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STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
AND**

SPECIAL PROVISIONS

**FOR CONSTRUCTION ON STATE HIGHWAY IN
SAN BERNARDINO COUNTY FROM 8.2 km NORTH OF HALLORAN SUMMIT**

OVERCROSSING TO 0.1 km SOUTH OF CIMA ROAD OVERCROSSING

DISTRICT 08, ROUTE 15

**For Use in Connection with Standard Specifications Dated JULY 1995, Standard Plans Dated JULY 1997, and Labor
Surcharge and Equipment Rental Rates.**

CONTRACT NO. 08-406804

08-SBd-15-258.1/261.8

Federal Aid Project

***ACIM-015-3(037)264N**

Bids Open: February 1, 2001
Dated: December 4, 2000

OSD

IMPORTANT SPECIAL NOTICES

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

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

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

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

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

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

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

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

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

- **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
RSP A77A	<i>Metal Beam Guard Railing - Wood Posts and Wood Blocks</i>
RSP A77B	<i>Metal Beam Guard Railing - Standard Hardware</i>
RSP A77C	<i>Metal Beam Guard Railing - Wood Posts and Wood Blocks</i>
RSP A77D	<i>Guard Railing Typical Layouts</i>
RSP A77E	<i>Guard Railing Typical Layouts</i>
RSP A77F	<i>Metal Beam Guard Railing - Typical Embankment Widening for End Treatments</i>
NSP A77FA	<i>Metal Beam Guard Railing - Typical Line Post Installations</i>
RSP A77G	<i>Guard Railing End Anchor (Breakaway, Type B)</i>
A77H	Guard Railing End Anchors - Breakaway Hardware
A77I	Barrier and Guard Railing End Anchors
RSP A77J	<i>Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments</i>
RSP A77K	<i>Guard Railing Connections to Bridge Sidewalks and Curbs</i>
NSP A77L	<i>Guard Railing and Barrier Railing End Treatment</i>
NSP A77M	<i>Guard Railing and Barrier Railing End Treatment</i>
NSP A77N	<i>Guard Railing and Barrier Railing End Treatment</i>
A86	Barbed Wire and Wire Mesh Fences
A87	Curbs, Dikes and Driveways
D90	Pipe Culvert Headwalls, Endwalls and Wingwalls - Types A, B and C
D97A	Corrugated Metal Pipe - Coupling Details No. 1, Annular Coupling Band Bar and Strap and Angle Connectors
D97B	Corrugated Metal Pipe - Coupling Details No. 2, Hat Band Coupler and Flange Details
D97C	Corrugated Metal Pipe - Coupling Details No. 3, Helical and Universal Couplers
D97D	Corrugated Metal Pipe - Coupling Details No. 4, Hugger Coupling Bands
D97E	Corrugated Metal Pipe - Coupling Details No. 5, Standard Joint
D97F	Corrugated Metal Pipe - Coupling Details No. 6, Positive Joint
D97G	Corrugated Metal Pipe - Coupling Details No. 7, Positive Joints and Downdrains
NSP T1A	<i>Temporary Crash Cushion, Sand Filled (Unidirectional)</i>
NSP T1B	<i>Temporary Crash Cushion, Sand Filled (Bidirectional)</i>
RSP T2	<i>Temporary Crash Cushion, Sand Filled (Shoulder Installations)</i>
T3	Temporary Railing (Type K)
T10A	Traffic Control System for Lane and Complete Closures On Freeways and Expressways
T14	Traffic Control System for Ramp Closures
B0-1	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details
RSP B3-1	<i>Retaining Wall Type 1 - H = 1200 through 9100 mm</i>
RSP B3-8	<i>Retaining Wall Details No. 1</i>
B6-21	Joint Seals (Maximum Movement Rating = 50 mm)
B7-5	Deck Drains
B11-47	Cable Railing

