleaned before applying the adhesive. The treated permeable base shall be compacted with a vibrating shoe type compactor.

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.

Pervious backfill material in connection with bridge work will be measured and paid for by the cubic meter as structure backfill (bridge).

If structure excavation or structure backfill involved in bridges is not otherwise designated by type, and payment for the structure excavation or structure backfill has not otherwise been provided for in the Standard Specifications or these special provisions, the structure excavation or structure backfill will be paid for at the contract price per cubic meter for structure excavation (bridge) or structure backfill (bridge).

Full compensation for geocomposite drain , including manufactured core, filter fabric, cement treated permeable base and polyethylene sheet, when selected by the Contractor, shall be considered as included in the contract price paid per cubic meter for structure backfill (bridge) and no additional compensation will be allowed therefor.

10-1.19 SHOULDER BACKING

This work shall consist of constructing shoulder backing adjacent to the edge of the new surfacing in conformance with the details shown on the plans and these special provisions.

Material for shoulder backing shall consist of native material. The material shall be bladed or graded from areas adjacent to the shoulder backing as determined by the Engineer or as shown on the plans.

If the quantity of native material along the roadway is insufficient, as determined by the Engineer, to complete construction of the shoulder backing, imported material, as ordered by the Engineer, shall be furnished. Furnishing, hauling, and depositing this imported material, if required, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The areas where shoulder backing is to be constructed and areas where native material is to be obtained for shoulder backing shall be cleared of weeds, grass, and debris. Removed weeds and grass shall be disposed of uniformly over adjacent slope areas and removed debris shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Large rocks in native material used for shoulder backing shall be removed if ordered by the Engineer. Removal of large rocks from native material will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Shoulder backing material shall be thoroughly mixed with the basement material by scarifying or blading and then watered and rolled to form a smooth, firmly compacted surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

Shoulder backing material shall not be deposited on the new surfacing prior to placing the material in the final position, nor shall the material be deposited onto the new surfacing during mixing, watering, and blading operations.

Shoulder backing construction shall be completed along the edges of any portion of new surfacing within 5 days after completion of that portion of the new surfacing. Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and C31 (Low Shoulder) signs off of and adjacent to the new surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 150 meters on tangents and 60 meters on curves. C31 signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 600 meters. The portable delineators and C31 signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Shoulder backing will be measured by the station along each edge of surfacing where shoulder backing is constructed. A station shall be considered to be 100 meters. The length of shoulder backing to be paid for will be determined from actual measurement or calculated from centerline stationing or kilometer post distance determined by the Engineer.

The contract price paid per station for shoulder backing shall include full compensation for furnishing all labor (except removal of rocks from native material), materials (except imported material), tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, C31 signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.20 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (Type D) work shall consist of applying erosion control materials to all median areas and median slopes between bridges at Hueneme Road and other areas disturbed by construction activities. No Erosion control Type D shall be applied to drain areas receiving rip rap. Erosion control (Type D) shall be applied during the period starting July 1 and ending January 31; or, if the slope on which the erosion control is to be placed is finished during the winter season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately; or, if the slope on which the erosion control is to be placed is finished outside both specified periods and the contract work will be completed before July 1, the erosion control shall be applied as a last item of work. Erosion control shall not be applied within 1.2 m of shoulders within the median area.

MATERIALS

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

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lupinus Bicolor (Pygmy Leafed Lupine)	40	2.0
Trifolium Gracilentum (Pin-Point Clover)	40	2.0

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Bromus Carinatus (California Brome)	40	10.0
Eschscholzia Californica (California Poppy)	30	6.0
Layla Platyglossa (Tidy Tips)	30	2.0
Melica Californica (California Melic)	30	3.5
Nassella Pulchra (Purple Needlegrass)	30	5.5
Poa Secunda Secunda (Pine Bluegrass)	20	8.0
Vulpia Microstachys (Small Feue)	40	5.5

Straw

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

Straw shall be derived from rice.

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 6 mm screen. The moisture content of the compost shall not exceed 35 percent. Moisture content shall be determined by California Test 226. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent. Compost will be tested for maturity and stability with a slovita test kit. The compost shall measure a minimum of 6 on the maturity and stability scale.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions. Stabilizing emulsion shall be nonflammable and shall have an effective life of at least one year.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in 3 separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	340
Non-Legume Seed	40.5
Legume Seed	8.5
Compost	1700

- B. Straw shall be applied at the rate of 3.5 tonnes per hectare based on slope measurements. Incorporation of straw will not be required.
- C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	500
Compost	2000
Stabilizing Emulsion (Solids)	200

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

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

The contract price paid per kilogram for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.21 AGGREGATE SUBBASE

Aggregate subbase shall be Class 4 and shall conform to the provisions in Section 25, "Aggregate Subbases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 4 aggregate subbase not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 4 aggregate subbase may include reclaimed glass. Aggregate subbase incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate subbase.

The percentage composition by mass of Class 4 aggregate subbase shall conform to the following grading requirements:

Sieve Sizes	Operating Range	Contract Compliance
75-mm	100	100
63-mm	90-100	87-100
4.75-mm	35-100	30-100
75-µm	0-20	0-23

Class 4 aggregate subbase shall also conform to the following quality requirements:

Test	Operating Range	Contract Compliance
Sand Equivalent	18 Min.	21 Min.
Resistance (R-value)	----	50 Min.

The provisions of the last 4 paragraphs in Section 25-1.02A, "Class 1, Class 2, and Class 3 Aggregate Subbases," of the Standard Specifications shall apply to Class 4 aggregate subbase.

At the option of the Contractor, Class 2 aggregate subbase conforming to the grading and quality requirements in Section 25-1.02A, may be used in place of Class 4 aggregate subbase. Once a class of aggregate subbase is selected, the class shall not be changed without written approval of the Engineer.

Regardless of the class of aggregate subbase supplied under the provisions of this section, payment for all aggregate subbase will be made as Class 4 aggregate subbase.

10-1.22 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

10-1.23 SEAL RANDOM CRACKS IN EXISTING SURFACING

Cracks in the existing asphalt concrete surfacing of the traffic lanes and shoulders shall be prepared and filled with crack sealant in accordance with these special provisions.

Attention is directed to "Notice to Contractors" regarding a pre-bid meeting.

Cracks in the existing asphalt concrete surfacing and shoulders that are 6-mm wide and wider shall be prepared and sealed. The limits of the lanes and shoulders to be prepared and sealed shall be as designated on the plans or as directed by the Engineer.

The Contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificate of Compliance," of the Standard Specifications with each shipment of crack sealant. Said certificate shall also certify that the sealant complies with the specifications and shall be accompanied with storage and heating instructions and cautions for the material.

MATERIALS

The polyester fiber asphalt crack sealant shall be a mixture of paving asphalt and polyester fibers conforming to the following requirements:

- (1) Paving asphalt shall be Grade AR-4000 conforming to Section 92, "Asphalt," of the Standard Specifications.
- (2) Polyester fiber shall conform to the following:

Specification	Requirements
Denier	3 to 5
Length	±6 mm
Color	Natural (white)
Crimps	None
Tensile Strength	538 MPa to 607 MPa
Specific Gravity	1.38
Melt Temperature	248°C to 254°C
Elongation at Break	35-38 percent

The polyester fibers shall be thoroughly mixed with the paving asphalt at the rate of 5 ± 1/2 percent by mass of the paving asphalt. The paving asphalt and polyester fibers shall be heated and mixed in a jacketed double boiler type melting unit which is equipped with both agitation and recirculating systems. The temperature of the heat transfer oil in the melting unit shall not exceed 218°C when melting the asphalt and polyester fiber crack sealant. The melting unit must be capable of safely heating the crack sealant to 204°C. Crack sealant shall be applied while the temperature range of the crack sealant is between 163°C and 191°C, and the ambient temperature is between 4°C and 32°C.

PREPARATION

Cracks to be filled and adjacent asphalt concrete surfacing shall be cleaned and shall be free of dirt, vegetation, debris and loose sealant. Cleaning shall be done by air blasting. Old sealant which protrudes above the asphalt concrete surfacing shall be completely removed. Routing will not be required.

When moisture is present, hot compressed air or other means, approved by the Engineer, shall be used to clean and dry the crack immediately prior to application of material.

APPLICATION

The crack sealant material shall be applied only after the cracks and adjacent asphalt concrete surfacing have been cleaned.

Crack sealant material shall be spread with any type nozzle or device approved for use by the Engineer that will place the material within the specified temperature range and to the dimensions shown on the plans.

All cracks shall be squeegeed when necessary after application of the crack sealant material.

Within 2 days after application of sealant, sealed cracks that reopen or in which the sealant material sags below the surrounding asphalt concrete surfacing and shoulders shall be resealed.

MEASUREMENT AND PAYMENT

Seal random cracks in the existing asphalt concrete surfacing will be measured and paid for by the lane kilometers.

Seal random cracks will be measured along the edge of each paved lane, to which sealant is applied. The length of lane kilometers to be paid for will be determined from actual measurement. Such measurement will be made parallel to the gradient of the pavement, or by kilometer-post, as determined by the Engineer.

The contract price paid per lane kilometer for seal random cracks shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing random cracks, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for cleaning and sealing random cracks in adjacent paved shoulders shall be considered as included in the contract price paid per lane kilometer for seal random cracks and no separate payment will be made therefor.

10-1.24 ASPHALT CONCRETE

Asphalt concrete shall be Type B and shall conform to the provisions in Section 11-1, "Quality Control / Quality Assurance," of these special provisions and these special provisions.

Surfacing of miscellaneous areas with asphalt concrete shall conform to the provisions in "Asphalt Concrete (Miscellaneous Areas)" of these special provisions.

The aggregate for Type B asphalt concrete shall conform to the 19 mm maximum medium grading specified in Section 39-2.02, "Aggregate," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

The aggregate for asphalt concrete (leveling) shall conform to the 12.5-mm maximum coarse grading specified in Section 39-2.02, "Aggregate," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

In addition to the provisions for aggregate in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, the combined aggregates shall conform to the following quality requirement when mixed with paving asphalt Grade AR-4000 in the amount of asphalt determined to be optimum by California Test 367:

Quality Requirement		
Test	California Test	Requirement
Surface Abrasion	360 (July 1998)	Loss not to exceed 0.40 grams/cm ²

In addition to the provisions in Section 39-9.01, "Spreading Equipment," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the screed farthest from centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 3-mm tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner the screed was controlled when placing the initial mat.

If the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, in Section 39-10.04, "Compacting," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

If the automatic screed controls fail to operate properly during a day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

In addition to the straightedge requirements in Section 39-10.04, "Compacting," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, asphalt concrete pavement shall conform to the surface tolerances specified herein.

The top surface of the uppermost layer of asphalt concrete surfacing shall be profiled, in the presence of the Engineer, using a California Profilograph or equivalent in conformance with California Test 526 and as specified in these special provisions. Prior to beginning profiles, the profilograph shall be calibrated in the presence of the Engineer. Profiles shall be made on the traveled way one meter from and parallel to each edge of traveled way and at the approximate location of the planned lane lines.

Pavement so profiled shall conform to the following Profile Index requirements:

- A. Pavement on tangent alignment and pavement on horizontal curves having a centerline radius curve of 600 m or more shall have a Profile Index of 80 mm per kilometer or less for each 160-m section profiled.
- B. Pavement on horizontal curves having a centerline radius curve of 300 m or more but less than 600 m including the pavement within the superelevation transition of such curves, and pavement thicker than 61-mm total thickness placed on existing surfacing, shall have a Profile Index of 160-mm per kilometer or less for each 160-m section profiled.
- C. Pavement shall not have individual deviations in excess of 8 mm, as determined by California Test 526. The location of the profiles for determining deviations shall be designated by the Engineer.

Checking the following areas of pavement surface with the California Profilograph or equivalent will not be required:

- A. Pavement on horizontal curves having a centerline radius curve of less than 300 m and pavement within the superelevation transition of such curves.
- B. Pavement with a total thickness of 61 mm or less, or pavement with extensive grade correction which does not receive advance leveling operations as specified in Section 39-10.03, "Spreading," in Section 11-1, "Quality Control / Quality Assurance," in these special provisions, or where the edge of asphalt concrete conforms to curbs or gutters with a Profile Index greater than 80 mm per kilometer.
- C. Pavement for ramps and connectors with steep grades and high rates of superelevation and short sections of city or county streets and roads.
- D. Pavement within 15 m of a transverse joint that separates the pavement from an existing pavement not constructed under the contract.
- E. Shoulders and miscellaneous areas.

The Contractor shall schedule paving operations such that final rolling of asphalt concrete pavement is completed and initial runs of the profilograph are completed prior to opening new pavement to public traffic. Scheduling of these operations shall conform to the provisions for lane closures in "Maintaining Traffic" of these special provisions. In the event that initial profiles are not made prior to opening the pavement to public traffic, the initial profilograph runs shall be made the next day that traffic control is permitted for the area to be profiled.

The top surface of the uppermost layer of asphalt concrete surfacing that does not meet specified surface tolerances shall be brought within tolerance by abrasive grinding. Areas which have been subject to abrasive grinding shall receive a fog seal coat. Deviations in excess of 8 mm which cannot be brought into specified surface tolerances by abrasive grinding shall be corrected by either (1) removal and replacement or (2) placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be as approved by the Engineer prior to beginning the corrective work. Replacement or overlay pavement not meeting specified tolerances shall be corrected by the methods specified above. Corrective work shall be at the Contractor's expense except that flagging costs will be paid for in conformance with the provisions in Section 12-2, "Flagging," of the Standard Specifications.

After abrasive grinding has been completed to reduce individual deviations in excess of 8 mm, additional grinding or corrections to the surface as specified above shall be performed as necessary to reduce the Profile Index of the pavement to the specified Profile Index value required for the area. The Contractor shall run profilograms of areas that have been subject to abrasive grinding or corrective work until the final profilograms indicate the Profile Index of the area is within the specified tolerance.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or

pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications, except that the grinding residue shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The original of final profilograms that indicate the pavement surface is within the Profile Index specified shall become the property of the State and shall be delivered to the Engineer prior to acceptance of the contract.

Full compensation for performing all profile checks for Profile Index and furnishing final profilograms to the Engineer, for performing corrective work to the pavement surface including abrasive grinding, removing and replacing asphalt concrete or placing asphalt concrete overlay to bring the surface within the tolerance specified shall be considered as included in the contract price paid per tonne for asphalt concrete and no separate payment will be made therefor.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 46 mm will not be allowed at any time between adjacent lanes open to public traffic.

Where the existing pavement is to be widened by constructing a new structural section adjacent to the existing pavement, the new structural section, shall be completed to match the elevation of the edge of the existing pavement for the entire length of the project prior to spreading and compacting asphalt concrete over the adjacent existing pavement.

Shoulders adjacent to a lane being paved shall be surfaced prior to opening the lane to public traffic.

10-1.25 ASPHALT CONCRETE (MISCELLANEOUS AREAS)

Surfacing of miscellaneous areas with asphalt concrete shall conform to the provisions for miscellaneous areas in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Asphalt concrete placed in miscellaneous areas may be produced in conformance with the requirements for asphalt concrete placed on the traveled way in Section 11-1, "Quality Control / Quality Assurance," of these special provisions.

The amount of asphalt binder used in asphalt concrete placed in dikes, miscellaneous areas, overside drains, and aprons at the ends of drainage structures shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Aggregate for asphalt concrete dikes shall conform to the 9.5-mm maximum grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area) in addition to the prices paid for the materials involved shall be limited to the areas listed on the plans.

Asphalt concrete placed in miscellaneous areas will be paid for at the contract price per tonne for asphalt concrete in conformance with the provisions in Section 11-1, "Quality Control / Quality Assurance," of these special provisions. Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," in Section 11-1, "Quality Control / Quality Assurance," of these special provisions, shall not apply to asphalt concrete placed in miscellaneous areas. Payment for placing asphalt concrete in miscellaneous areas and dikes will be in conformance with the provisions in Section 39-8.02, "Payment," of the Standard Specifications.

10-1.26 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.

Difficult pile installation is anticipated due to the presence of irregular distribution of soil units, overhead utilities, and traffic control.

In addition to driving, it is anticipated that drilling through the center of open ended steel shells to obtain the specified penetration may be necessary. The diameter of the drilled hole shall be less than the inside diameter of the piling. Equipment or methods used for drilling holes shall not cause quick soil conditions or cause scouring or caving of the hole. Drilling shall not be used within 1.5 meters of the specified tip elevation.

At the Contractor's option piles may be predrilled to elevation +5.5 meters in conformance with the provisions in Section 49-1.06, "Predrilled Holes," of the Standard Specifications.

REDRIVING

Piles which do not attain the required bearing value when the pile tip has reached the specified tip elevation shall be allowed to stand for a "set period" without driving. The "set period" shall be at least 24 hours unless bearing has been obtained sooner. After the required "set period" has elapsed, 2 piles or 10 percent of such piles in a footing, whichever is greater, shall be redriven. The Engineer will designate which piles are to be redriven. Redriving shall consist of operating the driving hammer at full rated energy on the pile and then measuring the bearing value of the pile.

If the required bearing value has been attained for each pile designated to be redriven, then the remaining piles in that footing shall be considered satisfactory and further driving will not be required. If redriving said designated piles demonstrates that the required bearing value has not been attained, all piles in that footing shall be redriven until the required bearing value has been reached.

Full compensation for redriving and for conforming to the requirements for "set period" and any delays in connection therewith shall be considered as included in the contract unit price paid for driving the piles involved and no separate payment will be made therefor.

STEEL PIPE PILING

General

Steel pipe piling shall consist of unfilled steel pipe piling.

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 steel pipe pile 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 steel pipe piles 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 steel pipe piling. 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 steel pipe piling 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 7 days, 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 steel pipe piling shall be marked in conformance with the requirements in ASTM Designation: A 252.

For steel pipe piling, including bar reinforcement in the piling, 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 the required items have been received. No field welded steel pipe piling shall be installed, and no reinforcement in the piling shall be encased in concrete until the Engineer has approved the above requirements in writing. 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 steel pipe pile may be re-tapped to prevent pile set-up; however, the field welded splice shall remain at least one meter above the work platform until that splice is approved in writing by the Engineer.

Manufactured Steel Pipe

Manufactured steel pipe is defined as pipe 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 9 m 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 steel pipe piling shall conform to the following requirements:

- A. The outside circumference of the steel pipe piling end shall not vary by more than 10 mm from that corresponding to the diameter shown on the plans.
- B. The maximum allowable misalignment for adjacent steel pipe pile edges to be welded shall be 0.1875 times the wall thickness, but not more than 1.6 mm.
- 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 19 mm 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 steel pipe piling 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 steel piling 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 6 mm, and the ring shall be continuous. 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 2 mm. 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 6 mm 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 1.1 m, and with a wall thickness greater than 25.4 mm, the root opening tolerances may be increased to a maximum of 5 mm 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 66°C, regardless of the pipe pile wall thickness or steel grade. In the event welding is disrupted, preheating to 66°C must occur before welding is resumed.
- G. Welds shall not be water quenched. Welds shall be allowed to cool unassisted.