B11-53	Concrete Barrier Type 25
B13-1	Slope Protection Details
RS1	Roadside Signs - Typical Installation Details No. 1
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-13	Signal, Lighting and Electrical Systems - Splicing Details
ES-14	Signal, Lighting and Electrical Systems - Wiring Details and Fuse Ratings
ES-15	Signal, Lighting and Electrical Systems - Pedestrian Overcrossing Fluorescent Lighting Fixture
ES-27A	Signal, Lighting and Electrical Systems - Extinguishable Message Sign, 250 mm Letters
ES-27B	Signal, Lighting and Electrical Systems - Extinguishable Message Sign, 250 mm Letters
ES-28	Signal, Lighting and Electrical Systems - Extinguishable Message Sign and Flashing Beacons
ES-29	Sign Illumination - Mercury Sign Illumination Equipment
ES-30	Sign Illumination - 915 mm Fluorescent Sign Illumination Equipment
ES-32A	Sign Illumination - Sign Illumination Equipment
ES-32B	Sign Illumination - Sign Illumination Control
ES-33	Sign Illumination - Internally Illuminated Street Name Sign
<i>RSP ES-34A</i>	<i>Closed Circuit Television - Pole Details</i>
ES-34B	Closed Circuit Television - Pole Details, Overhead Sign Mounted

Federal Project with DBE Goals (12-01-99)

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 08-406804

08-SBd-15-258.1/261.8

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SAN BERNARDINO COUNTY FROM 8.2 km NORTH OF HALLORAN SUMMIT OVERCROSSING TO 0.1 km SOUTH OF CIMA ROAD OVERCROSSING

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on February 1, 2001, 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 SAN BERNARDINO COUNTY FROM 8.2 km NORTH OF HALLORAN SUMMIT OVERCROSSING TO 0.1 km SOUTH OF CIMA ROAD OVERCROSSING

General work description: Bridge Replacement.

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

Contract No. 08-406804

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

Bids are required for the entire work described herein.

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

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

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

Cross sections for this project are not available.

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

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

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are 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 December 4, 2000

MCT

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

08-406804

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	019410	TEMPORARY TORTOISE FENCE	M	2260
2	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM
3	072006	TEMPORARY SUPPORT	LS	LUMP SUM
4	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
5	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
6 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
7 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
8 (S)	019411	TYPE III BARRICADE (LEFT IN PLACE)	EA	31
9 (S)	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	44 200
10 (S)	120165	CHANNELIZER (SURFACE MOUNTED)	EA	320
11 (S)	120166	CHANNELIZER (SURFACE MOUNTED) (LEFT IN PLACE)	EA	120
12 (S)	120300	TEMPORARY PAVEMENT MARKER	EA	1040
13 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4
14 (S)	129000	TEMPORARY RAILING (TYPE K)	M	4240
15 (S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	288
16	150605	REMOVE FENCE	M	500
17	150668	REMOVE FLARED END SECTION	EA	6
18	019412	REMOVE PAINTED TRAFFIC STRIPE (100MM)	M	8850
19	019413	REMOVE PAINTED TRAFFIC STRIPE (200MM)	M	240
20	150722	REMOVE PAVEMENT MARKER	EA	310

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	150771	REMOVE ASPHALT CONCRETE DIKE	M	500
22	150806	REMOVE PIPE	M	440
23	151272	SALVAGE METAL BEAM GUARD RAILING	M	810
24	151625	RECONSTRUCT METAL BEAM GUARD RAILING (WOOD POST)	M	120
25	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	2
26	152387	RELOCATE ROADSIDE SIGN-TWO POST	EA	1
27 (S)	153151	COLD PLANE ASPHALT CONCRETE PAVEMENT (25 MM MAXIMUM)	M2	6000
28	019414	COLD PLANE ASPHALT CONCRETE PAVEMENT (105MM MAXIMUM)	M2	11 100
29	019415	REMOVE CONCRETE WINGWALL	M3	10
30	157551	BRIDGE REMOVAL, LOCATION A	LS	LUMP SUM
31	157552	BRIDGE REMOVAL, LOCATION B	LS	LUMP SUM
32	157553	BRIDGE REMOVAL, LOCATION C	LS	LUMP SUM
33	157554	BRIDGE REMOVAL, LOCATION D	LS	LUMP SUM
34	157555	BRIDGE REMOVAL, LOCATION E	LS	LUMP SUM
35	157556	BRIDGE REMOVAL, LOCATION F	LS	LUMP SUM
36	157557	BRIDGE REMOVAL, LOCATION G	LS	LUMP SUM
37	157558	BRIDGE REMOVAL, LOCATION H	LS	LUMP SUM
38	157559	BRIDGE REMOVAL, LOCATION I	LS	LUMP SUM
39	048321	BRIDGE REMOVAL, LOCATION J	LS	LUMP SUM
40	160101	CLEARING AND GRUBBING	LS	LUMP SUM

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41	190101	ROADWAY EXCAVATION	M3	7000
42	190138	ROADWAY EXCAVATION (DETOUR REMOVAL)	M3	1020
43 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	5100
44 (F)	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	3840
45 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	5400
46 (F)	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	4500
47 (F)	193119	LEAN CONCRETE BACKFILL	M3	280
48	198001	IMPORTED BORROW	M3	5120
49	260201	CLASS 2 AGGREGATE BASE	M3	7660
50	390152	ASPHALT CONCRETE	TONN	12 600
51	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	M	500
52	394050	RUMBLE STRIP	STA	38
53 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	1070
54 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	3700
55 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	1390
56 (F)	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	M3	1040
57	510413	CLASS 1 CONCRETE (BOX CULVERT)	M3	25
58 (S)	048322	CORE AND GROUT	M	30
59 (S)	519117	JOINT SEAL (MR 30 MM)	M	170
60 (S)	519120	JOINT SEAL (MR 15 MM)	M	230

Item	Item Code	Item	Unit of Measure	Estimated Quantity
61 (S-F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	404 400
62 (F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	81 000
63 (S)	520107	BAR REINFORCING STEEL (BOX CULVERT)	KG	4000
64 (F)	520110	BAR REINFORCING STEEL (EPOXY COATED) (BRIDGE)	KG	149 800
65	664010	300 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	440
66	664020	600 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	50
67	705337	600 MM ALTERNATIVE FLARED END SECTION	EA	6
68	019416	ROCK SLOPE PROTECTION (1/2T, METHOD B)	M3	135
69 (S-F)	750501	MISCELLANEOUS METAL (BRIDGE)	KG	260
70 (S)	800008	FENCE (TYPE BW, 4-STRAND, METAL POST)	M	500
71 (S)	832003	METAL BEAM GUARD RAILING (WOOD POST)	M	500
72 (F)	833125	CONCRETE BARRIER (TYPE 25)	M	960
73	839521	CABLE RAILING	M	410
74 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	22
75 (S)	019417	100 MM THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	11 800
76 (S)	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	240
77 (S)	850112	PAVEMENT MARKER (RETROREFLECTIVE- SPECIAL TYPE G)	EA	280
78 (S)	850113	PAVEMENT MARKER (RETROREFLECTIVE- SPECIAL TYPE H)	EA	40
79 (S)	991061	ELECTRICAL WORK	LS	LUMP SUM
80	999990	MOBILIZATION	LS	LUMP SUM

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SPECIAL PROVISIONS

Annexed to Contract No. 08-406804

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1995, and the Standard Plans dated July 1997, 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 following said term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

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

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the 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, District 8 Construction, MS 1104, 464 West 4th Street, 6th Floor, San Bernardino, Ca 92401-1400, 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 it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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

2-1.02A DBE GOAL FOR THIS PROJECT

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

Disadvantaged Business Enterprise (DBE): 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:

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

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

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

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

2-1.02B SUBMISSION OF DBE INFORMATION

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

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

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

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

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

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

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

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.