Radiographic, magnetic particle, or ultrasonic testing shall be used to assure soundness of backing rings in conformance with the requirements in AWS D1.1, Section 6.

MEASUREMENT AND PAYMENT (PILING)

Measurement and payment for the various types and classes of piles shall conform to the provisions in Sections 49-6.01, "Measurement," and 49-6.02, "Payment," of the Standard Specifications and these special provisions.

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

- Timber, steel, and precast prestressed concrete piles, and cast-in-place concrete piles consisting of driven shells filled with concrete, will be paid for at the contract price per meter for furnish piling and the contract unit price for drive pile.

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.

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

- The contract unit price paid for drive pile shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in driving timber, concrete, and steel piles, driving steel shells for cast-in-place concrete piles, placing filling materials for cast-in-place concrete piles, and cutting off piles, all complete in place to the required bearing and penetration as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Driven piling which is substituted, at the Contractor's option, for the piling shown on the plans, will be measured and paid for by the meter as furnish piling and by the unit as drive pile of the type or class shown in the Engineer's Estimate. Additional length needed to develop the required bearing shall be at the Contractor's expense. Full compensation for furnishing and placing the pile anchors, splicing piles, additional removal of materials inside cast-in-steel-shell piling, additional concrete inside cast-in-steel-shell piling, or other expenses resulting from said substitution shall be considered as included in the contract price paid per meter for furnish piling and the contract unit price paid for drive pile of the type or class shown in the Engineer's Estimate, and no additional compensation will be allowed therefor.

Full compensation for conforming to the provisions in "Steel Pipe Piling" and of these special provisions 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.

10-1.27 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.

When a roughened concrete surface is shown on the plans, the existing concrete surface shall be roughened to a full amplitude of approximately 6 mm by abrasive blasting, water blasting or mechanical equipment.

Plastic pipe located behind retaining walls and bridge abutments, including horizontal or sloping drains shall be polyvinyl chloride (PVC) plastic pipe, Schedule 80, conforming to the provisions for pipe for edge drains and edge drain outlets in Section 68-3.02, "Materials," of the Standard Specifications. The first paragraph of Section 51-1.20, "Sidewalks, Curbs and Stairways on Structures," of the Standard Specifications is amended to read:

- The concrete shall be finished in conformance with the provisions for finishing surfaces in Section 73-1.06, "Sidewalk, Gutter Depression, Island Paving, Curb Ramp (Wheelchair Ramp), and Driveway Construction," except that surfaces shall not be marked.

FALSEWORK

Falsework shall be designed and constructed in conformance with the requirements in Section 51-1.06, "Falsework," of the Standard Specifications and these special provisions.

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

51-1.06A Falsework Design and Drawings

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

In addition to the provisions in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications, the time to be provided for the Engineer's review of the working drawings for specific structures, or portions thereof, shall be as follows:

Structure or Portion of Structure	Review Time - Weeks
Hueneme Road Undercrossing	3

The table in the second paragraph of Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications is amended to read:

Timber:

Compression perpendicular to the grain	3.1 MPa
Compression parallel to the grain	$3310 \div (L/d)^2$ MPa; not to exceed 11 MPa
Flexural stress	12.4 MPa; 10.3 MPa for members with a nominal depth of 205 mm or less.
Horizontal shear	1.0 MPa
Axial tension	8.3 MPa
Deflection due to concrete loading only	0.0042 of the span, irrespective of deflection compensated for by camber strips
Modulus of elasticity (E)	11×10^3 MPa
Timber piles	400 kN

L = unsupported length

d = least dimension of a square or rectangular column, or the width of a square of equivalent cross-sectional area for round columns.

The first sentence in the ninth paragraph of Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications is amended to read:

- The maximum loadings and deflections used on jacks, brackets, columns, joists and other manufactured devices shall not exceed the manufacturer's recommendations except that the dead load deflection of the joists used at locations other than under deck slabs between girders shall not exceed 0.0042 of their spans.

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

- When manufactured assemblies are used in falsework, the Contractor shall furnish to the Engineer a letter of certification which certifies that all components of these manufactured assemblies are used in conformance with the manufacturer's recommendations.

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

- When falsework is supported on piles, the piles shall be driven and the actual bearing value assessed in conformance with the provisions in Section 49, "Piling."
- For falsework piles with a calculated loading capacity greater than 900 kN, the Contractor shall conduct dynamic monitoring of pile driving and conduct penetration and bearing analyses based on a wave equation analysis. These analyses shall be signed by an engineer who is registered as a Civil Engineer in the State of California and submitted to the Engineer prior to completion of falsework erection.

Temporary crash cushion modules, as shown on the plans and conforming to the provisions in "Temporary Crash Cushion Module" of these special provisions, shall be installed at the approach end of temporary railings which are located less than 4.6 m from the edge of a traffic lane. For 2-way traffic openings, temporary crash cushion modules shall be installed at the departing end of temporary railings which are located less than 1.8 m from edge of a traffic lane.

DECK CLOSURE POURS

Where a deck closure pour is shown on the plans, reinforcement protruding into the closure space and forms for the closure pour shall conform to the following:

- A. During the time of placement of concrete in the deck, other than for the closure pour itself, reinforcing steel which protrudes into the closure space shall be completely free from any connection to the reinforcing steel, concrete, or other attachments of the adjacent structure, including forms. The reinforcing steel shall remain free of any connection for a period of not less than 24 hours following completion of the pour.
- B. Forms for the closure pour shall be supported from the superstructure on both sides of the closure space.

MEASUREMENT AND PAYMENT

Measurement and payment for concrete in structures shall conform to the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for roughening existing concrete surfaces to a full amplitude of approximately 6 mm, where shown on the plans, shall be considered as included in the contract price paid per cubic meter for structural concrete, bridge and no separate payment will be made therefor.

Full compensation for furnishing and installing plastic pipe and drainage pads, behind retaining walls and bridge abutments, including excavation and backfill involved in placing the plastic pipe and drainage pads, shall be considered as included in the contract price paid per cubic meter for structural concrete, bridge, and no separate payment will be made therefor.

10-1.28 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" of these special provisions.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

Unless otherwise provided, 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 meter 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 meter 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.

10-1.29 REFINISHING BRIDGE DECKS

Surfaces of bridge decks that are exposed when existing railings, curbs, or sidewalks are removed shall be prepared and refinished flush with the adjoining deck surface with portland cement concrete or rapid setting concrete, at the option of the Contractor, in conformance with these special provisions.

The exact area to be refinished will be designated by the Engineer.

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

When work is being performed within 3 m of a traffic lane or performed over traffic, dust and residue from deck preparation and cleaning shall be removed or controlled by vacuum, water spray, or shield methods approved by the Engineer.

Concrete shall be removed without damage to concrete that is to remain in place. Damage to concrete which is to remain in place shall be repaired to a condition satisfactory to the Engineer.

The concrete in deck areas to be refinished shall be removed to a depth of approximately 20 mm below the adjoining deck surface. A 20 mm deep saw cut shall be made along the perimeter of areas prior to removing the concrete.

Existing areas of the deck more than 20 mm below the adjoining deck surface shall be prepared by removing not less than 6 mm of surface material to expose sound aggregates.

Concrete removal may be done by abrasive blast cutting, abrasive sawing, impact tool cutting, machine rotary abrading, or by other methods, all to be approved by the Engineer. Cut areas shall be cleaned free of dust and all other loose and deleterious materials by brooming, abrasive blast cleaning, and high pressure air jets. Equipment shall be fitted with suitable traps, filters, drip pans or other devices to prevent oil or other deleterious matter from being deposited on the deck.

Existing reinforcement, exposed during the removal of concrete, that is to remain in place shall be protected from damage.

Steel dowels shall be cut off flush with the existing concrete or cut off at the bottom of concrete removal, whichever is lower. Patching around or over dowels in sound concrete will not be required. Existing voids around dowels, where refinishing is not required, shall be chipped back to sound concrete, the dowels removed 25 mm below the finished surface, and the hole filled with rapid setting concrete.

Refinishing isolated high areas in the existing deck may be accomplished by cutting the concrete down to be flush with the plane of the adjoining deck surface by abrasive sawing, grinding, impact tool cutting, or by other methods to be approved by the Engineer. When grinding is performed to bring the deck concrete flush with the adjoining deck surface, the resulting surface shall have a coefficient of friction of not less than 0.35 as determined by California Test 342.

PORTLAND CEMENT CONCRETE

An epoxy adhesive shall be applied to the surfaces to be refinished before placing the portland cement concrete. Immediately prior to applying the adhesive, the area to receive the adhesive shall be cleaned by abrasive blasting and blown clean by compressed air to remove dust and any other loose material. The area to be covered shall be surface dry and the ambient temperature shall be 10°C or above when the adhesive is applied.

The epoxy adhesive shall be furnished and applied in conformance with the provisions in Section 95-1, "General," and Section 95-2.03, "Epoxy Resin Adhesive for Bonding New Concrete to Old Concrete," of the Standard Specifications. Whenever the ambient temperature is below 18°C, Type II epoxy shall be used. The exact rate of applying epoxy adhesive will be as determined by the Engineer. The adhesive shall be worked onto the surface with stiff brushes or equal.

Portland cement concrete used to fill the prepared areas shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and the following:

- A. The concrete shall contain a minimum of 400 kilograms of portland cement per cubic meter.
- B. The amount of free water used in concrete shall not exceed 166 kg/m³.
- C. The aggregate shall contain between 50 and 55 percent fine aggregate and the remainder shall be pea gravel. The grading of pea gravel shall be such that 100 percent passes the 12.5 mm screen and not more than 5 percent passes the 1.18 mm sieve, unless a larger size is ordered by the Engineer.

RAPID SETTING CONCRETE

The concrete used to fill the prepared areas shall be a high-strength material consisting of either magnesium phosphate concrete, modified high alumina based concrete, or portland cement based concrete. Magnesium phosphate concrete shall conform to the requirements for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications and these special provisions. Modified high alumina based concrete and portland cement based concrete shall be water activated and shall conform to the requirements for single component (water activated) magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications and the following:

- A. A clean uniform rounded aggregate filler may be used to extend the concrete. The moisture content of the aggregate shall not exceed 0.5 percent. Grading of the aggregate shall conform to the following:

Sieve Size	Percentage Passing
12.5 mm	100
1.18 mm	0-5

- B. The amount of aggregate filler shall conform to the manufacturer's recommendation, but in no case shall the concrete strengths be less than that specified for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications.
- C. Mixing of components of dual component (with a prepackaged liquid activator) magnesium phosphate shall be by complete units, supplied by the manufacturer. Portions of units shall not be used. Water shall not be added to dual component magnesium phosphate.

- D. Immediately prior to applying the rapid setting concrete, the surface shall be dry and blown clean by compressed air to remove accumulated dust and any other loose material. If the surface becomes contaminated at any time prior to placing the concrete, the surface shall be cleaned by abrasive blasting. The surface temperature of the areas to be covered shall be 4°C or above when the concrete is applied. Methods proposed to heat said surfaces are subject to approval by the Engineer. The surface for the magnesium phosphate concrete shall be dry. The surfaces for modified high alumina based concrete or portland cement based concrete may be damp but not saturated.
- E. Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum or copper. Modified high alumina based concrete shall not be mixed in containers or worked with tools containing aluminum.
- F. Concrete shall not be retempered. Finishing tools that are cleaned with water shall be thoroughly dried before working the concrete.
- G. When placing concrete on slopes exceeding 5 percent, the Engineer may require the Contractor to provide a flow controlled modified material.
- H. Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Magnesium phosphate concrete shall not be cured.
- I. Unless otherwise permitted in writing by the Engineer, public traffic shall not be permitted on the new concrete until at least 24 hours after final set.

FINISHING REQUIREMENTS

In advance of the curing operations, the surface of the concrete shall be textured by brooming with a stiff bristled broom or by other suitable devices which will result in uniform scoring. Brooming shall be performed transversely. The operation shall be performed at a time and in a manner that produces a hardened surface having a uniform texture and a coefficient of friction of not less than 0.35 as determined by California Test 342.

Refinished surfaces that are found to have a coefficient of friction less than 0.35 shall be ground or grooved by the Contractor at his expense in conformance with the applicable provisions in Section 42, "Groove and Grind Pavement," of the Standard Specifications.

In the longitudinal direction, refinished surfaces shall not vary more than 6 mm from the lower edge of a 3.6 m straightedge. The refinished surface shall be flush with the existing adjoining surface.

MEASUREMENT AND PAYMENT

No adjustment of compensation will be made for any increase or decrease in the quantity of refinish bridge deck, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the contract item of refinish bridge deck.

The quantity in square meters of refinish bridge deck to be paid for will be determined from the lengths and widths of the refinished areas, measured horizontally, plus 0.02-m² for patching around each dowel.

The contract price paid per square meter for refinish bridge deck shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in refinishing areas of the existing bridge deck (including cutting steel 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.

10-1.30 REINFORCEMENT

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

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 of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

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

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

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

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

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

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

Individual hoops, made continuous with butt welded splices, which are substituted for spiral reinforcement, shall conform to the requirements for "Ultimate Butt Splices" of these special provisions.

10-1.31 WATERPROOFING

Waterproofing shall conform to the provisions in Section 54, "Waterproofing," of the Standard Specifications and these special provisions.

Membrane waterproofing shall be applied to the painted undercoat of steel column casings in the same manner provided for waterproofing concrete surfaces.

The exposed surfaces of the membrane waterproofing applied to steel column casings shall be of uniform height above ground without unsightly bulges, depressions or other imperfections.

At the option of the Contractor, a preformed membrane waterproofing system may be furnished and applied in lieu of the asphalt membrane waterproofing specified above. Preformed membrane waterproofing shall conform to these special provisions.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for the preformed membrane sheet. The Certificate of Compliance shall include the following information: (1) type of preformed membrane sheet, and (2) the conditioner or primer application rates.

The preformed membrane waterproofing system shall consist of an adhesive, conditioner or primer applied to a prepared surface; a preformed membrane sheet of rubberized asphalt or polymer modified bitumen; mastic or tape for sealing the edges of the sheet; and a protective covering over the sheet held by an adhesive.

The preformed membrane sheet shall be either permanently applied to a polyethylene film or reinforced with a polypropylene mesh fabric, polyester/polypropylene fabric or a fiberglass mesh fabric. The membrane sheet shall conform to the following requirements:

Property	Test	Requirement	
		Polyethylene Film	Fabric Reinforced
Tensile Strength (Minimum)(1)	ASTM D 882 (2)	3.5N/mm (3)	3.5N/mm (3)
Percent Elongation at break (Minimum) (4)	ASTM D 882 (2)	150 percent (3)	25 percent (3)
Pliability	ASTM D 146 (5)	No cracks	No cracks
Thickness (Minimum) (6)	-----	1.5 mm	1.5 mm
Rubberized Asphalt Softening Point (Minimum)	AASHTO T 53	74°C	74°C
Polymer Modified Bitumen Softening Point (Minimum)	AASHTO T 53	99°C	99°C

Notes:

- (1) Breaking factor in machine direction.
- (2) Method A, average 5 samples.
- (3) At 23°C ± 2°C
- (4) Machine direction.
- (5) 180-degree bend over a 25-mm mandrel at -120°C
- (6) Total thickness of preformed membrane sheet and polyethylene film or fabric reinforcement.

Adhesives, conditioners, primers, mastics and sealing tapes shall be manufactured for use with the respective preformed membrane sheet materials and shall be applied according to the manufacturer's recommendations.

The protective covering shall be 3-mm minimum thickness hardboard or other material that furnishes equivalent protection. Backfill material and equipment shall not cut, scratch, depress or cause any other damage to the preformed membrane.

Surfaces designated to receive preformed membrane waterproofing shall be thoroughly cleaned of dirt, dust, loose or unsound concrete, and other extraneous material and shall be free from fins, sharp edges, and protrusions that would, in the opinion of the Engineer, puncture or otherwise damage the membrane. Sharp corners to be covered shall be rounded (outside) or chamfered (inside).

Surfaces shall be dry when components of the preformed membrane waterproofing system are applied.

Preformed membrane waterproofing shall not be applied to any surface until the Contractor is prepared to follow its application with the placing of the protective covering and backfill within a sufficiently short time that the membrane will not be damaged by workers or equipment, exposure to weathering, or from any other cause. Damaged membrane or protective covering shall be repaired or replaced by the Contractor at the Contractor's expense.

All projecting pipe, conduits, sleeves or other facilities passing through the preformed membrane waterproofing shall be flashed with prefabricated or field-fabricated boots, fitted coverings or other devices as necessary to provide watertight construction.

All conditioner or primers shall be thoroughly mixed and continuously agitated during application. Conditioner, primers or adhesive shall be allowed to dry to a tack free condition prior to placing membrane sheets.

The surfaces shall be recoated if membrane sheets are not placed over primer, conditioner or adhesive within the time recommended by the manufacturer.

The preformed membrane sheet shall not be applied in wet or foggy weather, nor when the ambient temperature is below 4°C.

Preformed membrane material shall be placed starting at the bottom and lapped by a minimum of 150 mm at splices and at repairs to holes or tears.

Exposed edges of membrane sheets shall have a trowelled bead of manufacturer's recommended mastic or sealing tape applied after the membrane is placed.

The surface of the preformed membrane shall be cleaned free of dirt and other deleterious material before the protective covering is placed.

The protective covering shall be placed on a coating of adhesive of a type recommended by the manufacturer. The adhesive shall be applied at a rate sufficient to hold the protective covering in position until the backfill is placed.

Preformed membrane waterproofing will be measured and paid for by the square meter as asphalt membrane waterproofing.

10-1.32 COLUMN CASINGS

Column casings shall consist of cleaned and painted structural steel shells filled with grout as shown on the plans and conforming to the provisions in Section 55, "Steel Structures," of the Standard Specifications and these special provisions.

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

The requirements of the first sentence of paragraph 3.13.2 of AWS D1.5 will not apply for the field welding of column casings.

Structural steel for column casings shall conform to the requirements in ASTM Designation: A 36/A 36M, or at the Contractor's option, ASTM Designation: A 709/A 709M, Grade 36.

Polyethylene shall have a compressive strength of at least 69 kPa at no more than 15 percent deflection determined in conformance with the requirements in ASTM Designation: D 3575, Test B. Polyethylene shall be bonded to the column using a suitable waterproof adhesive applied to the entire contact surface.

Drain extension pipe shall conform to the provisions for drainage piping in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications.

The spaces to be occupied by the column casing materials shall be cleared of plants and other materials prior to encasing the column.

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

The same information that is on existing columns shall be painted on casings in conformance with the provisions in Section 51-1.21, "Bridge Name, Number and Bent Numbers," of the Standard Specifications.

CLEAN AND PAINT STRUCTURAL STEEL

New metal surfaces, except where galvanized, shall be cleaned and painted in conformance with the provisions in Sections 59-2, "Painting Structural Steel," and 91, "Paint," of the Standard Specifications and these special provisions.

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

- Cleaning and painting of structural steel shall be performed in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors" (SSPC-QP 1); Qualification Procedure No. 2, "Standard Procedure For Evaluating The Qualifications of Painting Contractors To Remove Hazardous Paint" (SSPC-QP 2); and Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Contractors" (SSPC-QP 3) of the Steel Structures Painting Council (SSPC): The Society for Protective Coatings. The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

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

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

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

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

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

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements of specification SSPC-PA2 of the SSPC: The Society for Protective Coatings.

Column casing surfaces in contact with grout shall not be considered embedded in concrete.

Column casing surfaces to be painted with waterborne inorganic zinc coating shall be blast cleaned and painted with the single undercoat prior to shipment to the job-site.

Cleaning

The surfaces to be cleaned and painted shall be dry blast cleaned in conformance with the requirements of Surface Preparation Specification No. 10, "Near White Blast Cleaning," of the Steel Structures Painting Council. Blast cleaning shall leave surfaces with a dense, uniform, angular anchor pattern of no less than 40 µm as measured in conformance with the requirements of ASTM Designation: D 4417.

Mineral and slag abrasives used for blast cleaning steel shall conform to the requirements of Abrasive Specification No. 1, "Mineral and Slag Abrasives," of the Steel Structures Painting Council and shall not contain hazardous material. Mineral and slag abrasives shall comply with the requirements for Class A, Grade 2 to 3 as defined therein.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished prior to use for each shipment of blast cleaning material for existing steel.

Painting

Blast cleaned surfaces shall receive a single undercoat, and a final coat where specified, consisting of a waterborne inorganic zinc coating conforming to the requirements in AASHTO Designation M 300, Type II, except that: 1) the first 3 sentences of Section 4.7, "Primer Field Performance Requirements," and the entire Section 4.7.1 shall not apply, and 2) zinc dust shall be Type II in conformance with the requirements in ASTM Designation: D 520. The inorganic zinc coating shall be listed on the qualified products list which may be obtained from the Transportation Laboratory.

The color of the final coat of inorganic zinc coating shall closely match Federal Standard 595B No. 36373.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications.

Inorganic zinc coating shall not be applied when the atmospheric or surface temperature is less than 7°C or more than 29°C or when the relative humidity exceeds 85 percent.

The single undercoat of inorganic zinc coating shall be applied to the required dry film thickness in 2 or more applications within 4 hours after blast cleaning.

The total dry film thickness of all applications of the single undercoat of inorganic zinc coating shall be not less than 100 µm nor more than 200 µm.

All damaged areas and areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

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 rinsing and testing operations shall be determined by the Contractor. The testing for adhesion and cure will be performed no sooner than 72 hours after application of the single undercoat of inorganic zinc coating. At the Contractor's expense, satisfactory access shall be provided to allow the Engineer to determine the location of the tests and to test the inorganic zinc coating cure. The inorganic zinc coating shall pass both of the following tests:

- A. The inorganic zinc coating shall have a minimum adhesion to steel of 4 MPa when measured at 6 locations on each column using a self-aligning adhesion tester in conformance with the requirements in ASTM Designation: D 4541. The Contractor, at the Contractor's expense, shall: (1) verify compliance with the adhesion requirements, (2) furnish test results to the Engineer, and (3) repair the coating after testing.
- B. 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.

Except as approved by the Engineer, a minimum curing time of 72 hours shall be allowed between application of inorganic zinc coating and water rinsing.

All exposed areas of inorganic zinc coating, where finish coats are specified, shall be thoroughly water rinsed.

The final coat of inorganic zinc coating shall be applied after testing for adhesion, testing for cure, and completion of all operations that may damage the steel surface, including correction of skips and holidays, or areas of non-uniform appearance.

The area to receive the final coat of inorganic zinc coating shall be lightly roughened by abrasive blasting using an abrasive no larger than 600 µm mesh. Abrasive blasting shall remove no more than 15 µm of inorganic zinc. The surface to be lightly roughened shall be free from moisture, dust, grease or any deleterious material. The undercoated areas of column casing surfaces not receiving a final coat shall be protected from abrasive blast cleaning operations.

The final coat of inorganic zinc coating shall be applied to the required dry film thickness in one uniform application within 24 hours after light roughening. The dry film thickness of the final coat of inorganic zinc coating shall be not less than 25 µm nor more than 75 µm.

The total dry film thickness of all applications of the single undercoat and final coat of inorganic zinc coating shall be not less than 125 µm nor more than 275 µm.

Finish coats will not be required.

GROUTING

Grouting shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications and these special provisions.

The Contractor shall limit the height of each lift of grout to minimize undulations and displacements of the surface of the shell during grouting. Undulations in the shell surface, including undulations from fabrication and erection, shall not exceed 6 mm in 300 mm nor shall the total displacement from plan location exceed 50 mm at any point. At the Contractor's option, a bracing system or other means may be employed to restrain the casing within the specified tolerances. Except where shown on the plans, restraints shall not pass through the columns. The grout shall harden prior to placing the next lift of grout, unless a bracing system is used.

In addition to the above grout lift restrictions, the height of grout lifts for portions of column casings containing polyethylene shall not exceed 3 m.

Suitable external grout injection valves shall be installed for filling of the casings. The filling operation shall begin at the bottom of the casing. Spacing of the valves shall be such that the grout will fill the gap between the casing and the polyethylene or column.

Casings shall be sealed at the bottom. Grout shall be pumped into the casing such that the grout head is maintained uniformly around the column, and no visible evidence of water or air is ejected at the top of the grout. The grout at the casing top shall be covered with mortar and sloped to drain. Mortar shall conform to the provisions in Section 51-1.135, "Mortar," of the Standard Specifications.

Casings shall be positioned with spacers to center the casing around the existing column at the location shown on the plans. Spacers may be welded to the inside of the casing. Spacers shall not be used in areas occupied by the polyethylene.

Grout shall not be permitted to flow across shoulders or lanes occupied by public traffic, or to flow into gutters or other drainage facilities.

Clamps, valves, injection ports, lifting ears and other accessories shall be completely removed not less than 24-hours after placing grout. Voids shall be filled with mortar and finished flush with the exterior surface of the casing.

MEASUREMENT AND PAYMENT

Column casings will be measured and paid for in conformance with the provisions in Section 55-4.01, "Measurement," of the Standard Specifications and these special provisions.

The contract price paid per kilogram for column casing shall include full compensation for furnishing all labor, materials (including polyethylene and adhesive), tools, equipment, and incidentals, and for doing all the work involved in column casings filled with grout, complete in place, including drainage piping, cleaning and painting of structural steel, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.33 REINFORCED CONCRETE PIPE

Reinforced concrete pipe shall conform to the provisions in Section 65, "Reinforced Concrete Pipe," of the Standard Specifications and these special provisions.

Where embankment will not be placed over the top of the pipe, a relative compaction of not less than 85 percent shall be required below the pipe spring line for pipe installed using Method 1 backfill in trench, as shown on Standard Plan A62D. Where the pipe is to be placed under the traveled way, a relative compaction of not less than 90 percent shall be required unless the minimum distance between the top of the pipe and the pavement surface is the greater of 1.2 m or one half of the outside diameter of the pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans or specifications for standard joints.

When reinforced concrete pipe is installed in conformance with the details shown on Standard Plan A62DA, the fifth paragraph of Section 19-3.04, "Water Control and Foundation Treatment," of the Standard Specifications shall not apply.

When solid rock or other unyielding material is encountered at the planned elevation of the bottom of the bedding, the material below the bottom of the bedding shall be removed to a depth of 1/50 of the height of the embankment over the top of the culvert, but not less than 150 mm nor more than 300 mm. The resulting trench below the bottom of the bedding shall be backfilled with structure backfill material in conformance with the provisions in Section 19-3.06, "Structure Backfill," of the Standard Specifications.

10-1.34 OVERSIDE DRAINS

Tapered inlets, pipe stake anchor assemblies, and flume downdrains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications and these special provisions.

Entrance tapers and flume downdrains shall be fabricated from zinc-coated steel sheet.

Full compensation for furnishing and installing pipe stake anchor assemblies, complete in place, shall be considered as included in the contract price paid per meter for flume downdrain and no separate payment will be made therefor.

10-1.35 MISCELLANEOUS FACILITIES

Gravel blanket shall conform to the provisions in Section 68-1.025, "Permeable Material," of the Standard Specifications and these special provisions.

Gravel blanket will be measured and paid for by cubic meter.

The contract price paid per cubic meter for gravel blanket shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the gravel blanket, complete in place, including excavation, backfill, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.36 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

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

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

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

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

Metal beam guard railing elements and required backup plates, terminal sections, end sections, and return sections shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

TERMINAL SYSTEM (TYPE ET)

Terminal system (Type ET) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type ET) shall be an ET-2000 (4-tube system) extruder terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type ET) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the ET-2000 (4-tube system) extruder terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the ET-2000 (4-tube system) extruder terminal, FOB Centerville, Utah is \$1,305.00, not including sales tax.

The above price will be firm for orders placed on or before December 31, 2000, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems (Type ET) conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

The terminal system (Type ET) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type ET) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

TERMINAL SYSTEM (TYPE SRT)

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal, FOB Centerville, Utah is \$865.00, not including sales tax.

The above price will be firm for orders placed on or before December 31, 2000 provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

10-1.37 CRASH CUSHION, SAND FILLED

Sand filled crash cushions shall be furnished and installed as shown on the plans and in conformance with these special provisions.

A sand filled crash cushion shall consist of a grouping of sand filled modules.

Crash cushions shall be installed at the following locations:

In the median as shown on the plans, approximately at Station 164+17, 164+52, 171+62, 171+81, 186+11, 186+70, 205+28 and 206+21.

At the Contractor's option, modules for use in sand filled crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

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.

- A. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
- B. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

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.

- A. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
- B. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone (949) 361-5663, FAX (949) 361-9205.

- A. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone (408) 287-4303, FAX (408) 287-1929.
- B. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX (805) 929-5786.

Modules contained in the 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 exterior components of the modules shall be formulated or processed to resist deterioration from ambient ultraviolet rays. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushions comply with the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

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 placed on bridge decks shall be provided with positioning blocks fastened to the deck surface. Positioning blocks shall be shaped as segments of a ring and placed along the inner or outer periphery of the module wall. A minimum of 2 blocks, a minimum of one-sixth of a ring in length shall be provided for each module. Positioning blocks and fasteners shall be of a material that is corrosion and water resistant.

Module cylinders shall be filled with sand in conformance with the manufacturer's directions and to the sand capacity in kilograms for each module shown on the plans.

Lids shall be securely attached as recommended by the manufacturer.

A Type R or Type P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods approved by the Engineer.

Sand filled crash cushions, regardless of the number of modules required in each sand filled crash cushion, will be measured and paid for by the unit as crash cushion, sand filled. The quantity to be paid for will be determined from actual count of the units in place in the completed work.

The contract unit price paid for crash cushion, sand filled shall include full compensation for furnishing all labor, materials (including sand and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing crash cushions, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.38 CONCRETE BARRIER

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Type 732A concrete barrier and transitions sections will be measured and paid for as concrete barrier (Type 732) when attached to concrete barrier (Type 732).

Type 732A concrete barrier and transition sections will be measured and paid for as concrete barrier (Type 732 Modified) when attached to concrete barrier (Type 732 Modified).

If reinforcement is encountered during drilling, before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

10-1.39 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material shall conform to the requirements in State Specification 8010-19A.

At the option of the Contractor, permanent striping tape as specified in "Approved Traffic Products" of these special provisions, may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein, except that 3M, "Stamark" Series A320 Bisymmetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic traffic stripes and pavement markings, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe and by the square meter as thermoplastic pavement marking.

10-1.40 PAINT TRAFFIC STRIPE

Painted traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

At the option of the Contractor, permanent striping tape conforming to the provisions in "Approved Traffic Products" of these special provisions, may be placed instead of the painted traffic stripes specified herein, except that 3M, "Stamark" Series A320 Bisymmetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be

installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of painted traffic stripes, the pavement tape will be measured and paid for by the meter as paint traffic stripe of the number of coats designated in the Engineer's Estimate.

10-1.41 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" specified for pavement markers placed in pavement recesses in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications.

SECTION 11. MODIFIED STANDARD SPECIFICATION SECTIONS

SECTION 11-1. QUALITY CONTROL / QUALITY ASSURANCE

Asphalt concrete shall conform to the provisions in this Section 11-1, "Quality Control / Quality Assurance," and the section entitled "Asphalt Concrete" in Section 10-1, "General," of these special provisions. Section 39, "Asphalt Concrete," of the Standard Specifications shall not apply to Type A and Type B asphalt concrete.

SECTION 39: ASPHALT CONCRETE

39-1 GENERAL

39-1.01 DESCRIPTION

This work shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, transporting, spreading and compacting the mixture, and furnishing and placing pavement reinforcing fabric, in conformance with this Section 11-1, "Quality Control / Quality Assurance," and with "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

The Contractor shall be responsible for controlling the quality of the asphalt concrete product entering the work, including aggregate, asphalt binder, additives, and asphalt concrete mixture; for controlling the quality of the work performed, including mix design, and mixing, transporting, spreading, and compacting the asphalt concrete; for controlling the quality of the finished roadway surface; and for developing, implementing, and maintaining a quality control program. The Contractor shall be responsible for the inspection, sampling, and testing required to control the quality of the asphalt concrete and the work performed.

The inspection, sampling, and testing required to control the quality of the workmanship and the asphalt concrete shall conform to this Section 11-1. Sampling shall be in conformance with the requirements of this Section 11-1 and with California Test 125. Testing shall be performed using California Tests unless otherwise directed by the Engineer or this Section 11-1.

Asphalt concrete is designated as Type A or Type B. The type of asphalt concrete will be shown on the plans or specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

39-2 MATERIALS

39-2.01 ASPHALTS

Asphalt binder to be mixed with aggregate shall be steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications. Asphalt binder shall be Grade AR-4000 unless the grade is designated in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Liquid asphalt for prime coat shall conform to the provisions in Section 93, "Liquid Asphalts," of the Standard Specifications and shall be the grade designated by the contract item or conform to the provisions in "Asphalt Concrete," in Section 10-1, "General," of these special provisions.

Asphalt emulsion for paint binder (tack coat) shall conform to the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications for the rapid-setting or slow-setting type and grade approved by the Engineer.

Paving asphalt to be used as a binder for pavement reinforcing fabric shall be a steam-refined paving asphalt conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications, and shall be Grade AR-4000, unless otherwise ordered by the Engineer or designated in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

39-2.02 AGGREGATE

Aggregate and combined aggregate shall conform to the quality and gradation provisions in this Section 11-1, "Quality Control / Quality Assurance," for the asphalt concrete types and sizes conforming to the provisions in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Aggregates shall be clean and free from decomposed or organic materials and other deleterious substances. Coarse aggregate is material retained on the 4.75-mm sieve, fine aggregate is material passing the 4.75-mm sieve, and supplemental fine aggregate is added fine material passing the 600-µm sieve, including, but not limited to, cement and stored fines from dust collectors.

The target value for the percent passing each designated sieve size for the aggregate blend used in the proposed asphalt concrete mix design shall fall within the "Target Value Limits" of the following table:

Table 39-1 - AGGREGATE GRADATION
Type A and Type B Asphalt Concrete
Percentage Passing

19-mm Maximum, Coarse		19-mm Maximum, Medium	
Sieve Sizes	Target Value Limits	Sieve Sizes	Target Value Limits
25-mm	100	25-mm	100
19-mm	90-100	19-mm	90-100
9.5-mm	60-75	9.5-mm	65-80
4.75-mm	45-50	4.75-mm	49-54
2.36-mm	32-36	2.36-mm	36-40
600-µm	15-18	600-µm	18-21
75-µm	3-7	75-µm	3-8

12.5-mm Maximum, Coarse		12.5-mm Maximum, Medium	
Sieve Sizes	Target Value Limits	Sieve Sizes	Target Value Limits
19-mm	100	19-mm	100
12.5-mm	95-100	12.5-mm	95-100
9.5-mm	75-90	9.5-mm	80-95
4.75-mm	55-61	4.75-mm	59-66
2.36-mm	40-45	2.36-mm	43-49
600-µm	20-25	600-µm	22-27
75-µm	3-7	75-µm	3-8

During asphalt concrete production, aggregate gradation shall be within the limits specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Conformance with the grading requirements shall be determined by California Test 202, modified by California Test 105, when there is a difference in specific gravity of 0.2 or more between the coarse and fine portions of the aggregate or between the blends of the different aggregates. The percent passing the 75-µm sieve shall be reported to the first decimal place (tenths).

The combined aggregate shall conform to the following quality requirements prior to the addition of the asphalt binder:

Table 39-2 - AGGREGATE QUALITY REQUIREMENTS

Quality	California Test	Asphalt Concrete	
		Type A	Type B
Percent of Crushed Particles Coarse Aggregate (Min.) Fine Aggregate (Passing 4.75-mm, Retained on 2.36-mm) (Min.)	205	90% 70%	25% 20%
Los Angeles Rattler Loss at 100 Rev. (Max.) Loss at 500 Rev. (Max.)	211	12% 45%	50%
Sand Equivalent (Min.) ¹	217	47	42
Kc Factor (Max.)	303	1.7	1.7
Kf Factor (Max.)	303	1.7	1.7

Note:

1. Reported value shall be the average of 3 tests split from a single sample.

39-2.03 ASPHALT CONCRETE MIXTURE

The asphalt concrete mixture, composed of the proposed aggregate blend and the proposed asphalt binder content as determined by California Test 367, shall conform to the following requirements:

Table 39-3 - ASPHALT CONCRETE MIXTURE REQUIREMENTS

Design Parameters	California Test	Asphalt Concrete Type and Location			
		Coast and Valley		Desert (per Engineer)	
		Type A	Type B	Type A	Type B
Hveem Stabilometer Value (Min.)	367 ^{1,2}	37	35	37	35
Percent air voids (Mix Design) (Start-Up Production Evaluation)	367 ¹	3-5 ³	3-5 ³	4-6 ⁴	4-6 ⁴
Swell ⁵ (mm) (Max)	305	0.76	0.76	0.76	0.76

Notes:

1. Reported value shall be the average of 3 tests from a single split sample.
2. If the range of stability for the 3 briquettes is more than 12 points, the briquettes shall be discarded and new samples shall be fabricated.
3. Modify California Test 367, paragraph C5, to "most nearly 4%."
4. Modify California Test 367, paragraph C5, to "most nearly 5%."
5. Measured at Mix Design only.

During production and placement, the asphalt concrete mixture shall conform to the requirements of Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Changes in cold feed or hot bin proportions to conform to the aggregate grading requirements shall not be considered changes in the mix design.