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

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

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

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

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

This work shall be diligently prosecuted to completion before the expiration of **480 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

5-1.00 PLANS AND WORKING DRAWINGS

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

5-1.002 LABORATORY

Section 1-1.25, "Laboratory," of the Standard Specifications is amended to read:

1-1.25 Laboratory.—The Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials

Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

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

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

Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

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

5-1.004 DIFFERING SITE CONDITIONS

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

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

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

5-1.005 CONTRACT BONDS

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

The payment bond shall be in a sum not less than the following:

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

5-1.01 LABOR NONDISCRIMINATION

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

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

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

5-1.02 LABOR CODE REQUIREMENTS

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

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

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

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

1. The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
4. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor

Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Department. These moneys shall be retained by the Department pending the final decision of an enforcement action.

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

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

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

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

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

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

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

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

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

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

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

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

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the

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body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

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

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

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

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

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

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

5-1.023 INDEMNIFICATION AND INSURANCE

Section 7-1.12, "Responsibility for Damage," of the Standard Specifications is deleted. All references to Section 7-1.12 in the Contract documents shall be deemed to mean Sections 7-1.121, "Indemnification," and 7-1.122, "Insurance," as added below.

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

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

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

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

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code section 2782. Further, the Contractor's indemnity obligation shall not extend to Claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to

maintain. The Contractor's indemnity obligation shall extend to Claims arising after the work is completed and accepted only if these Claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work. No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of this section.

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

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

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

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

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

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

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

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

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

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

- (a) \$1 000 000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2 000 000 aggregate for products-completed operations.
- (c) \$2 000 000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5 000 000 umbrella or excess liability. For projects over \$25 000 000 only, an additional \$10 000 000 umbrella or excess liability (for a total of \$15 000 000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5 000 000 or

\$15 000 000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

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

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

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

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

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

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

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

7-1.122E Self-Insurance.—Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State of evidence of the Contractor's financial capacity to respond.

Additionally, self-insurance programs or retentions must provide the State with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

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

5-1.025 ARBITRATION

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

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

5-1.03 PAYMENT OF WITHHELD FUNDS

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

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

5-1.04 INTEREST ON PAYMENTS

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

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

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

5-1.041 FINAL PAYMENT AND CLAIMS

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

The District that administers the contract shall submit a claim position letter to the Contractor within 135 days after acceptance of the contract. After receipt of the claim position letter from the District, or 135 days after acceptance of the contract, whichever occurs first, the Contractor may request a meeting with the person or board designated by the District

Director to review claims that remain in dispute. If the Contractor requests a meeting, the review person or board shall meet with the Contractor within 45 days after the request is received.

5-1.05 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:

- (1) Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 - (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - (b) Excavations less than 0.3-m deep.
 - (c) Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - (e) Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - (f) Excavations protected by existing barrier or railing.
- (2) 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.
- (3) 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 1995 Standard Plan T3 or 1992 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

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

Each rail unit placed within 3 m of a traffic lane shall have a reflector installed on top of the rail as directed by the Engineer. A Type P marker panel shall also be installed at each end of railing installed adjacent to a two-lane, two-way highway and at the end facing traffic of railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, the marker shall be installed at the end of the skew nearest the traveled way. Type P marker panels shall conform to the provisions in Section 82, "Markers and Delineators," except that the Contractor shall furnish the marker panels.

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

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 traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 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.

5-1.06 SURFACE MINING AND RECLAMATION ACT

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

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

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

5-1.07 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.08 YEAR 2000 COMPLIANCE

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

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

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

5-1.085 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 accordance 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 any other coating that protects or enhances 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 also 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%) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating the materials into the work.

5-1.09 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).

5-1.093 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.

5-1.095 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.

5-1.097 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.

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

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

Pursuant to the provisions 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.

The DBE information furnished under Section 2-1.02B, "Submission of DBE Information," of these special provisions is in addition to the subcontractor information required to be furnished under Section 8-1.01, "Subcontracting," and Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications.

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.

5-1.098 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.

5-1.099 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.

5-1.10 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.