Whenever asphalt concrete production has been suspended for longer than 30 days, the Contractor, on the first day of resumption of production, shall sample and test the asphalt concrete to demonstrate conformance with the requirements of Table 39-3, "Asphalt Concrete Mixture Requirements," Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1.

The target value for asphalt content may be changed by as much as ± 0.2 percent during the production start-up evaluation specified in Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1 or after production start-up evaluation and before the first day of regular production with the Engineer's approval. The Contractor shall demonstrate that asphalt concrete that has been produced through the plant using the modified target value for asphalt content is in conformance with this Section 11-1 by submitting test results for samples obtained from the first 500 tonnes of production. Stability and percent air voids shall be determined using 3 briquettes constructed from a single sample taken from 4 locations across the mat in conformance with the requirements of California Test 125.

Changes from one mix design to another shall not be made during the progress of the work, unless approved by the Engineer. Changes in asphalt content, other than those allowed during the start-up evaluation process, or in aggregate grading target values shall be considered to be a change in the asphalt concrete mixture and shall require a new mix design proposal. Changes in the asphalt content or aggregate grading target values approved by the Engineer will not be applied retroactively for acceptance or payment.

39-2.04 PAVEMENT REINFORCING FABRIC

Pavement reinforcing fabric shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications.

39-3 ASPHALT CONCRETE MIX DESIGN PROPOSAL AND REVIEW

39-3.01 CONTRACTOR MIX DESIGN PROPOSAL

The Contractor shall submit for the Engineer's review a proposed asphalt concrete mix design for each asphalt concrete mixture to be used at least 14 days prior to production of that asphalt concrete mixture. The asphalt concrete mix design shall be prepared by a laboratory (or laboratories) whose proficiency has been reviewed and qualified in conformance with the Department's Quality Assurance Program. Aggregate quality and asphalt concrete mix design test results shall be no more than one year old when production of the asphalt concrete mixture starts. For projects of more than one year's duration, asphalt concrete may be produced using the asphalt concrete mix design that was reviewed and accepted at the start of the project provided the asphalt concrete mixture continues to conform to the provisions of this Section 11-1, "Quality Control / Quality Assurance."

The Contractor shall submit a mix design letter that indicates the target values proposed for gradation, asphalt content, and percent air voids. This submittal shall include test results for aggregate and asphalt mixture quality; plots of the combined gradings showing the production tolerances; plots of unit weight, stability, and percent air voids versus asphalt content for the asphalt contents considered in the design process. In addition, this submittal shall include test results for stability, percent air voids, and swell for 3 briquettes constructed using the submitted aggregate and asphalt blended at the proposed target values for each asphalt concrete mixture to be used.

The Contractor shall submit the following for each asphalt concrete mixture proposed:

A. Aggregate and mineral filler:

1. Target values for percent passing each sieve size for the aggregate blend;
2. Results of tests for aggregate quality requirements;
3. Source of each aggregate to be used including producer, location, and California Mine Identification number;
4. Percentage of each aggregate stockpile, cold feed or hot bin to be used;
5. Gradation of each aggregate stockpile, cold feed or hot bin to be used; and
6. Samples that are representative of the aggregate to be used. Minimum sample sizes shall be as follows:

60 kg of each coarse aggregate;
40 kg of each fine aggregate; and
5 kg of each supplemental fine aggregate.

B. Asphalt binder:

1. Asphalt binder source and target value;
2. Four one-liter samples of the asphalt binder;
3. Results of the asphalt binder quality tests conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications; and
4. Material Safety Data Sheets.

C. Antistrip additives, when applicable:

1. A 5-kg sample of the dry additive or a one-liter sample of the liquid antistrip additive, including name of product, manufacturer, manufacturer's designation and proposed rate, location, and method of addition; and
2. Material Safety Data Sheets.

The proposed asphalt concrete mix design submittal will be considered complete only when the mix design letter, test results, plots, and samples have been received by the Engineer.

39-3.02 ENGINEER REVIEW OF ASPHALT CONCRETE MIX DESIGN

The Engineer will review the proposed aggregate and asphalt concrete mixture for conformance with this Section 11-1, "Quality Control / Quality Assurance." The proposed asphalt concrete mixture will be reviewed at the proposed target values for aggregate grading and asphalt content. The Engineer will have 14 days to review each submittal of a proposed mix

design. Production of asphalt concrete shall not begin until written notification has been received from the Engineer that the aggregates and proposed mix design meet the quality requirements of this Section 11-1.

The Engineer will reject a proposed asphalt concrete mixture that, during review, fails to meet the quality requirements of Table 39-2, "Aggregate Quality Requirements," and Table 39-3, "Asphalt Concrete Mixture Requirements," of this Section 11-1. The Contractor shall resubmit a mix design letter providing new test results, plots, and material samples.

Disagreements in mix design review shall be resolved in conformance with Section 39-6, "Dispute Resolution," of this Section 11-1. The Contractor shall use a mix design on the project only after the Engineer concurs that the aggregate and asphalt concrete represented by the proposed mix design conforms to the provisions of this Section 11-1.

The Engineer will review one proposed asphalt concrete mix design for each asphalt concrete type and aggregate size from each plant proposed for use on this project at the State's expense. Costs for additional reviews due to failure to conform to the quality requirements of this Section 11-1 and for reviewing other proposed asphalt concrete mix designs will be deducted from moneys due or to become due the Contractor. The cost for each review will be \$1,500. Costs for reviewing changes in a mix design that are initiated by the Engineer will be waived. Contractor's retesting due to errors in the Engineer's testing will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Costs for reviewing mix designs not used in this project will be deducted from moneys due or to become due the Contractor.

39-4 CONTRACTOR QUALITY CONTROL

39-4.01 GENERAL

The Contractor shall be responsible for the quality of the asphalt concrete entering into the work and of the work performed. In addition, the Contractor shall be responsible for the quality of asphalt concrete or ingredients procured from subcontractors or vendors. A quality control system shall be established, maintained, and modified, if needed, that will provide assurance that materials and completed work conform to contract requirements.

At least 14 days prior to the start of production of asphalt concrete, the Contractor shall submit a written Quality Control Plan. At the request of the Engineer or the Contractor, the Contractor shall discuss the Quality Control Plan with the Engineer.

39-4.02 QUALITY CONTROL PLAN

The Quality Control Plan shall describe the organization and procedures that will be used to administer the quality control system including the procedures used to control the production process, the procedures used to determine when changes to the production process are needed, and the procedures proposed to be used to implement the required changes. The Quality Control Plan shall meet the minimum standards set forth in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," available as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Asphalt concrete production and placement shall not begin until the Quality Control Plan has been approved by the Engineer. Approval of the Quality Control Plan does not imply a warranty by the Engineer that adherence to the plan will result in production of asphalt concrete that complies with this Section 11-1. It shall remain the responsibility of the Contractor to demonstrate such compliance.

The Quality Control Plan shall include the name and qualifications of a Quality Control Manager. The Quality Control Manager shall be responsible for the administration of the Quality Control Plan, including compliance with the plan and plan modifications. The Quality Control Manager shall be responsible to the Contractor, shall have the authority to make decisions concerning quality of the work or product, and shall be available to the project within less than 3 hours during paving. Except in cases of emergency and with the approval of the Engineer, the Quality Control Manager cannot be a foreman, member of the production or paving crew, an inspector or tester on this project during pavement production and placement.

The Quality Control Plan shall identify personnel, equipment and documentation required for a complete inspection, sampling and testing program. The Quality Control Plan shall include, but not be limited to, a list of inspectors, samplers and testers, their duties, their certifications if required, and their experience if no certification is required. It shall also list the name and location of laboratories that shall be providing information to the Engineer, the testers who conducted the tests and their certifications and the name of the Laboratory Quality Control Manager responsible for oversight of the testing program. It shall also show examples of the test result forms (if different from those in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete"), the roadway and plant inspection forms, the Quality Control Manager's daily summary form, and the compliance charts. It shall include the method by which random sampling shall be determined, a list of the testing and sampling equipment to be used and the current calibration dates and calibration charts, and copies of nuclear gauge licenses.

The Quality Control Plan shall include the name and certification of a testing consultant to be an Independent Third Party in dispute resolution. By mutual agreement during dispute resolution, the Independent Third Party may be a District Independent Assurance Sampler and Tester, the testing consultant or both. The proficiency of the testing consultant shall be reviewed and certified in conformance with the requirements of the Department's Quality Assurance Program before the test consultant participates in dispute resolution. Attention is directed to Section 39-6, "Dispute Resolution," of this Section 11-1.

The Quality Control Plan may be modified as work progresses. A supplement shall be submitted whenever there are changes to quality control procedures or personnel. Asphalt concrete production and placement shall not resume or continue until revisions to the Quality Control Plan or quality control personnel have been approved by the Engineer.

39-3.03 CONTRACTOR QUALITY CONTROL INSPECTION, SAMPLING, AND TESTING

The Contractor shall perform process and quality control sampling and testing, provide inspection, and exercise management control to ensure that asphalt concrete production and placement conforms to the provisions of this Section 11-1. Staffing for process and quality control shall meet the minimum requirements outlined in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete."

Process and quality control, sampling, testing, and inspection shall be provided during the asphalt concrete work. Sampling, testing, and inspection shall be performed at a rate sufficient to ensure that asphalt concrete conforms to the provisions of this Section 11-1.

A roadway inspector shall be provided while asphalt concrete paving operations are in progress. The roadway inspector shall ensure that asphalt concrete placement conforms to industry standards and to the spreading, compacting, and finishing requirements of this Section 11-1, "Quality Control / Quality Assurance." Plant inspection shall be performed as necessary to maintain control of the asphalt concrete production.

Minimum sampling and testing requirements for process and quality control are specified in Table 39-4, "Minimum Process Control Requirements," and Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Sampling shall be statistically based and random.

During production start-up evaluation, the Contractor shall sample and test in conformance with the provisions in Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1.

A testing laboratory and personnel shall be provided for the performance of process and quality control testing. The Engineer shall have unrestricted access to mix design, sampling, and testing.

The proficiency of testing laboratories and sampling and testing personnel shall be reviewed, qualified, and certified by the Department's Independent Assurance Sampler and Tester before providing services to the project. Inspectors shall meet the standards set forth in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete."

39-4.04 CONTRACTOR PROCESS CONTROL

Process control sampling and testing shall be performed and control shall be exercised to ensure that asphalt concrete production conforms with this Section 11-1.

Minimum process control sampling and testing shall be performed in compliance with the following:

Table 39-4 - MINIMUM PROCESS CONTROL REQUIREMENTS

Quality Characteristic	Action Limit	California Test	Minimum Sampling and Testing Frequency	Point of Sampling ‡	Reporting Time Allowance
Sand Equivalent (Min)	47 (Type A) 42 (Type B)	217	One sample per 2500 tonnes	Batch plant - from hot bins. Drum plant - from cold feed.	24 hours
		(Reported value shall be the average of 3) ¹	Not less than one sample per 2 days		
Stability	37 (Type A) 35 (Type B)	366 ²	See Note 4	Mat behind paver	48 hours
		(Reported value shall be the average of 3) ^{1,3,5}	Not less than one sample per 5 days		

Notes:

‡ In conformance with the requirements of California Test 125.

1. Samples used for the 3 tests to be averaged shall be from a single split sample.
2. Reheat for sample preparation shall be 2 hours maximum.
Do not place sample or briquette in oven for 15-hour cure.
3. Briquettes shall be fabricated from a single, combined sample obtained from at least 4 locations across the mat behind the paver in conformance with the requirements of California Test 125. If the range of stability for the three briquettes is more than 12 points, the samples shall be discarded and new samples shall be obtained before the end of the following shift of paving and tested in conformance with the requirements of Table 39-3, "Asphalt Concrete Mixture Requirements."
4. Asphalt concrete will be sampled and tested each of the first 5 days of production and may be decreased to one for each 5 days thereafter unless stability falls below the action limit. When stability falls below the action limit, sampling will be increased to one sample for each of the first 5 days of production and may be decreased to one for each 5 days thereafter. The sequence of the first 5 test results shall not be broken by more than 7 days of suspended operations.
5. During production start-up evaluation, a correlation factor for cured vs. uncured specimens shall be established in conformance with the requirements of Section 39-10.02A, "Production Start-Up Evaluation."

The process control test results shall be plotted on specification compliance charts indicating the action limits for the quality characteristic. When one test result falls below the action limit for an individual measurement, the Contractor shall notify the Engineer, take corrective action, and sample and test within the next 500 tonnes of production. When 2 consecutive test results for an individual characteristic fall below the action limit, the asphalt concrete represented by the 2 tests shall be considered not in compliance. When 2 consecutive test results for an individual characteristic fall below the action limit, the Contractor shall suspend production, notify the Engineer, and take corrective action. With the approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in compliance with the provisions of this Section 11-1. Production shall begin only after the Engineer has received test results confirming compliance.

Asphalt concrete that has 2 consecutive stability test results less than or equal to 26 for Type A asphalt concrete or less than or equal to 24 for Type B asphalt concrete shall be removed at the Contractor's expense. Asphalt concrete placed to demonstrate compliance that does not meet the provisions of this Section 11-1 shall be removed at the Contractor's expense.

39-4.05 CONTRACTOR QUALITY CONTROL

Quality control, sampling, testing, and inspection shall be provided during asphalt concrete work. Sampling, testing, and inspection shall be performed at a rate sufficient to ensure that the asphalt concrete product conforms to the requirements in this Section 11-1. Sampling for testing to be reported to the Engineer shall be performed at the minimum frequency specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1, "Quality Control / Quality Assurance."

Quality control samples of aggregates and asphalt concrete mixture shall be obtained and split. One split portion of each sample shall be used for quality control testing and the other portion shall be reserved for possible retest during dispute resolution, in conformance with Section 39-6, "Dispute Resolution," of this Section 11-1. Quality control samples shall be stored in a location listed in the Quality Control Plan until disposal has been approved by the Engineer.

The Contractor shall obtain a one-liter sample of the asphalt binder in conformance with Section 39-7.01C, "Asphalt Binder Storage," of this Section 11-1 for each day of asphalt concrete production. The sample containers shall be labeled as shown in the "Manual for Quality Control and Quality Assurance for Asphalt Concrete" and shall be sent by the Contractor to the Transportation Laboratory on a weekly basis, except for modified asphalts that shall be shipped daily. A copy of the transmittal form shall be attached to the daily report of inspection.

When test results for a single quality characteristic deviate beyond the limits specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 the Contractor shall take corrective action and shall bring the asphalt concrete within the specification limits. The corrective action taken shall be documented in the records of inspection in conformance with Section 39-4.06B, "Records of Inspection and Testing," of this Section 11-1. When a single quality characteristic deviates 3 consecutive times beyond the limits specified in Table 39-9, "Minimum Quality Control Test Requirements," of this Section 11-1, the Contractor shall suspend production, shall notify the Engineer, and shall take corrective action. With the approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed and the requirements of Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1 shall be used to demonstrate that the asphalt concrete is once again in compliance with this Section 11-1. Production of asphalt concrete shall start only after the Engineer has received test results confirming compliance. When an individual quality characteristic deviates 3 consecutive times beyond the specification limits and production of asphalt concrete has been suspended, the lot shall be terminated.

If an ignition oven is used for asphalt content in conformance with the requirements of California Test 382, gradations of the remaining aggregates shall be provided for each 5000 tonnes of production. Testing of the aggregates shall be in conformance with the requirements of California Test 202, Appendix F, "Sieve Analysis of Aggregate from Bituminous Mixtures Processed in an Ignition Oven" as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions. Test results from these gradings shall be provided prior to completion of the project. Gradings from the aggregates recovered from the ignition oven will not be used in the statistical analysis for quality or for pay. Payment for these gradings will be made as extra work as provided in Section 4-1.03D of the Standard Specifications at the rate of \$150 per test result for the cost of the additional testing.

39-4.06 CHARTS AND RECORDS

The Contractor shall record sampling and testing results for both process control and for quality control on forms as provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete" or on forms approved by the Engineer. Complete testing records shall be maintained and posted in the Contractor's laboratory. Models of forms that are different from those in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete," locations of postings, and times and means of submissions shall be provided in the Quality Control Plan.

For every 5000 tonnes of asphalt concrete produced, the Contractor shall provide an electronic copy of the process and quality control test results using the Department's statistical evaluation program "ACPay" available as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Compliance charts and inspection and testing records, except stability test results used for process control, shall be submitted within 24 hours after completion of that shift of asphalt concrete production. If the record is incomplete or in error, a copy of the record will be returned with the deficiencies noted by the Engineer. The Contractor shall correct deficiencies and return the updated record by the start of the following working day. When errors or omissions in the inspection or testing records repeatedly occur, asphalt concrete production and placement shall be suspended and the procedures by which the records are produced shall be corrected before production and placement will be restarted.

39-4.06A Compliance Charts

The Contractor shall develop and maintain time linear specification compliance charts. The compliance charts shall identify the project, test number, test parameter, applicable upper and lower specification limits, and test results.

Compliance charts shall be kept current and shall be posted at a location designated in the Quality Control Plan. Compliance charts shall be updated each day of asphalt concrete production, and up-to-date copies shall be included in the submittals to the Engineer of each day's test results.

39-4.06B Records of Inspection and Testing

For each day of asphalt concrete production, the Contractor shall prepare an "Asphalt Concrete Construction Daily Record of Inspection," on forms provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete." A form shall be submitted for inspection at the plant and at the roadway.

For each day of asphalt concrete production, the Contractor shall prepare an "Asphalt Concrete Inspection and Testing Summary" on a form provided in the Department's "Manual for Quality Control and Quality Assurance for Asphalt Concrete." Plant and roadway inspection forms documenting the day's plant production and roadway placement shall be completed. Deviations from the specifications or the Contractor's regular practice shall be listed and explained. Individual inspection forms shall be signed by the inspector and initialed by the Quality Control Manager and attached to the summary at submittal. Test forms documenting test results shall be complete, signed by the tester, checked and initialed by the Quality

Control Manager, and attached to the summary at submittal. Sampling and testing data and calculations that support a test result shall be made available to the Engineer within 48 hours when requested.

The "Asphalt Concrete Inspection and Testing Summary" shall include the following certification signed by the Quality Control Manager:

It is hereby certified that the information contained in this record is accurate, and that information, tests or calculations documented herein comply with the requirements of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as a part of this record.

39-5 ENGINEER QUALITY ASSURANCE

39-5.01 GENERAL

The Engineer will assure conformance to contract specifications by review of the Contractor's mix design proposal, by inspection of the Contractor's procedures, by oversight of the Contractor's quality control inspection and records, by splitting and testing samples with the Contractor during evaluation of the plant production start-up and the nuclear density test strip, and by independent verification sampling and testing of the asphalt concrete and aggregates during asphalt concrete production.

The Contractor may witness assurance sampling and testing. However, the Engineer will not be required to notify the Contractor of anticipated sampling schedules or locations and will not delay sampling or testing if the Contractor is unable to attend. The Contractor shall not use samples taken for assurance testing for testing and submittal as a quality control test result.

The Engineer will provide the Contractor with copies of the assurance test results not more than 2 working days after receipt of the results. Sampling and testing data and calculations that support a test result shall be made available to the Contractor within 48 hours when requested.

The Engineer may test the asphalt, aggregates or asphalt concrete mixture to determine conformance with this Section 11-1, "Quality Control / Quality Assurance," whenever an asphalt concrete mixture or ingredient appears defective or inconsistent or whenever a test result indicates a change in the characteristics of the asphalt concrete mixture or an ingredient. Asphalt, aggregates or asphalt concrete that does not conform with this Section 11-1 will be rejected in conformance with Section 39-11, "Acceptance of Work," of this Section 11-1.

The Contractor, when directed by the Engineer, shall obtain representative samples of the asphalt concrete mixture or ingredients that appear defective or inconsistent. The samples shall be split into 4 portions. The Contractor shall retain 1 portion for testing if the Contractor chooses and 3 portions shall be delivered to the Engineer. The asphalt concrete or ingredient need not be sampled if the Contractor elects to remove and replace the asphalt concrete, at the Contractor's expense, or if the Contractor uses a method of correcting the situation that has been approved by the Engineer. Test results from these additional samples shall not be used as a basis for a calculated pay factor.

39-5.02 SAMPLING AND TESTING FOR VERIFICATION

Independent of the Contractor's quality control testing, the Engineer will obtain random samples of the aggregate and asphalt concrete mixture and test for in-place density.

Samples of aggregates and asphalt concrete will be obtained during asphalt concrete production and placement, and will be split into at least 4 portions. One of the split portions will be tested by the Engineer and used to verify quality control test results, one portion will be provided to the Contractor, and 2 portions will be reserved and stored for testing in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1. When verifying the relative compaction, the Engineer will obtain a sample of a sample of asphalt concrete from the mat behind the paver, will split the sample and apportion the sample as described above, and will test the sample for test maximum density.

The Engineer will test for material quality characteristics specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Verification tests will be at a frequency of not less than 10 percent of the minimum quality control sampling and testing frequency and will be performed in conformance with the test methods specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Verification tests will be performed using the same test methods used for quality control testing.

During the Engineer's verification of the relative compaction, the Engineer will determine the location of 500 tonnes of asphalt concrete to be tested using a random number, will obtain an asphalt concrete sample from within this location for determination of the test maximum density, and will determine the relative compaction of the in-place asphalt concrete as specified in California Test 375. The Contractor shall obtain one of the split samples of asphalt concrete for determination of test maximum density and shall determine the relative compaction of the 500 tonnes of asphalt tested by the Engineer using the same testing sites determined by the Engineer. The results of this common testing will be compared to the allowable testing difference defined in Table 39-6, "Allowable Testing Differences," of this Section 11-1. If the test maximum density or the relative compaction does not comply with the allowable testing difference, then the Engineer and

Contractor will use the first 500 tonnes of the next day's production to re-correlate the nuclear gauges used in testing as defined by California Test 375.

During production start-up evaluation, the Engineer will witness the sampling of asphalt concrete and aggregates and will perform tests on the materials in conformance with Section 39-10.02A, "Production Start-Up Evaluation," of this Section 11-1.

39-5.03 VERIFICATION

The Engineer will determine the acceptability of the quality control test results by using the *t*-test for sample means to test whether or not the means of the quality control test results and verification test results are within an allowable testing difference. Quality control test results and verification test results for each indexed quality characteristic will be used in the verification process.

The *t*-value of the group of test data to be verified is computed as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- n_c = Number of Contractor's quality control tests (minimum of 2 required)
- n_v = Number of Verification tests (minimum of 1 required)
- \bar{X}_c = Mean of the Contractor's quality control tests
- \bar{X}_v = Mean of the Verification tests
- S_p = Pooled standard deviation
(When $n_v = 1$, $S_p = S_c$)
- S_c = Standard deviation of the Contractor's quality control tests
- S_v = Standard deviation of the Verification tests (when $n_v > 1$)

The comparison of quality control test results and verification test results will be considered at a level of significance, $\alpha = 0.01$. Compute *t* using the equation above and compare to the critical *t*-value, t_{crit} , from the following table:

Table 39-5 - CRITICAL *t*-VALUE FOR VERIFICATION OF QUALITY CONTROL TESTING

degrees of freedom (n_c+n_v-2)	t_{crit} (for $\alpha = 0.01$)	degrees of freedom (n_c+n_v-2)	t_{crit} (for $\alpha = 0.01$)
1	63.657	18	2.878
2	9.925	19	2.861
3	5.841	20	2.845
4	4.604	21	2.831
5	4.032	22	2.819
6	3.707	23	2.807
7	3.499	24	2.797
8	3.355	25	2.787
9	3.250	26	2.779
10	3.169	27	2.771
11	3.106	28	2.763
12	3.055	29	2.756
13	3.012	30	2.750
14	2.977	40	2.704
15	2.947	60	2.660
16	2.921	120	2.617
17	2.898		2.576

Quality control test results are verified if the *t*-value computed is less than or equal to t_{crit} ($t \leq t_{crit}$), and the difference between the means of the quality control test results and verification test results are within an allowable testing difference.

Quality control test results are not verified if the t -value computed is greater than t_{crit} ($t > t_{crit}$), and the difference between the means exceeds the allowable testing difference. The allowable testing difference shall be as follows:

Table 39-6 - ALLOWABLE TESTING DIFFERENCE

Quality	California Test	Allowable Testing Difference
Sand Equivalent (min.)	217	8
Hveem Stabilometer Value (min.)	366	10
Percent Air Voids	367	1.5
Asphalt Content	379 or 382	0.3%
Gradation	202	
19 or 12.5 mm		2
9.5 mm		4
4.75 mm		3
2.36 mm		2
600 μ m		2
75 μ m		1.0
Relative Compaction	375	0.8%
Test Maximum Density		0.03 g/cc

If quality control test results are not verified, the Contractor will be notified of the difference. The Engineer will sample asphalt concrete production at a more frequent interval. Resolution of the problem shall be in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1.

39-6 DISPUTE RESOLUTION

39-6.01 GENERAL

The Contractor and the Engineer shall work together to avoid potential conflicts and to resolve differences that may arise from a disagreement regarding test result comparisons.

Should the results of the testing fail to meet the criteria of the stage at which the disagreement arose, production shall be suspended. Production shall not start or resume nor shall asphalt concrete be accepted until the differences have been resolved and the Engineer is assured that the asphalt concrete conforms to this Section 11-1, "Quality Control / Quality Assurance."

When the Engineer and the Contractor, together or separately, are unable to determine the source of error, an Independent Third Party shall act as witness and referee.

In disagreements, if the Engineer's testing process meets the requirements of this Section 11-1, costs related to the review shall be borne by the Contractor. The Contractor's sampling and testing program shall be modified as necessary. New test results shall be submitted to the Engineer. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. If split samples are not available and retesting is not possible, that portion of the asphalt concrete produced or placed prior to and during the disagreement will be evaluated based on the results of the Engineer's verification test results.

In disagreements, if the Engineer's testing process fails to meet the requirements of this Section 11-1, costs related to the review shall be borne by the State. The Engineer's sampling and testing program will be modified as necessary. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. Contractor's retesting due to errors in the Engineer's testing will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. If, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of delays or errors in the Engineer's testing, the delay will be considered a right of way delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

In disagreements, if both the Contractor's and the Engineer's testing processes have failed to meet the requirements of this Section 11-1 or if the cause cannot be determined, each party will bear the costs related to their own review. When appropriate, the Contractor's and the Engineer's sampling and testing programs shall be modified as necessary, split samples of the Contractor's quality control samples or the Engineer's verification samples shall be retested, and the new quality control test results shall be submitted to the Engineer. Test results judged to be in error shall be removed from consideration and the new test results shall be substituted. If split samples of aggregates or asphalt concrete mixture from the Contractor's testing are not available where retesting is required, that portion of the asphalt concrete produced prior to and during the disagreement will be evaluated based on the results of the Engineer's verification test results.

39-6.02 DURING THE ASPHALT CONCRETE MIX DESIGN REVIEW

During the asphalt concrete mix design review, if the Engineer's review does not confirm that one or more of the aggregate or the asphalt concrete mixture qualities comply with this Section 11-1, "Quality Control / Quality Assurance," both parties will review their sampling, testing, and test results and shall share their findings. Testers and laboratories shall be made available for witnessing. Calculations and test results shall be made available for review. If an error in the Contractor's testing is detected during this review, the Contractor shall, as is appropriate, recalculate or retest. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected, the Engineer will, as is appropriate, recalculate or retest.

If the Contractor's and Engineer's review does not reveal the source of conflict, the Contractor's and the Engineer's sampling and testing processes shall be witnessed by the Independent Third Party. Testing to resolve the dispute in results for the mix design shall be performed using samples that were obtained and split while being witnessed by the Independent Third Party. Review of sample preparation and testing will be performed at both the Contractor's and the Engineer's laboratory on a portion of the split material while being witnessed by the Independent Third Party. The resulting mix design shall be used for production.

39-6.03 DURING THE PRODUCTION START-UP EVALUATION

When the Contractor's and Engineer's test results during production start-up fail to meet the provisions in Section 39-10.02, "Production Start-Up Evaluation and Nuclear Density Test Strips," both parties will review their sampling, testing, and test results, and shall share their findings. Testers and laboratories shall be made available for witnessing. Calculations and test results shall be made available for review. If an error in the Contractor's testing is detected during this review, the Contractor shall, as is appropriate, recalculate or retest. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected, the Engineer will, as is appropriate, recalculate or retest.

If the Contractor's and the Engineer's review does not resolve the differences, the Contractor's and the Engineer's testing processes shall be witnessed by the Independent Third Party using the 2 remaining portions of the split samples. If necessary, a 250-tonne to 500-tonne quantity of asphalt concrete shall be placed at a location agreed to by the Engineer to provide asphalt concrete and ingredients for sampling and testing for the Independent Third Party review.

If an error in the Contractor's testing is detected by the Independent Third Party, the Contractor shall take corrective action and, as appropriate, recalculate or retest the split portion of the trial quantity of asphalt concrete in question. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected by the Independent Third Party, the Engineer will take corrective action and, as appropriate, recalculate or retest the split portion of the first trial quantity.

Production shall not start nor shall asphalt concrete be accepted until the differences have been resolved and the test results meet the provisions in Section 39-10.02, "Production Start-Up Evaluation and Nuclear Density Test Strips," of this Section 11-1.

39-6.04 DURING PRODUCTION

When it is determined that the quality control test results could not be verified, both parties will review their sampling, testing, and test results, and shall share their findings. Testers and laboratories will be made available for witnessing. Calculations and results will be made available for review.

If an error in the quality control sampling or testing is detected during the Contractor's or the Engineer's review, the Contractor shall either recalculate or, if appropriate, retest using the reserved split portions of the quality control samples. These new test results shall be submitted to the Engineer. If an error in the verification sampling or testing is detected, the Engineer will recalculate or, if appropriate, retest using a reserved split portion of the verification samples. Using the new test results, the Engineer will repeat the calculation of the *t*-test and will determine if the means of the quality control tests and the verification test results are within the allowable testing difference as specified in Section 39-5.03, "Verification," of this Section 11-1.

When the verification test results do not verify the quality control test results 3 consecutive times, both the Contractor's and the Engineer's testers shall be witnessed by the Independent Third Party while sampling, splitting, and testing samples from the production unit or from the mat. The Contractor may produce and place up to 1000 tonnes of asphalt concrete to provide materials and sampling opportunities. Production and placement of asphalt concrete will be suspended until the Independent Third Party has completed the review of the Contractor's and the Engineer's sampling and testing and resolved the differences.

If an error in the Contractor's testing is detected by the Independent Third Party, the Contractor shall take corrective action and, as appropriate, recalculate or retest the split portion of the quality control samples. The new test results shall be submitted to the Engineer. If an error in the Engineer's testing is detected by the Independent Third Party, the Engineer will take corrective action and, as appropriate, recalculate or retest a split portion of the verification samples. When the error has been detected and corrected, production shall resume and the services of the Independent Third Party will be discontinued.

If a problem is not identified during the Independent Third Party review, the Independent Third Party shall be retained for the duration of the project or until a problem has been identified. Until all asphalt concrete has been produced and placed, the Contractor shall sample and split quality control samples in the presence of the Independent Third Party. One portion of each sample shall be tested by the Contractor in conformance with the intervals specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1, and the other portion shall be delivered to the Engineer by the Independent Third Party. The Engineer will test at least one of every 5 of the split samples for verification purposes. A new lot will be designated for asphalt concrete produced since the Independent Third Party was consulted. The pay factor for this lot will be determined in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1 with the exception that both the Contractor's quality control test results and the Engineer's verification test results will be combined and will be the basis for acceptance of that portion of the work. The pay factor for the lot of asphalt concrete which brought about the dispute resolution shall be determined in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1 with the exception that both the Contractor's quality control test results and the Engineer's verification test results will be combined and will be the basis for acceptance of that portion of the work.

39-7 STORING, PROPORTIONING AND MIXING MATERIALS

39-7.01 STORAGE

The Contractor shall store the aggregate for asphalt concrete so that separately sized aggregates will not be intermingled and shall store asphalt binder so that different grades of asphalt will not be intermingled. Aggregate that has been intermingled with aggregate of another size shall be removed by the Contractor and replaced with aggregate of specified grading.

When the Contractor adds supplemental fine aggregate, each supplemental fine aggregate used shall be stored separately and kept thoroughly dry.

The measurement and storage provisions of this Section shall not apply to the dust collected in skimmers and expansion chambers (knock-out boxes) or to the dust collected in centrifugal (cyclone) collectors. Dust from these collectors may be returned to the aggregate without being measured or stored separately, provided the dust is returned uniformly at a point in advance of the sampling device in batch-mixing plants or is returned at or before mixing in continuous mixing plants.

Aggregate and asphalt binder shall be stored in conformance with the following requirements.

39-7.01A Aggregate Cold Storage

Material shall be fed from storage with a mechanical feeder. Before being fed to the drier, aggregate shall be separated into 3 or more sizes and stored separately.

39-7.01B Aggregate Hot Storage

Aggregate for asphalt concrete to be mixed in batch mixing plants shall be stored, after being dried, in conformance with the following requirements:

1. Aggregates for asphalt concrete shall be separated into 3 or more sizes.
2. After the aggregate is separated, each size shall be stored in a separate bin, and shall be recombined in conformance with the provisions in Section 39-7.03A, "Proportioning for Batch Mixing," of this Section 11-1 in order to conform to the gradings specified in Section 39-2, "Materials," of this Section 11-1. Storage bins shall be provided with chutes to prevent overflow into adjacent bins.

39-7.01C Asphalt Binder Storage

Asphalt to be used as a binder for asphalt concrete shall be stored in heated tanks.

A suitable sampling device shall be provided in asphalt feed lines connecting plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall consist of a valve with a nominal diameter between 10 mm and 20 mm, constructed in such a manner that a one-liter sample may be slowly withdrawn during plant operations. The valve shall be maintained in good condition and, if the valve fails to function properly, the valve shall be replaced. The sampling device shall be readily accessible and in an area free of dangerous obstructions and shall be between 600 mm and 750 mm above the platform. A drainage receptacle shall be provided for flushing the device prior to sampling.

The discharge end of the asphalt binder circulating pipe shall be maintained below the surface of the asphalt binder in the storage tank to prevent discharging hot asphalt binder into open air.

A temperature sensing device shall be installed in the asphalt feed line. The device shall measure the temperature of the asphalt and shall be accurate to 5°C increments. An automatic, continuous recording device shall be provided and used to maintain accurate records of the asphalt temperature during production. Where the plant controller has the capability of

capturing production data electronically, including ingredient temperatures, and when this data represents the temperature at the time of production and is captured at intervals of not greater than 5 minutes, this process will be considered to be continuous recording. Captured data shall be retained for the duration of the contract and shall be submitted to the Engineer on request.

39-7.02 DRYING

Aggregate shall be fed directly to a drier-drum mixer or to a drier at a uniform rate.

Aggregate shall be dried such that, at the time of spreading, the moisture content of the completed asphalt concrete mixture shall not exceed 1.0 percent and the minimum and maximum asphalt concrete mixture temperatures are not exceeded. Moisture content will be determined in conformity with the requirements of California Test 370.

The drier or drier-drum mixer shall be provided with a device that senses the temperature of the material leaving the drier or the drier-drum mixer. The temperature-sensing device shall be accurate to the nearest 5°C. The indicator shall be located and maintained at the point where the proportioning operations are controlled. An automatic continuous recording device shall be provided and used to maintain accurate records of the temperatures during production. Where the plant controller has the capability of capturing production data electronically, including ingredient temperatures, and when this data represents the temperature at the time of production and is captured at intervals of not greater than 5 minutes, this process will be considered to be continuous recording. Captured data shall be retained for the duration of the contract and shall be submitted to the Engineer on request.

The burner used for heating the aggregate shall achieve complete combustion of the fuel.

39-7.03 PROPORTIONING

Proportioning shall be either by hot-feed control or cold-feed control. Hot-feed control and cold-feed control indicate the location of the measuring devices or controls.

The Contractor's mixing equipment shall be equipped with a suitable, safe sampling device that will provide a sample, representative of actual production, of the aggregate being incorporated into the asphalt concrete. The delivery point of samples shall be safe and convenient. When samples are taken from a location above ground level, a means shall be provided for lowering the aggregate samples to the ground.

39-7.03A Proportioning for Batch Mixing

When the Contractor elects to use batch mixing equipment, each aggregate hot storage bin shall be equipped with a sampling device that will provide a sample of the aggregate discharged into the weigh hopper.

Fine material collected in dust control systems, other than centrifugal collectors or knock-out boxes, shall be considered to be supplemental fine aggregate. When supplemental fine aggregate is used, it shall be proportioned by mass.

A sampling device for supplemental fine aggregate shall be installed in each feed line or surge tank preceding the weigh hopper.

39-7.03A(1) Batching Tolerances

Aggregate and asphalt shall be proportioned by mass as follows:

- A. The zero tolerance for aggregate scales shall be 0.5-percent of the total batch mass of the aggregate. The zero tolerance for separate scales for weighing supplemental fine aggregate or asphalt binder shall be 0.05-percent of the total batch mass of the aggregate.
- B. Unless otherwise approved by the Engineer, the indicated mass of material drawn from storage shall not vary from the preselected scale setting as defined by target values of the approved mix design by more than the following percentages of the total batch mass of the aggregate:
 1. Aggregate shall be within one percent, except that when supplemental fine aggregate is used and is weighed cumulatively with the aggregate, the draft of aggregate drawn immediately before the supplemental fine aggregate shall be within 0.5-percent.
 2. Supplemental fine aggregate shall be within 0.5-percent.
 3. Asphalt binder shall be within 0.1-percent.