5-1.106 COST REDUCTION INCENTIVE

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

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

5-1.11 DISPUTES REVIEW BOARD

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

The DRB shall be utilized when dispute or potential claim resolution at the job level is unsuccessful. The DRB shall function until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished dispute hearings and reports. After acceptance of the contract any disputes or potential claims that the Contractor wants to pursue that have not been settled, shall be stated or restated, by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in accordance with Section 9-1.07B, of the Standard Specifications. Following the completion of the State's administrative claims procedure, the Contractor may resort to arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

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

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

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

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

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

1. Compensation for services on this DRB.
2. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.
3. Service as a member of other Disputes Review Boards on other contracts.
4. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
5. The above provisions apply to any party having a financial interest in this contract; including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

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

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

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

The first duty of the State and Contractor selected members of the DRB is to select and recommend prospective third member(s) to the parties for final selection and approval. The first two DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 21 days of the notification.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 14 days of receipt of the recommendation of the first two DRB members, or if the first two members are unable to agree upon a recommendation within the 14 day time limit allowed in the preceding paragraph. In the event of an impasse in selection of the third DRB member, the State and the Contractor shall each propose three candidates for the third position. The parties shall select all candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first two DRB members shall then select one of the 6 proposed candidates in a blind draw.

The Contractor, the State, and all three members of the DRB shall complete and adhere to the Disputes Review Board Agreement in administration of this DRB within 14 days of the parties' concurrence in the selection of the third member. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute Contract Change Orders shall be authorized to execute and administer the terms of this

agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Disputes Review Board Agreement.

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000.00 per day if time spent per meeting, including all on-site time plus one hour of travel time, is greater than four hours. Each DRB board member shall be compensated at an agreed rate of \$600.00 per day if time spent per meeting, including all on-site time plus one hour of travel time, is less than or equal to four hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100.00 per hour. The agreed amount of \$100.00 per hour shall include all incidentals including any expenses for telephone, fax and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Disputes Review Board Agreement state provisions for compensation and expenses of the DRB. All DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for its share of the costs. There will be no markups applied to any expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses.

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

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

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

The following procedure shall be used for dispute resolution:

1. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim as specified in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications, including provision of applicable cost documentation; or file written protests or notices pursuant to Sections 4-1.03A, "Procedure and Protest", 8-1.06, "Time of Completion", 8-1.07, "Liquidated Damages", or 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications.
2. The Engineer will respond, in writing, to the Contractor's written protest or notice within 14 days of receipt of the written protest or notice.
3. Within 14 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
4. Following the Contractor's objection to the Engineer's decision, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written reply from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved.
5. The Contractor, by failing to submit the written notice of referral of the matter to the DRB, within 21 days after receipt of the State's written reply, waives any future claims on the matter in contention.
6. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing any written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 14 days prior to the date the DRB is scheduled to convene the hearing for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and determination of the dispute. The party furnishing additional evidence shall furnish

copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB will not consider any evidence not furnished in accordance with the terms specified herein.

7. The DRB shall furnish a report, containing findings and recommendations as described in the Disputes Review Board Agreement, in writing to both the State and the Contractor. The DRB shall complete its reports, including minority opinion if any, and submit them to the parties within 30 days of the DRB hearing, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, applicable laws and regulations, the pertinent provisions of the Contract and the actual costs and time incurred as shown on the Contractor's cost accounting records.
8. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received by both parties, the DRB will provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB will consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
9. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30 day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding any individual DRB recommendation.
10. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB.
11. The State or the Contractor shall not call members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it..
12. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.
13. The DRB members shall have no claim against the State or the Contractor, or both, from any claimed harm arising out of the parties' evaluations of the DRB's report.