The asphalt binder shall be measured by a tank scale.

39-7.03A(2) Automatic Controls

Batch proportioning shall be by an automatic plant controller. The proportioning devices shall be automatic to the extent that the only manual operation required for proportioning materials for one batch shall be a single operation of a switch or starter.

Proportioning devices shall be of a type in which materials discharged from the several bins are controlled by gates or by mechanical conveyors. The batching devices shall be so interlocked that no new batch may be started until weigh hoppers are empty, the scales are at zero, and the discharge gates are closed. The means of withdrawal from the bins and of discharge from the weigh box shall be interlocked so that not more than one bin can discharge onto a given scale at one time, and so that the weigh box cannot be tripped until the required quantity from each of the bins has been deposited therein. In addition, automatic proportioning devices shall be interlocked so that the weighing cycle will be interrupted whenever the amount of material drawn from storage varies from the pre-selected amount by more than the tolerances specified in this Section 11-1. Whenever the weighing cycle is interrupted, that specific batch shall not be used in the work unless it can be manually adjusted to meet the specified tolerances based on the total mass of the batch. When partial batches are batched, the interlock tolerances, except the zero tolerance, shall apply to the total mass of aggregate in the partial batch.

Proportioning devices shall be operated so that all mass increments required for a batch are preset at the same time. Controls shall be designed so that these settings may be changed without delay and the order of discharge from the several bins can be changed.

Proportioning controls shall be equipped with the means for inspection of the interlock tolerance settings. Instructions for performing the inspection shall be available at the point of operation.

The necessary means shall be provided to check the mass of various proportioned amounts on a separate vehicle scale located at the plant site.

39-7.03B Proportioning for Continuous Mixing

Asphalt binder shall be introduced into the mixer through a meter conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The asphalt meter shall automatically compensate for changes in the asphalt temperature, unless the meter is the mass flow, coriolis effect, type. The system shall be capable of varying the rate of delivery of binder proportionate with the delivery of aggregate. During a day's run, the temperature of asphalt binder shall not vary more than 30°C. The meter and lines shall be heated and insulated. The binder storage shall be equipped with a device for automatic plant cut-off when the level of binder is lowered sufficiently to expose the pump suction line.

When supplemental fine aggregate is used, it shall be proportioned by a method that uniformly feeds the material within 2 percent of the required amount. Supplemental fine aggregate shall be discharged from the proportioning device directly into the mixer.

The supplemental fine aggregate proportioning system shall function with a degree of accuracy such that, when operated between 30 percent and 100 percent of maximum operating capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for three individual 15-minute runs. For the 3 individual 15-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The fine material collected in dust control systems may be returned to the aggregate production stream without proportioning if returned at a rate commensurate with overall plant production, and if returned at or before the mixer. A return rate of less than 100 percent of the collection rate shall be metered as specified above for supplemental fine aggregate.

The asphalt feeder, each of the aggregate feeders, the supplemental fine aggregate feeder, if used, and the combined aggregate feeder shall be equipped with devices by which the rate of feed can be determined while the plant is in full operation.

The combined aggregate shall be weighed using a belt scale. The belt scale shall be of such accuracy that, when the plant is operating between 30 percent and 100 percent of belt capacity, the average difference between the indicated mass of material delivered and the actual mass delivered shall not exceed one percent of the actual mass for three individual 3-minute runs. For the 3 individual 3-minute runs, the indicated mass of material delivered shall not vary from the actual mass delivered by more than 2 percent of the actual mass.

The actual mass of material delivered for proportioning device calibrations shall be determined by a vehicle scale located at the plant site conforming to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. The vehicle scale shall be error checked within 24 hours of checking the plant's proportioning devices. The plant shall be equipped so that this accuracy check can be made prior to the first production operation for a project and at other times when requested by the Engineer.

The belt scale for the combined aggregate, the proportioning devices for supplemental fine aggregate, if used, and the asphalt proportioning meter shall be interlocked so that the rates of feed of the aggregates and asphalt will be adjusted automatically (at all production rates and production rate changes) to maintain the asphalt ratio (kilograms of asphalt per 100 kg of dry aggregate including supplemental fine aggregate, if used) designated in the mix design in conformance with the

provisions in Section 39-2.03, "Asphalt Concrete Mixture," of this Section 11-1. The plant shall not be operated unless this automatic system is functioning and in good working condition.

Asphalt meters and aggregate belt scales used for proportioning aggregates and asphalt shall be equipped with rate-of-flow indicators to show the rates of delivery of asphalt and aggregate. Meters and scales shall be equipped with resettable totalizers so that the total amounts of asphalt and aggregate introduced into the asphalt concrete mixture can be determined. Rate-of-flow indicators and totalizers for like materials shall be accurate within one percent when compared directly. The asphalt cement totalizer shall not register when the asphalt metering system is not delivering material to the mixer.

The bin or bins containing the fine aggregate and supplemental fine aggregate, if used, shall be equipped with vibrating units or other equipment that will prevent hang-up of material while the plant is operating. Each belt feeder shall be equipped with a device to monitor the depth of aggregate between the troughing rollers. The device for monitoring depth of aggregate shall automatically shut down the plant whenever the depth of aggregate is less than 70 percent of the target depth. To avoid erroneous shut down by normal fluctuations, a delay between sensing less than 70 percent flow and shutdown of the plant will be permitted, as determined by the Engineer, at the time of the initial California Test 109. A second device shall be located either in the stream of aggregate beyond the belt or where it will monitor movement of the belt by detecting revolutions of the tail pulley on the belt feeder. The device for monitoring no-flow or belt movement, as the case may be, shall stop the plant automatically and immediately when there is no flow. The plant shall not be operated unless both low-flow and no-flow monitoring devices are in good working condition and functioning properly.

For continuous pugmill mixing plants, an aggregate sampling device that will provide a 25-kg to 40-kg sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the mixer.

For drier-drum mixing plants, an aggregate sampling device that will provide a 25-kg to 40-kg sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the drier-drum mixer.

When supplemental fine aggregate is used, a sampling device shall be installed in each feed line or surge tank preceding the proportioning device for the supplemental fine aggregate.

39-7.04 (BLANK)

39-7.05 MIXING

Aggregate, supplemental fine aggregate, and asphalt binder shall be mixed in a batch mixer, continuous mixing pugmill mixer, or continuous mixing drier-drum. The charge in a batch mixer, or the rate of feed to a continuous mixer, shall not exceed that which will permit complete mixing of the material. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments.

Asphalt binder shall be at a temperature of not less than 120°C nor more than 190°C when added to the aggregate.

The temperature of the aggregate before adding the binder shall not be more than 165°C.

39-7.05A Batch Mixing

When asphalt concrete is produced by batch mixing, the mixer shall be equipped with a sufficient number of paddles of a type and arrangement so as to produce a properly mixed batch.

The binder shall be introduced uniformly into the mixer along the center of the mixer parallel to the mixer shafts, or by pressure spraying. When a pan is used, it shall be equipped with movable vanes in order that the flow of binder may be directed across the width of the pan, as desired. The vanes shall be equipped with a means for quick adjustment, and a positive lock to prevent shifting.

The mixer platform shall be of ample size to provide safe and convenient access to the mixer and other equipment. The mixer housing and weighbox housing shall be equipped with gates of ample size to permit ready sampling of the discharge of aggregate from each of the plant bins and from each feed line or surge tank of supplemental fine aggregate, if used. The Contractor shall provide a sampling device capable of delivering a representative sample of sufficient size to permit the required tests.

The mixer shall be equipped with a timing device that will indicate by a definite audible or visual signal the expiration of the mixing period. The device shall measure the time of mixing within 2 seconds.

The time of mixing a batch shall begin on the charging stroke of the weighhopper dumping mechanism and shall end when discharge is started. Mixing shall continue until a homogeneous asphalt concrete mixture of uniformly distributed and properly coated aggregates of unchanging appearance is produced. The time of mixing shall be not less than 30 seconds.

An interval timer shall control the time of mixing. The interval timer shall be interlocked so that the mixer cannot be discharged until the materials have been mixed for the full amount of time specified.

39-7.05B Continuous Mixing

Continuous mixing plants shall utilize pugmill or drier-drum mixers.

When asphalt concrete is produced by pugmill mixing, the mixer shall be equipped with paddles of a type and arrangement to provide sufficient mixing action and movement to the asphalt concrete mixture to produce properly mixed asphalt concrete. The combined aggregate shall be fed directly from the drier to the mixer at a uniform and controlled rate.

Mixing shall continue until a homogeneous asphalt concrete mixture of thoroughly and uniformly coated aggregates of unchanging appearance is produced at the discharge point from the mixer.

The temperature of the completed asphalt concrete mixture shall not exceed 165°C upon discharge from the mixer.

The mixer shall discharge into a storage silo with a capacity of not less than that specified in Section 39-7.06, "Asphalt Concrete Storage," of this Section 11-1. The Contractor shall provide a means of diverting the flow of asphalt concrete away from the silo to prevent incompletely mixed portions of the asphalt concrete mixture from entering the silo.

39-7.06 ASPHALT CONCRETE STORAGE

When asphalt concrete is stored, it shall be stored only in silos. Asphalt concrete shall not be stockpiled. The minimum quantity of asphalt concrete in a silo during mixing shall be 18 tonnes except for the period immediately following a shut-down of the plant of 2 hours or more. A means shall be provided to indicate that storage in each silo is being maintained as required.

Storage silos shall be equipped with a surge-batcher sized to hold a minimum of 1800 kg of material. A surge-batcher consists of equipment placed at the top of the storage silo that catches the continuous delivery of the completed asphalt concrete mix and changes it to individual batch delivery to prevent the segregation of product ingredients as the completed asphalt concrete mix is placed into storage. The surge-batcher shall be center loading and shall be constructed to prevent material buildup. Rotary chutes shall not be used as surge-batchers.

The surge-batcher shall be independent and distinct from conveyors or chutes used to collect or direct the completed asphalt concrete mixture being discharged into storage silos and shall be the last device to handle the material before it enters the silo. Multiple storage silos shall be served by an individual surge-batcher for each silo. Material handling shall be free of oblique movement between the highest elevation (conveyor outfall) and subsequent placement in the silo. Discharge gates on surge-batchers shall be automatic in operation and shall discharge only after a minimum of 1800 kg of material has been collected and shall close before the last collected material leaves the device. Discharge gate design shall prevent the deflection of material during the opening and closing operation.

Asphalt concrete stored in excess of 18 hours shall not be used in the work. Asphalt concrete mixture containing hardened lumps shall not be used. A storage facility that contained the material with the hardened lumps shall not be used for further storage until the cause of the lumps is corrected.

39-7.07 ASPHALT CONCRETE PLANTS

Plants, including commercial plants, that produce asphalt concrete subject to these specifications shall conform to the provisions in Section 7-1.01F, "Air Pollution Control," of the Standard Specifications, and shall be equipped with a wet-tube dust washer or equal and other devices that will reduce the dust emission to the degree that adjacent property is not damaged. The washer and other equipment shall function efficiently when the plant is in operation.

During production, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on belts, conveyors, hoppers, or hauling equipment.

Plants shall be equipped with an inspection dock constructed so that a quality control technician or inspector standing on the dock can inspect the completed asphalt concrete mixture and take samples, as necessary, from the hauling vehicle before the vehicle leaves the plant site. This inspection dock shall allow the hauling vehicle to pull alongside and shall meet applicable safety requirements of the California Division of Occupational Safety and Health. Haul vehicle drivers shall be instructed to stop at the dock whenever a quality control technician or inspector is on the dock and to remain there until directed to leave by that individual.

39-8 SUBGRADE, PRIME COAT, PAINT BINDER (TACK COAT), AND PAVEMENT REINFORCING FABRIC

39-8.01 SUBGRADE

Immediately prior to applying prime coat or paint binder (tack coat), or immediately prior to placing the asphalt concrete when a prime coat or paint binder (tack coat) is not required, the subgrade to receive asphalt concrete shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be free of loose or extraneous material. If the asphalt concrete is to be placed on an existing base or pavement that was not constructed as part of the contract, the surface shall be cleaned by sweeping, flushing or other means to remove loose particles of paving, dirt, and other extraneous material immediately before applying the prime coat or paint binder (tack coat).

39-8.02 PRIME COAT AND PAINT BINDER (TACK COAT)

A prime coat of liquid asphalt shall be applied to the areas to be surfaced when there is a contract item for the work or when the work is required in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Prime coat shall be applied only to those areas designated by the Engineer.

Prime coat shall be applied at the approximate total rate of 1.15 L per square meter of surface covered. The exact rate and number of applications will be determined by the Engineer.

Prime coat shall be applied at a temperature conforming to the range of temperatures specified in Section 93-1.03, "Mixing and Applying," of the Standard Specifications for distributor application of the grade of liquid asphalt being used.

A paint binder (tack coat) of asphaltic emulsion shall be furnished and applied in conformance with the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications and shall be applied to vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, to a pavement to be surfaced, and to other surfaces designated in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Paint binder (tack coat) shall be applied in one application at a rate of from 0.10-L to 0.45-L per square meter of surface covered. The exact rate of application will be determined by the Engineer.

At the Contractor's option, paving asphalt may be used for paint binder (tack coat) instead of asphaltic emulsion. If paving asphalt is used, the grade to be used and the rate of application will be determined by the Engineer. The paving asphalt shall be applied at a temperature of not less than 140°C or more than 175°C.

Prime coat or paint binder (tack coat) shall be applied in advance of placing the surfacing only as far as shall be approved by the Engineer. When asphaltic emulsion is used as a paint binder (tack coat), the asphalt concrete shall not be placed until the asphaltic emulsion has cured.

Immediately in advance of placing asphalt concrete, additional prime coat or paint binder (tack coat) shall be applied as directed by the Engineer to areas where the prime coat or paint binder (tack coat) has been damaged. Loose or extraneous material shall be removed and no additional compensation will be allowed therefor.

39-8.03 PAVEMENT REINFORCING FABRIC

Pavement reinforcing fabric shall be placed on existing pavement to be surfaced or between layers of asphalt concrete when such work is shown on the plans, or specified in "Asphalt Concrete" in Section 10-1, of these special provisions, or ordered by the Engineer.

Before placing the pavement reinforcing fabric, a binder of paving asphalt shall be applied to the surface to receive the pavement reinforcing fabric at an approximate rate of 1.15 L per square meter of surface covered. The exact rate will be determined by the Engineer. The binder shall be applied to a width equal to the width of the fabric mat plus 75 mm on each side.

Before applying binder, large cracks, spalls, and depressions in existing pavement shall be repaired as directed by the Engineer and, if not included in the item, the repair work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The fabric shall be aligned and placed with no wrinkles that lap. The test for lapping shall be made by gathering together the fabric in a wrinkle. If the height of the doubled portion of extra fabric is 15 mm or more, the fabric shall be cut to remove the wrinkle, then lapped in the direction of paving. Lap in excess of 50 mm shall be removed. Pavement reinforcing fabric shall not be placed in areas of conform tapers where the thickness of the overlying asphalt concrete is 30 mm or less.

If manual laydown methods are used, the fabric shall be unrolled, aligned, and placed in increments of approximately 9 m.

Adjacent borders of the fabric shall be lapped 50 mm to 100 mm. The preceding roll shall be lapped 50 mm to 100 mm over the following roll in the direction of paving at ends of rolls or at a break. At fabric overlays, both the binder and the fabric shall overlap previously placed fabric by the same amount.

Seating of the fabric with rolling equipment after placing will be permitted. Turning of the paving machine and other vehicles shall be gradual and kept to a minimum to avoid damage to the fabric.

A small quantity of asphalt concrete, to be determined by the Engineer, may be spread over the fabric immediately in advance of placing asphalt concrete surfacing in order to prevent fabric from being damaged by construction equipment.

Public traffic shall not be allowed on the bare reinforcing fabric, except that public cross traffic may be allowed to cross the fabric under traffic control after the Contractor has placed a small quantity of asphalt concrete over the fabric.

Care shall be taken to avoid tracking binder material onto the pavement reinforcing fabric or distorting the fabric during seating of the fabric with rolling equipment. If necessary to protect the pavement reinforcing fabric, exposed binder material may be covered lightly with sand.

39-9 SPREADING AND COMPACTING EQUIPMENT

39-9.01 SPREADING EQUIPMENT

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a traffic lane unless otherwise approved by the Engineer. Screed action shall include cutting, crowding or other practical action that is effective on the asphalt concrete mixture without tearing, shoving or gouging and that produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The screed shall be provided with a suitable full width compacting device. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or marks are eliminated by rolling or prevented by adjustment in the operation.

When end dump haul vehicles are used, the asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded. The load of the haul vehicle shall be limited to that which will insure satisfactory spreading. While being unloaded, the haul vehicle shall be in contact with the machine and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

No portion of the mass of hauling or loading equipment, other than the connection, shall be supported by the asphalt paver. No vibrations or other motions of the loader that could have a detrimental effect on the riding quality of the completed pavement shall be transmitted to the paver.

When asphalt concrete is placed directly upon asphalt treated permeable base, the asphalt concrete shall be placed in a manner and with equipment that will not disturb or displace the asphalt treated permeable base.

39-9.02 COMPACTING EQUIPMENT

A sufficient number of rollers shall be provided to obtain the specified compaction and surface finish required by this Section 11-1. Rollers shall be sized to achieve the required results.

Rollers shall be equipped with pads and water systems that prevent sticking of the asphalt concrete mixtures to the pneumatic or steel-tired wheels. A parting agent that will not damage the asphalt concrete mixture may be used to aid in preventing the asphalt concrete mixture from sticking to the wheels.

39-10 SPREADING AND COMPACTING

39-10.01 GENERAL REQUIREMENTS

Asphalt concrete shall be handled, spread, and compacted in a manner which is in conformance with this Section 11-1, "Quality Control / Quality Assurance."

Asphalt concrete shall be placed in such a manner that cracking, shoving, and displacement will be avoided.

Type A and Type B asphalt concrete shall be placed only when the ambient temperature is above 10°C.

Asphalt concrete shall not be placed when the underlying layer or surface is frozen or not dry or when weather conditions will prevent proper handling, finishing or compaction of the mixture.

Asphalt concrete shall be spread and compacted in the layers and thicknesses indicated in the following table:

Asphalt Concrete Layers and Thickness

Total Thickness Shown on the Plans*	Number of Layers	Top Layer Thickness (Millimeters)		Next Lower Layer Thickness (Millimeters)		All Other Lower Layers Thickness (Millimeters)	
		Min.	Max.	Min.	Max.	Min.	Max.
75 mm or less	1	----	-----	----	----	----	----
76 through 89 mm	2	35	45	35	45	----	----
90 through 135 mm	2	45	60	45	75	—	—
136 mm or more	**	45	60	45	75	45	120

Notes:

*When pavement reinforcing fabric is shown to be placed between layers of asphalt concrete, the thickness of asphalt concrete above the pavement reinforcing fabric shall be considered to be the "Total Thickness Shown on the Plans" for the purpose of spreading and compacting the asphalt concrete above the pavement reinforcing fabric.