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

1. The Contractor shall identify clearly in all submissions pursuant to this section, that portion of the dispute that involves a subcontractor claim or claims.
2. The Contractor shall include, as part of its submission pursuant to Step 4 above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor claim. The Contractor also shall submit a certification that the subcontractor claim is acknowledged and forwarded by the Contractor. The form for these certifications are available from the Engineer.
3. At any DRB meeting on a dispute that includes one or more subcontractor claims, the Contractor shall require that each subcontractor that is involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor claim to assist in presenting the subcontractor claim and to answer questions raised by the DRB members or the Department's representatives.
4. Failure by the Contractor to declare a subcontractor claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through claims) at the time of submission of the Contractor's claims, as provided hereunder, shall constitute a release of the Department by the Contractor on account of such subcontractor claim.
5. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a)

the Contractor in accordance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor claims; (c) agree that, to the extent a subcontractor claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of any other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

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

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

DISPUTES REVIEW BOARD AGREEMENT

(Contract Identification)

Contract No. _____

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

(Contractor Appointee) ,

(State Appointee) ,

and _____
(Third Person)

WITNESSETH, that

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

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

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

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

**I
DESCRIPTION OF WORK**

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

**II
SCOPE OF WORK**

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

A. Objective

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

B. Procedures

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in accordance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on the pertinent contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered.

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

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

C. Construction Site Visits, Progress Meetings and Field Inspections

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

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

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

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

D. DRB Consideration and Handling of Disputes

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

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

Both parties shall be given the opportunity to present their evidence at these hearings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, and the facts and

conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

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

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

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

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

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

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

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

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

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

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

E. DRB Member Replacement

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

III CONTRACTOR RESPONSIBILITIES

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

IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. Contract Related Documents

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

B. Coordination and Services

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

V TIME FOR BEGINNING AND COMPLETION

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

VI PAYMENT

A. All Inclusive Rate Payment

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of \$1,000.00 per day if time spent per meeting, including all on-site time plus one hour of travel time, is greater than four hours. Each DRB board member shall be compensated at an agreed rate of \$600.00 per day if time spent per meeting, including all on-site time plus one hour of travel time, is less than or equal to four hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$100.00 per hour. The agreed amount of \$100.00 per hour shall include all incidentals including any expenses for telephone, fax and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. Payments

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

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

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

C. Inspection of Costs Records

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

VII ASSIGNMENT OF TASKS OF WORK

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

VIII TERMINATION OF AGREEMENT, THE DRB, AND DRB MEMBERS

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

IX LEGAL RELATIONS

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

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

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

X CONFIDENTIALITY

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

**XI
DISPUTES**

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

**XII
VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

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

**XIII
FEDERAL REVIEW AND REQUIREMENTS**

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

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

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

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

DRB MEMBER

DRB MEMBER

By: _____

By: _____

Title: _____

Title : _____

DRB MEMBER

By : _____

Title : _____

CONTRACTOR

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

5-1.12 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

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

ITEM CODE	ITEM
390152	Asphalt Concrete

The compensation payable for asphalt concrete will be subject to being increased or decreased in accordance 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 accordance with the following formulae when the item of asphalt concrete is included in a monthly estimate:

Total monthly adjustment = AQ

For an increase in paving asphalt price index exceeding 5 percent:

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

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

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

Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete 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 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:

1. 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.
2. Compensation adjustments made under this section will be taken into account in making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
3. The total price adjustment for price index increases of paving asphalt on this project shall not exceed \$68,000.
4. 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 any of the companies discontinue posting their prices for any 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.

5-1.13 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:

Clearing and Grubbing	\$ 30,000
Bridge Removal, Location A	\$90,000.00
Bridge Removal, Location C	\$45,000.00
Bridge Removal, Location E	\$22,000.00
Bridge Removal, Location G	\$42,000.00
Bridge Removal, Location I	\$67,000.00

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

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

- Bar reinforcing steel
- Miscellaneous metal
- Joint seal
- Cable railing

5-1.14 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

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

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section (MS 26), 1120 N Street, Room 200, Sacramento, CA 95814, Telephone No. (916)654-4490, and are available for inspection at the office of the District Director of Transportation at 464 West Fourth Street, San Bernardino, California 92401.

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

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," 7-1.121, "Indemnification," and 7-1.122, "Insurance," of the Standard Specifications.

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

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

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

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

5-1.15 ENDANGERED SPECIES PROTECTION

The Contractor shall be fully informed of the rules, regulations and conditions regarding the Desert Tortoise, as described in these Special Provisions and Material Information Handout, and shall conduct all work operations accordingly.

This project area is within or near identified Desert Tortoise (*Gopherus agassizii*) range/habitat. The Desert Tortoise is under the protection of both the Federal and State Endangered Species Acts. The range/habitat includes areas within the State (Caltrans) Transportation Right of Way.

The Contractor shall be responsible for providing information and training to all employees, subcontractors, and the Contractor's representatives on the project site in connection with Contractor's work activities. An education program that has been previously approved by the U.S. Fish and Wildlife Service (USFWS) may be used to satisfy this term and condition.

A California Department of Transportation information brochure entitled "Protection of the Desert Tortoise During Limited Scope Projects" has been prepared to assist the Contractor in fulfilling the training requirements. A copy of this brochure is included in the Material Information Handout and is available from the Engineer, or the Office of the District Director of Transportation, located at 464 West Fourth Street, San Bernardino, California, for the Contractor to reproduce and distribute.

The Contractor shall report immediately all sightings of, or encounters with, any tortoise within the project limits to the Engineer. If a tortoise enters the work area or is unearthed during excavation operations, that work shall immediately cease until the animal(s) is/are removed to safety. In no case shall any unauthorized person handle or otherwise move or disturb the tortoise.

Tortoises shall be purposefully handled or moved only by a qualified biologist approved by the USFWS and the (California Department of Fish and Game) CDFG and acting in behalf of those agencies or the State as authorized agents for the Federal Highway Administration. Caltrans shall retain, and have available, the services of a qualified biologist as described herein for a pre-construction sweep of the project site, on-site monitoring (if required), and all tortoise handling activities that may be required. The Contractor shall submit in writing a request for the biological pre-construction sweep at least 10 days prior to the performance of any work activities. Said request shall be made through the Engineer.

A pre-construction tortoise sweep of the project site shall be performed by a qualified biologist, to verify that there are no tortoise or occupied burrows in the project work area. Any pre-sweep construction or other activity within the tortoise habitat area shall only be done in the presence of the qualified biologist. This includes, but is not limited to, fencing, core drilling, sampling, material drops, or any movement of equipment. All potential hazards to a tortoise, as determined by the Engineer, resulting from contractor operations shall be removed or made safe prior to leaving the area.

All construction activity shall be confined within the identified work area. At no time shall equipment or personnel be allowed outside the identified work area. Construction activity includes, but is not limited to, temporary haul or access roads unless otherwise approved by the Engineer.

A litter (trash) control program shall be placed in effect on this project by the Contractor. Closeable trash containers shall be provided in appropriate locations, as approved by the Engineer, for the use of project personnel. These trash containers shall be kept closed at all times and routinely serviced to remove trash from the project site. The Contractor shall require that all personnel use these containers for disposal of food scraps, wrappers, cans, bottles, etc., and that any employee not using the trash containers shall secure such items and remove them from the project site at the end of their work shift. These requirements shall also apply to any food vendor allowed on the site.

If suspension of a work activity is ordered by the Engineer due to an encounter with a tortoise, and if, in the opinion of the Engineer, the Contractor's current controlling operation is delayed or interfered with by reason of the suspension, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

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

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:

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.

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.

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 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

8-1.02 APPROVED TRAFFIC PRODUCTS

The Department maintains a 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.