**At least 3 layers if total thickness is more than 135 mm and less than 255 mm. At least 4 layers if total thickness is 255 mm or more.

A layer shall not be placed over a layer that exceeds 75 mm in compacted thickness until the temperature of the layer being covered is less than 70°C at mid-depth unless approved by the Engineer.

Asphalt concrete to be placed on shoulders, and on other areas off the traveled way having a width of 1.50 m or more, shall be spread in the same manner as specified above.

The completed mixture shall be deposited on the roadbed at a uniform quantity per linear meter, as necessary to provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting the mixture. During transporting, spreading and compacting, petroleum products such as diesel fuel and kerosene shall not be used as a release agent on trucks, spreaders or compactors in contact with the asphalt concrete.

Segregation shall be avoided. Surfacing shall be free from pockets of coarse or fine material. Asphalt concrete containing hardened lumps shall not be used.

Longitudinal joints in the top layer of Type A or Type B asphalt concrete shall correspond with the edges of planned traffic lanes. Longitudinal joints in other layers shall be offset not less than 150 mm alternately each side of the edges of traffic lanes.

Unless otherwise provided herein or approved by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widenings, chain control lanes, turnouts, left-turn pockets, and other areas shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes is changed, the top layer for the through lanes shall be paved first. When existing pavement is to be surfaced and the specified thickness of asphalt concrete to be spread and compacted on the existing pavement is 75 mm or less, the shoulders or other adjoining areas may be spread simultaneously with the through lane provided the completed surfacing conforms to the requirement of this Section 11-1. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete until final compaction has been completed.

At those locations shown on the plans, as specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions, or as directed by the Engineer, the asphalt concrete shall be tapered or feathered to conform to existing surfacing or to other highway and non-highway facilities.

At locations where the asphalt concrete is to be placed over areas inaccessible to spreading and rolling equipment, the asphalt concrete shall be spread by practical means to obtain the specified results and shall be compacted thoroughly to the required lines, grades, and cross sections by means of pneumatic tampers or by other methods that will produce the same degree of compaction as pneumatic tampers.

39-10.02 PRODUCTION START-UP EVALUATION AND NUCLEAR DENSITY TEST STRIPS

The Contractor shall demonstrate that the proposed asphalt concrete mixture is being produced and placed on the roadway in conformance with this Section 11-1, "Quality Control / Quality Assurance." The production start-up evaluation shall demonstrate that the aggregates and asphalt concrete mixture conform to the requirements of Table 39-3, "Asphalt Concrete Mixture Requirements," and of Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 when produced using the plant proposed for this project. The nuclear density test strip serves to provide the Contractor with a location to develop a correlation between cores taken from the test strip and the Contractor's and Engineer's nuclear density gage readings taken from the same locations on the test strip and for the Contractor to demonstrate the ability to achieve a minimum of 96 percent relative compaction.

Production start-up evaluation and the nuclear density test strip may be constructed separately or at the same time to serve both purposes. Asphalt concrete used in the nuclear density test strip shall be representative of the asphalt concrete that shall be placed in the project.

Should the test results or testing program fail to meet these criteria, production will be suspended and the Contractor shall resolve the problem in conformance with the provisions in Section 39-6, "Dispute Resolution," of this Section 11-1.

Attention is directed to longitudinal and transverse construction joint requirements specified in "Asphalt Concrete" in Section 10-1, "General," of these special provisions.

Test data used for the production start up evaluation and the nuclear gage test strips shall not be included with the test data used for acceptance of the work in conformance with the provisions in Section 39-11, "Acceptance of Work," of this Section 11-1.

A production start-up evaluation and a nuclear density test strip shall be used when production of asphalt concrete has been resumed following a suspension of production due to unsatisfactory material quality as specified in Section 39-4.04, "Contractor Process Control," Section 39-4.05, "Contractor Quality Control," and Section 39-11.02A, "General" of this Section 11-1.

39-10.02A Production Start-Up Evaluation

Before or on the first day of asphalt concrete production, the Contractor shall produce a trial quantity of between 250 tonnes and 500 tonnes of asphalt concrete to demonstrate that asphalt concrete produced for this project conforms to the quality characteristics of this Section 11-1. The location of the production start-up evaluation shall be approved by the Engineer.

Asphalt concrete shall be produced by production procedures intended for the entire project. Production of asphalt concrete shall stop after placement of the trial quantity of asphalt concrete. Asphalt concrete production and placement may resume after the quality characteristics of the asphalt concrete mixture have been tested and found to be in conformance with the quality requirements of this Section 11-1.

The Contractor shall randomly obtain 3 aggregate samples from the plant and 3 asphalt concrete mixture samples from the mat behind the paver. Each sample from the plant shall be split into 4 portions; each sample from the mat shall be split into 4 portions. One portion of each sample shall be tested by the Contractor and one portion of each sample shall be provided to the Engineer for testing. The remaining portions shall be delivered to the Engineer and stored for dispute resolution should the test results not conform to this Section 11-1. The Contractor and the Engineer shall evaluate the samples for conformance to the requirements for sand equivalent, stability, percent air voids, and the quality characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. The percent air voids of the asphalt concrete mixture shall be within ± 1.0 percent of the percent air voids designated in the Contractor's mix design.

The trial quantity of asphalt concrete will be accepted if:

- A. Not more than 3 of the test results from the combined 6 test results from the Contractor's and Engineer's samples for quality characteristics indexed 2, 3, 4, and 5 in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are outside the specified limits.
- B. Not more than one of the test results from the combined 6 test results from the Contractor's and the Engineer's samples for sand equivalent, stability, percent air voids or critical start-up characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are outside the specified limits.

If the test results from the combined 6 test results fail to meet the conditions above, corrective action shall be taken, and a new trial quantity of asphalt concrete shall be placed and evaluated in conformance with the provisions in this section to demonstrate conformance. If the test results from the combined 6 test results fail to meet the requirements above, then the trial quantity of asphalt concrete will be rejected.

The testing program will be considered adequate only if the average of the Contractor's test results and the average of the Engineer's test results for sand equivalent, stability, percent air voids, and the quality characteristics designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 are within the allowable testing difference designated in Table 39-6, "Allowable Testing Difference," of this Section 11-1.

The Contractor shall not proceed to regular production until the requirements of this Section 39-10.02A, "Production Start-Up Evaluation" have been met. At the request of the Contractor, the Engineer may elect to leave the asphalt concrete which does not meet the requirements of this Section 39-10.02A in place if mitigation at the Contractor's expense can be agreed to. If this quantity of asphalt concrete is left in place, the Contractor will be paid 75 percent of the contract price paid per tonne for asphalt concrete.

The Contractor shall establish a correlation factor for stability of cured versus uncured briquettes. From a single split sample of asphalt concrete, 6 briquettes shall be fabricated. Three of the 6 briquettes shall be cured for 15 hours in conformance with the requirements of California Test 366 and 3 briquettes shall not be cured. The difference between the average stability value determined for the cured and the uncured specimens shall be considered the correlation factor, and shall be applied to stability values determined on uncured samples throughout the life of the project. The correlation factor may range from zero to 4. If the correlation factor is less than zero, a factor of zero shall be applied. If the factor is greater than 4, the correlation factor shall be approved by the Engineer.

39-10.02B Nuclear Density Test Strip

On the first day of placement of each layer of asphalt concrete the Contractor shall place a test strip in conformance with the requirements of California Test 375. The purpose of the test strip is to determine a correlation between cores taken from the test strip and the nuclear density gage readings taken at the core locations and to demonstrate that the asphalt concrete can be placed and compacted to the standards of this Section 11-1, "Quality Control / Quality Assurance." Asphalt concrete used in the nuclear density test strip shall be representative of the asphalt concrete that shall be placed in the project. The location for the nuclear density test strip shall be approved by the Engineer.

The Contractor shall place nuclear density test strips until conditions of the test method and this Section 11-1 have been met. The requirements of this section and the test method shall apply for the correlation of each gage that is used to determine relative compaction for this project. Relative compaction results will not be accepted if they have been determined using a nuclear gage that has not been correlated using a test strip.

Asphalt concrete in test strips may be left in place under the following conditions:

- A. If the relative compaction for the test strip is determined to be 96 percent or greater, the Contractor will be paid at the contract price per tonne of asphalt concrete.

- B. If the relative compaction for the test strip is determined to be less than 96 percent but greater than 93 percent, the Contractor will be paid at 75 percent of the contract price per tonne of asphalt concrete. A new test strip will be required, and mitigation measures shall be at Contractor's expense.

Asphalt concrete in test strips will be rejected when the relative compaction for the test strip is below 93 percent. Production and placement shall not begin until the Contractor has demonstrated the ability to achieve 96 percent relative compaction in conformance with this Section 11-1.

39-10.03 SPREADING

Layers shall be spread with an asphalt paver, unless otherwise specified or approved by the Engineer. Asphalt pavers shall be operated in such a manner as to insure continuous and uniform movement of the paver.

In advance of spreading asphalt concrete over an existing base, surfacing or bridge deck, if there is a contract item for asphalt concrete (leveling) or if ordered by the Engineer, asphalt concrete shall be spread by mechanical means that will produce a uniform smoothness and texture. Asphalt concrete (leveling) shall include, but not be limited to, the filling and leveling of irregularities and ruts. Asphalt concrete used to change the cross slope or profile of an existing surface shall not be considered as asphalt concrete (leveling).

Paint binder (tack coat) shall be applied to each layer in advance of spreading the next layer.

Before placing the top layer adjacent to cold transverse construction joints, the joints shall be trimmed to a vertical face on a neat line. Transverse joints shall be tested with a 3.6-m \pm 0.06-m straightedge and shall be cut back for surface smoothness as required in conformance with Section 39-10.04, "Compacting," of this Section 11-1. Connections to existing surfacing shall be feathered to conform to the requirements for smoothness. Longitudinal joints shall be trimmed to a vertical face and on a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such a condition that the quality of the completed joint will be affected.

39-10.04 COMPACTING

Compacting equipment shall conform to the provisions in Section 39-9.02, "Compacting Equipment," of this Section 11-1, "Quality Control / Quality Assurance."

Rolling shall commence at the lower edge and shall progress toward the highest portion. When compacting layers that exceed 75 mm in compacted thickness, rolling shall commence at the center and shall progress outwards.

Asphalt concrete shall be compacted to a relative compaction of not less than 96 percent and shall be finished to the lines, grades, and cross sections shown on the plans. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic. No rolling will be permitted after the asphalt concrete temperature is below 60°C.

Asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips shall be compacted by a method approved by the Engineer.

Relative compaction shall be determined in conformance with the requirements of California Test 375 except that only a nuclear gauge with thin lift capability shall be used for asphalt concrete layer of 30 mm to 59 mm in thickness. Laboratory specimens shall be compacted in conformance with the requirements of California Test 304. Test locations will be established for asphalt concrete areas to be tested, as specified in California Test 375. If the Contractor compacts the asphalt concrete in any form or quantity after sites for testing have been chosen in conformance with the requirements of California Test 375 or after California Test 375 has begun, the quality control tester shall choose a new set of random numbers for locating test sites.

Upon completion of rolling operations, if ordered by the Engineer, the asphalt concrete shall be cooled by applying water. Applying water shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other suitable means. The use of equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued.

When a straightedge 3.6 m \pm 0.06 m long is laid on the finished surface and parallel with the centerline, the surface shall not vary more than 3-mm from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 6 mm are present when tested with a straightedge 3.6 m \pm 0.06-m long in a direction transverse to the centerline and extending from edge to edge of a 3.6-m traffic lane.

Pavement within 15 m of a structure or approach slab shall conform to the smoothness tolerances specified in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications.

39-11 ACCEPTANCE OF WORK

39-11.01 GENERAL

The Engineer shall select the procedure used to determine the quantities of asphalt concrete for acceptance and payment determination in conformance with the provisions of this Section 11-1, "Quality Control / Quality Assurance."

Quality control test results that have been verified shall form the basis for statistical evaluation of the work in conformance with Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1. The quality requirements on which statistical evaluation will be based are specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1.

Work determined to be in conformance with the provisions of this Section 11-1 will be accepted and paid for at the contract price per tonne for asphalt concrete and may be subject to compensation adjustment in conformance with Section 39-11.02C, "Pay Factor Determination and Compensation Adjustment," of this Section 11-1.

Work that is not in compliance with the provisions of this Section 11-1 may be rejected by the Engineer and shall be removed and replaced at the Contractor's expense.

When there are fewer than 5 verified quality control tests, the work will be accepted or rejected based on whether the individual test results meet the quality requirements specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Section 39-11.02, "Statistical Evaluation and Pay Factor Determination," of this Section 11-1 shall not apply.

Aggregates, asphalt binder, and asphalt concrete mixtures that do not conform to this Section 11-1 shall not be used.

The Engineer may reject a quantity of material that is determined to be defective based on visual inspection or noncompliance with the provisions of this Section 11-1.

39-11.02 STATISTICAL EVALUATION AND DETERMINATION OF PAY FACTOR

Statistical evaluation of the work shall be used to verify the Contractor's quality control test results to determine compliance with this Section 11-1, "Quality Control / Quality Assurance."

39-11.02A General

The quality characteristics to be evaluated and the specification limits are specified in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. Asphalt content, aggregate gradation (600- μ m and 75- μ m sieves), and relative compaction shall be considered for purposes of this Section 11-1 to be critical quality characteristics.

A lot represents the total quantity of asphalt concrete placed. More than one lot will occur if changes in the target values, material sources or mix design are requested by the Contractor and made in conformance with this Section 11-1 or if production of asphalt concrete is suspended due to unsatisfactory performance. However, asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not to be included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips shall be considered as a separate lot from other asphalt concrete. In addition, a new lot may be designated by the Engineer if the production and placement have been suspended for longer than 30 days due to seasonal suspension of phases of work.

A minimum of 5 samples shall be required to perform a statistical evaluation. The maximum obtainable pay factor with the 5 samples shall be 1.01. A minimum of 8 samples shall be required to obtain a pay factor of 1.05. If the sampling frequencies and quantity of work would otherwise result in fewer than 8 samples, the Contractor may submit a written request to increase the sampling frequency to provide a minimum of 8 samples. The request shall be included in the Quality Control Plan.

The lot will be accepted and a final pay factor determined when the Contractor's sampling, inspection, and test results are completed, have been submitted and evaluated, and the Engineer has visually inspected the pavement. Quality control test results shall be verified using the *t*-test in conformance with the provisions of Section 39-5.03, "Verification," of this Section 11-1 before the results will be used in considering the acceptance of asphalt concrete.

If the current composite pay factor of a lot is greater than 0.90, the lot will be accepted, provided the lowest single pay factor is not within the reject portion of Table 39-8, "Pay Factors," of this Section 11-1. If the lowest single pay factor is within the reject portion of Table 39-8, "Pay Factors," of this Section 11-1, the lot will be rejected. Rejected asphalt concrete shall be removed from the project site at the Contractor's expense.

If the current composite pay factor of a lot is less than 0.90, production of asphalt concrete shall be terminated and corrective action taken. Upon approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in conformance with this Section 11-1. Production of asphalt concrete shall not start until the Engineer has received test results confirming conformance with this Section 11-1. A new lot will be established when production resumes.

If a pay factor for a critical quality characteristic designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1 is less than 0.90 for the lot or is within the rejection range for the last 5 tests, production of asphalt concrete shall be terminated and corrective action taken. Upon approval of the Engineer, up to 1000 tonnes of asphalt concrete may be placed to demonstrate that the asphalt concrete is once again in conformance with this Section 11-1. Production of asphalt concrete shall not start until the Engineer has received test results confirming conformance with this Section 11-1. A new lot will be established when production resumes.

Defective asphalt concrete may be voluntarily removed and replaced with new asphalt concrete to avoid a low pay factor. New material will be sampled, tested, and evaluated in conformance with this Section 11-1.

39-11.02B Statistical Evaluation

The Variability-Unknown/Standard Deviation Method will be used to determine the estimated percentage of the lot that is outside specification limits. The number of significant figures used in the calculations will be in conformance with the requirements of AASHTO Designation R-11, Absolute Method.

The estimated percentage of work that is outside of the specification limits for each quality characteristic will be determined as follows:

1. Calculate the arithmetic mean (\bar{X}) of the test values;

$$\bar{X} = \frac{\sum x}{n}$$

where:

- $\sum x$ = summation of individual test values
- n = total number of test values

2. Calculate the standard deviation (s);

$$s = \sqrt{\frac{\sum (x^2) - (\sum x)^2}{n(n-1)}}$$

where:

- $\sum (x^2)$ = summation of the squares of individual test values
- $(\sum x)^2$ = summation of the individual test values squared
- n = total number of test values

3. Calculate the upper quality index (Q_u);

$$Q_u = \frac{USL - \bar{X}}{s}$$

where:

- USL = upper specification limit
- s = standard deviation
- \bar{X} = arithmetic mean

(Note: The USL is equal to the upper specification limit or the target value plus the production tolerance.)

4. Calculate the lower quality index (Q_L);

$$Q_L = \frac{\bar{X} - LSL}{s}$$

where:

- LSL = lower specification limit or target value minus production tolerance
- s = standard deviation

\bar{X} = arithmetic mean

- From Table 39-7, "Estimated Percent of Work Outside Specification Limits," of this Section 11-1, determine P_U ;

where:

P_U = the estimated percentage of work outside the USL.
($P_U = 0$, when USL is not specified.)

- From Table 39-7, "Estimated Percent of Work Outside Specification Limits," of this Section 11-1, determine P_L ;

where:

P_L = the estimated percentage of work outside the LSL.
($P_L = 0$, when LSL is not specified.)

- Calculate the total estimated percentage of work outside the USL and LSL, Percent Defective;

Percent Defective = $P_U + P_L$

where:

P_U = the estimated percentage of work outside the USL
 P_L = the estimated percentage of work outside the LSL

- Repeat Steps 1 through 7 for each quality characteristic listed for acceptance.

39-11.02C Pay Factor Determination and Compensation Adjustment

The pay factor and compensation adjustment for a lot will be determined as follows:

- From Table 39-8, "Pay Factors," of this Section 11-1, determine the pay factor for each quality characteristic, (PF_{QC}), using the total number of test result values and the total estimated percentage outside the specification limits ($P_U + P_L$) from Step 7 in Section 39-11.02B, "Statistical Evaluation," of this Section 11-1.
- The pay factor for the lot is a composite of single pay factors determined for each quality characteristic designated in Table 39-9, "Minimum Quality Control Requirements," of this Section 11-1. The following formula is used:

$$PF_C = \sum_{i=1}^8 w_i PF_{QC_i}$$

where:

PF_C = the composite pay factor for the lot,
 PF_{QC} = the pay factor for the individual quality characteristic,
 w = the weighting factor listed in Table 39-9, and
 i = the quality characteristic index number in Table 39-9.

- Payment to the Contractor for the lot of asphalt concrete will be subject to a compensation adjustment. The Compensation Adjustment Factor (CAF) will be determined as follows:

$$CAF = PF_C - 1$$

- The amount of the compensation adjustment will be calculated as the product of:
 - the Compensation Adjustment Factor (CAF)
 - the total tonnes represented in the lot, and
 - the contract price paid per tonne for the item of asphalt concrete involved.

If the compensation adjustment is a negative value, the compensation adjustment will be deducted from moneys due, or that may become due, the Contractor under the contract. If the compensation adjustment is a positive value, the compensation adjustment will be added to moneys due, or that may become due, the Contractor under the contract.

Table 39-7.—ESTIMATED PERCENT OF WORK OUTSIDE SPECIFICATION LIMITS

P_U and/or P_L	Sample Size (n)						
	5	6	7	8	9	10 - 11	12 - 14
	Upper Quality Index Q_U or Lower Quality Index Q_L						
0	1.72	1.88	1.99	2.07	2.13	2.20	2.28
1	1.64	1.75	1.82	1.88	1.91	1.96	2.01
2	1.58	1.66	1.72	1.75	1.78	1.81	1.84
3	1.52	1.59	1.63	1.66	1.68	1.71	1.73
4	1.47	1.52	1.56	1.58	1.60	1.62	1.64
5	1.42	1.47	1.49	1.51	1.52	1.54	1.55
6	1.38	1.41	1.43	1.45	1.46	1.47	1.48
7	1.33	1.36	1.38	1.39	1.40	1.41	1.41
8	1.29	1.31	1.33	1.33	1.34	1.35	1.35
9	1.25	1.27	1.28	1.28	1.29	1.29	1.30
10	1.21	1.23	1.23	1.24	1.24	1.24	1.25
11	1.18	1.18	1.19	1.19	1.19	1.19	1.20
12	1.14	1.14	1.15	1.15	1.15	1.15	1.15
13	1.10	1.10	1.10	1.10	1.10	1.10	1.11
14	1.07	1.07	1.07	1.06	1.06	1.06	1.06
15	1.03	1.03	1.03	1.03	1.02	1.02	1.02
16	1.00	0.99	0.99	0.99	0.99	0.98	0.98
17	0.97	0.96	0.95	0.95	0.95	0.95	0.94
18	0.93	0.92	0.92	0.92	0.91	0.91	0.91
19	0.90	0.89	0.88	0.88	0.88	0.87	0.87
20	0.87	0.86	0.85	0.85	0.84	0.84	0.84
21	0.84	0.82	0.82	0.81	0.81	0.81	0.80
22	0.81	0.79	0.79	0.78	0.78	0.77	0.77
23	0.77	0.76	0.75	0.75	0.74	0.74	0.74
24	0.74	0.73	0.72	0.72	0.71	0.71	0.70
25	0.71	0.70	0.69	0.69	0.68	0.68	0.67
26	0.68	0.67	0.67	0.65	0.65	0.65	0.64
27	0.65	0.64	0.63	0.62	0.62	0.62	0.61
28	0.62	0.61	0.60	0.59	0.59	0.59	0.58
29	0.59	0.58	0.57	0.57	0.56	0.56	0.55
30	0.56	0.55	0.54	0.54	0.53	0.53	0.52
31	0.53	0.52	0.51	0.51	0.50	0.50	0.50
32	0.50	0.49	0.48	0.48	0.48	0.47	0.47
33	0.47	0.48	0.45	0.45	0.45	0.44	0.44
34	0.45	0.43	0.43	0.42	0.42	0.42	0.41
35	0.42	0.40	0.40	0.39	0.39	0.39	0.38
36	0.39	0.38	0.37	0.37	0.36	0.36	0.36
37	0.36	0.35	0.34	0.34	0.34	0.33	0.33
38	0.33	0.32	0.32	0.31	0.31	0.31	0.30
39	0.30	0.30	0.29	0.28	0.28	0.28	0.28
40	0.28	0.25	0.25	0.25	0.25	0.25	0.25
41	0.25	0.23	0.23	0.23	0.23	0.23	0.23
42	0.23	0.20	0.20	0.20	0.20	0.20	0.20
43	0.18	0.18	0.18	0.18	0.18	0.18	0.18
44	0.16	0.15	0.15	0.15	0.15	0.15	0.15
45	0.13	0.13	0.13	0.13	0.13	0.13	0.13
46	0.10	0.10	0.10	0.10	0.10	0.10	0.10
47	0.08	0.08	0.08	0.08	0.08	0.08	0.08
48	0.05	0.05	0.05	0.05	0.05	0.05	0.05
49	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00

(Table continued next page)

Table 39-7.—ESTIMATED PERCENT OF WORK OUTSIDE SPECIFICATION LIMITS

P _U and/or P _L	Sample Size (n)					
	15 to 17	18 - 22	23 - 29	30 - 42	43 - 66	> 66
	Upper Quality Index Q _U or Lower Quality Index Q _L					
0	2.34	2.39	2.44	2.48	2.51	2.56
1	2.04	2.07	2.09	2.12	2.14	2.16
2	1.87	1.89	1.91	1.93	1.94	1.95
3	1.75	1.76	1.78	1.79	1.80	1.81
4	1.65	1.66	1.67	1.68	1.69	1.70
5	1.56	1.57	1.58	1.59	1.59	1.60
6	1.49	1.50	1.50	1.51	1.51	1.52
7	1.42	1.43	1.43	1.44	1.44	1.44
8	1.36	1.36	1.37	1.37	1.37	1.38
9	1.30	1.30	1.31	1.31	1.31	1.31
10	1.25	1.25	1.25	1.25	1.26	1.26
11	1.20	1.20	1.20	1.20	1.20	1.20
12	1.15	1.15	1.15	1.15	1.15	1.15
13	1.11	1.11	1.11	1.11	1.11	1.11
14	1.06	1.06	1.06	1.06	1.06	1.06
15	1.02	1.02	1.02	1.02	1.02	1.02
16	0.98	0.98	0.98	0.98	0.98	0.98
17	0.94	0.94	0.94	0.94	0.94	0.94
18	0.91	0.90	0.90	0.90	0.90	0.90
19	0.87	0.87	0.87	0.87	0.87	0.87
20	0.83	0.83	0.83	0.83	0.83	0.83
21	0.80	0.80	0.80	0.80	0.80	0.79
22	0.77	0.76	0.76	0.76	0.76	0.76
23	0.73	0.73	0.73	0.73	0.73	0.73
24	0.70	0.70	0.70	0.70	0.70	0.70
25	0.67	0.67	0.67	0.67	0.67	0.66
26	0.64	0.64	0.64	0.64	0.64	0.63
27	0.61	0.61	0.61	0.61	0.61	0.60
28	0.58	0.58	0.58	0.58	0.58	0.57
29	0.55	0.55	0.55	0.55	0.55	0.54
30	0.52	0.52	0.52	0.52	0.52	0.52
31	0.49	0.49	0.49	0.49	0.49	0.49
32	0.47	0.46	0.46	0.46	0.46	0.46
33	0.44	0.44	0.43	0.43	0.43	0.43
34	0.41	0.41	0.41	0.41	0.41	0.40
35	0.38	0.38	0.38	0.38	0.38	0.38
36	0.36	0.36	0.36	0.36	0.36	0.36
37	0.33	0.33	0.33	0.33	0.33	0.32
38	0.30	0.30	0.30	0.30	0.30	0.30
39	0.28	0.28	0.28	0.28	0.28	0.28
40	0.25	0.25	0.25	0.25	0.25	0.25
41	0.23	0.23	0.23	0.23	0.23	0.23
42	0.20	0.20	0.20	0.20	0.20	0.20
43	0.18	0.18	0.18	0.18	0.18	0.18
44	0.15	0.15	0.15	0.15	0.15	0.15
45	0.13	0.13	0.13	0.13	0.13	0.13
46	0.10	0.10	0.10	0.10	0.10	0.10
47	0.08	0.08	0.08	0.08	0.08	0.08
48	0.05	0.05	0.05	0.05	0.05	0.05
49	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00

Notes:

1. If the value of Q_U or Q_L does not correspond to a value in the table, use the next lower value.
2. If Q_U or Q_L are negative values, P_U or P_L is equal to 100 minus the table value for P_U or P_L.

Table 39-8.—PAY FACTOR

Pay Factor	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	> 66
	Maximum Allowable Percent of Work Outside Specification Limits for A Given Pay Factor ($P_U + P_L$)												
1.05				0	0	0	0	0	0	0	0	0	0
1.04			0	1	3	5	4	4	4	3	3	3	3
1.03		0	2	4	6	8	7	7	6	5	5	4	4
1.02		1	3	6	9	11	10	9	8	7	7	6	6
1.01	0	2	5	8	11	13	12	11	10	9	8	8	7
1.00	22	20	18	17	16	15	14	13	12	11	10	9	8
0.99	24	22	20	19	18	17	16	15	14	13	11	10	9
0.98	26	24	22	21	20	19	18	16	15	14	13	12	10
0.97	28	26	24	23	22	21	19	18	17	16	14	13	12
0.96	30	28	26	25	24	22	21	19	18	17	16	14	13
0.95	32	29	28	26	25	24	22	21	20	18	17	16	14
0.94	33	31	29	28	27	25	24	22	21	20	18	17	15
0.93	35	33	31	29	28	27	25	24	22	21	20	18	16
0.92	37	34	32	31	30	28	27	25	24	22	21	19	18
0.91	38	36	34	32	31	30	28	26	25	24	22	21	19
0.90	39	37	35	34	33	31	29	28	26	25	23	22	20
0.89	41	38	37	35	34	32	31	29	28	26	25	23	21
0.88	42	40	38	36	35	34	32	30	29	27	26	24	22
0.87	43	41	39	38	37	35	33	32	30	29	27	25	23
0.86	45	42	41	39	38	36	34	33	31	30	28	26	24
0.85	46	44	42	40	39	38	36	34	33	31	29	28	25
0.84	47	45	43	42	40	39	37	35	34	32	30	29	27
0.83	49	46	44	43	42	40	38	36	35	33	31	30	28
0.82	50	47	46	44	43	41	39	38	36	34	33	31	29
0.81	51	49	47	45	44	42	41	39	37	36	34	32	30
0.80	52	50	48	46	45	44	42	40	38	37	35	33	31
0.79	54	51	49	48	46	45	43	41	39	38	36	34	32
0.78	55	52	50	49	48	46	44	42	41	39	37	35	33
0.77	56	54	52	50	49	47	45	43	42	40	38	36	34
0.76	57	55	53	51	50	48	46	44	43	41	39	37	35
0.75	58	56	54	52	51	49	47	46	44	42	40	38	36
Reject	60	57	55	53	52	51	48	47	45	43	41	40	37
	61	58	56	55	53	52	50	48	46	44	43	41	38
	62	59	57	56	54	53	51	49	47	45	44	42	39
	63	61	58	57	55	54	52	50	48	47	45	43	40
	64	62	60	58	57	55	53	51	49	48	46	44	41

Reject Values Greater Than Those Shown Above

Notes:

1. To obtain a pay factor when the estimated percent outside specification limits from Table 39-7, "Estimated Percent of Work Outside Specification Limits," does not correspond to a value in the table, use the next larger value.
2. The maximum obtainable pay factor is 1.05 (with a minimum of 8 test values).

Table 39-9.—MINIMUM QUALITY CONTROL REQUIREMENTS

Index (i)	Quality Characteristic	Specification Limits	Weighting Factor (w)	California Test	Minimum Sampling and Testing Frequency	Point of Sampling
1	Asphalt Content ^{2,3}	TV ± 0.5%	0.30	379 or 382	One sample per 500 tonnes or part thereof Not less than one sample per day	Mat behind paver
2	Gradation 19 or 12.5 mm ⁴	TV ± 5	0.01	202	One sample per 500 tonnes or part thereof	Batch Plant - from hot bins
3	9.5 mm	TV ± 6	0.01		Not less than one sample per day	Drum Plant - from cold feed
4	4.75 mm	TV ± 7	0.05			
5	2.36 mm	TV ± 5	0.05			
6	600 µm ^{2,3}	TV ± 4	0.08			
7	75 µm ²	TV ± 2	0.10			
8	Relative Compaction ²	96%	0.40	375 ⁵	One sample per 500 tonnes or part thereof Not less than one test per day	Finished mat after final rolling
	Test Maximum Density			375	Per Test Method	Mat behind the paver
9	Mix Moisture Content	1%		370	One sample per 1000 tonnes or part thereof Not less than one sample per day	
	Asphalt and Mix Temperature	120°C to 190°C (Asphalt) 165°C (Mix)			Continuous using an automated recording device	Plant

Notes:

1. TV = Target Value from Contractor's proposed mix design.
2. Depending on aggregate gradation specified.
3. Quality characteristics 1, 6, 7, and 8 are defined as critical quality characteristics in the verification testing process.
4. Quality characteristics 1, 6, and 7 are defined as critical start-up characteristics in the Production Start-Up Evaluation.
5. California Test 375, Part 3, Section B, "Testing Frequency," is revised to change 450 tonnes to 500 tonnes and 45 tonnes to 50 tonnes.

39-12 MEASUREMENT AND PAYMENT

39-12.01 MEASUREMENT

Asphalt concrete will be measured by mass. The quantity to be paid for will be the combined mass of the mixture for the various types of asphalt concrete, as designated in the Engineer's Estimate.

The mass of the materials will be determined in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Quantities of paving asphalt, liquid asphalt, and asphaltic emulsion to be paid for as contract items of work will be determined in conformance with the methods provided in Section 92, "Asphalts," Section 93, "Liquid Asphalts," or Section 94, "Asphaltic Emulsions," of the Standard Specifications, as the case may be.

When recorded batch masses are printed automatically, these masses may be used for determining pay quantities provided the following requirements are complied with:

- A. Total aggregate and supplemental fine aggregate mass per batch shall be printed. When supplemental fine aggregate is weighed cumulatively with the aggregate, the total batch mass of aggregate shall include the supplemental fine aggregate.
- B. The total bitumen mass per batch shall be printed.
- C. Zero-tolerance mass shall be printed prior to weighing the first batch and after weighing the last batch of each truckload.
- D. The time, date, mix number, load number, and truck identification shall be correlated with the load slip.
- E. A copy of the recorded batch masses shall be certified by a licensed weighmaster and submitted to the Engineer.

Pavement reinforcing fabric will be measured and paid for by the square meter for the actual pavement area covered.

39-12.02 PAYMENT

Asphalt concrete placed in the work, unless otherwise specified, will be paid for at the contract price per tonne for asphalt concrete of the types designated in the Engineer's Estimate.

Compensation adjustment for asphalt concrete will be in conformance with Section 39-11.02C, "Pay Factor Determination and Compensation Adjustment," of this Section 11-1, "Quality Control / Quality Assurance."

When there is a contract item for asphalt concrete (leveling), quantities of asphalt concrete placed for leveling will be paid for at the contract price per tonne for asphalt concrete (leveling). When there is no contract item for asphalt concrete (leveling), and leveling is ordered by the Engineer, asphalt concrete so used will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

For asphalt concrete placed in dig outs, as a leveling course, for slope correction, for detours not included in the finished roadway prism, in areas where in the judgment of the Engineer compaction or compaction measurement by conventional methods is impeded or on the uppermost lift of shoulders with rumble strips the relative compaction provisions of Section 39-11.02, "Statistical Evaluation and Determination of Pay Factor," of this Section 11-1, shall not apply. In the computation of the composite pay factor (PF_C) for the lot composed of this asphalt concrete, an individual pay factor of 1.0 for the relative compaction (PF_{QC8}) shall be used.

Full compensation for the Contractor's Quality Control Plan, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing, implementing, modifying, and fulfilling the requirements of the Quality Control Plan shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for Contractor sampling, testing, inspection, testing facilities, and preparation and submission of results shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Quantities of pavement reinforcing fabric placed and paving asphalt applied as a binder for the pavement reinforcing fabric will be paid for at the contract price per square meter for pavement reinforcing fabric and per tonne for paving asphalt (binder-pavement reinforcing fabric). Full compensation for furnishing and spreading sand to cover exposed binder material, if necessary, shall be considered as included in the contract price paid per tonne for paving asphalt (binder-pavement reinforcing fabric) and no separate payment will be made therefor.

Small quantities of asphalt concrete placed on pavement reinforcing fabric to prevent the fabric from being displaced by construction equipment or to allow public traffic to cross over the fabric shall be considered as part of the layer of asphalt concrete to be placed over the fabric and will be measured and paid for by the tonne as asphalt concrete of the types designated in the Engineer's Estimate.

When there is a contract item for liquid asphalt (prime coat), the quantity of prime coat will be paid for at the contract price per tonne for the designated grade of liquid asphalt (prime coat). When there is no contract item for liquid asphalt (prime coat) and the special provisions require the application of a prime coat, full compensation for furnishing and applying the prime coat shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no separate payment will be made therefor.

When there is a contract item for asphaltic emulsion (paint binder), the quantity of asphaltic emulsion or paving asphalt used as paint binder (tack coat) will be paid for at the contract price per tonne for asphaltic emulsion (paint binder). When there is no contract item for asphaltic emulsion (paint binder), full compensation for furnishing and applying paint binder (tack coat) shall be considered as included in the contract price paid per tonne for asphalt concrete of the types designated in the Engineer's Estimate and no separate payment will be made therefor.

Fog seal coat will be paid for as provided in Section 37-1, "Seal Coats," of the Standard Specifications.

No adjustment of compensation will be made for an increase or decrease in the quantities of paint binder (tack coat) or fog seal coat required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the items of paint binder or fog seal coat.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete, complete in place, as shown on the plans, as specified in this Section 11-1, "Quality Control / Quality Assurance," and "Asphalt Concrete" in Section 10-1, "General," of these special provisions, and as directed by the Engineer.

SECTION 11-2. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

(1) Estimating _____

(2). Marketing and sales _____

(3). Hiring and firing of management personnel _____

(4) Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 - (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which

he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased

from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the

following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection

with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	Redding, CA: Non-SMSA Counties CA Lassen; CA Modoc;CA Plumas;CA Shasta; CA Siskiyou; CA Tehama.	6.8
175	Eureka, CA Non-SMSA Counties CA Del Norte; CA Humboldt; CA Trinity.	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey. 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo. 7400 San Jose, CA CA Santa Clara. 7485 Santa Cruz, CA. CA Santa Cruz. 7500 Santa Rosa, CA CA Sonoma. 8720 Vallejo-Fairfield- Napa, CA CA Napa; CA Solano Non-SMSA Counties CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo. Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus. 8120 Stockton, CA CA San Joaquin. Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa;CA Merced; CA Tuolumne.	12.3 24.3 19.8

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.