The following is the List of Approved Traffic Products:

PAVEMENT MARKERS, PERMANENT TYPE

RETROREFLECTIVE

Apex, Model 921 (100 mm x 100 mm)

Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)

Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)

Contract No. «Dist»-«Contract_No»

3M Series 290 (89 mm x 100 mm)

RETROREFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS)

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

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

Stimsonite, Model 948 (58 mm x 119 mm)
Ray-O-Lite, Model 2002 (58 mm x 117 mm)
Stimsonite, Model 944SB (51 mm x 100 mm)*
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

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

NON-REFLECTIVE FOR USE WITH BITUMEN ADHESIVE, 100 mm Round

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

Apex Universal, Model 924 (100 mm x 100 mm)
Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
Road Creations, Model R41C (100 mm x 100 mm)
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)

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

STRIPING AND PAVEMENT MARKING MATERIALS

PERMANENT TRAFFIC STRIPING AND PAVEMENT MARKING TAPE

Advanced Traffic Marking, Series 300 and 400
Brite-Line, Series 1000
Swarco Industries, "Director 35" (For transverse application only)
Swarco Industries, "Director 60"

Contract No. <<Dist>>-<<Contract_No>>

3M, "Stamark" Series 380 and 5730
3M, "Stamark" Series A320 Bisymmetric (For use on low-volume roadways only)
3M, "Stamark" Series A420, A440, N420, and N440 (For transverse application only)

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

Brite-Line, Series 100
P.B. Laminations, Aztec, Grade 102
Swarco Industries, "Director-2"
3M, "Stamark," Series A620
3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)
Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)

PREFORMED THERMOPLASTIC (Heated in place)

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

REMOVABLE TRAFFIC PAINT

Belpro, Series 250/252 and No. 93 Remover

CLASS 1 DELINEATORS

ONE-PIECE DRIVEABLE FLEXIBLE TYPE, 1700 mm

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

SPECIAL USE FLEXIBLE TYPE, 1700 mm

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

SURFACE MOUNT FLEXIBLE TYPE, 1200 mm

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

CHANNELIZERS

SURFACE MOUNT TYPE, 900 mm

Bent Manufacturing Company, "Masterflex" Models MF-360-36 (Round) and MF-180-36 (Flat)
Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
Carsonite, Super Duck II Model SDCF203601MB "The Channelizer"
Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
FlexStake, Surface Mount, Models 703 and 753TM

Contract No. <<Dist>>-<<Contract_No>>

GreenLine, Model SMD-36
The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
Repo, Models 300 and 400
Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

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

OBJECT MARKERS

TYPE "K", 450 mm

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

TYPE "K-4", 450-600 mm
(Shown as Type "Q" in the Traffic Manual)

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

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

IMPACTABLE TYPE

ARTUK, "FB"
Davidson Plastics, Model PCBM-12
Duraflex Corp., "Flexx 2020" and "Electriflexx"

NON-IMPACTABLE TYPE

ARTUK, JD Series
Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
Stimsonite, Model 967LS
Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

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

Davidson Plastics, Model PCBM T-16
Safe-Hit, Model SH216RBM

Contract No. <<Dist>>-<<Contract_No>>

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

Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

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

Davidson Plastics, PCBM S-36

GUARD RAILING DELINEATOR

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

WOOD POST TYPE, 686 mm

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

STEEL POST TYPE

Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING FOR:

CHANNELIZERS, BARRIER MARKERS, AND DELINEATORS

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

TRAFFIC CONES, 330 mm Sleeves

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

TRAFFIC CONES, 100 mm and 150 mm Sleeves

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

BARRELS AND DRUMS

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

BARRICADES: Type I, Engineering Grade

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

BARRICADES: Type II, Super Engineering Grade

Contract No. «Dist»-«Contract_No»

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

SIGNS: Type II, Super Engineering Grade

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

SIGNS: Type III, High-Intensity Grade

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

SIGNS: Type IV, High-Intensity Prismatic Grade

Stimsonite Series 6200

SIGNS: Type VII, High-Intensity Prismatic Grade

3M Series 3900

SIGNS: Type VI, Roll-Up Signs

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

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

ALUMINUM

FIBERGLASS REINFORCED PLASTIC (FRP)

Sequentia, "Polyplate"
Fiber-Brite

8-1.03 STATE-FURNISHED MATERIALS

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

Adhesive and reflectors for Temporary Railing (Type K).

8-1.04 SLAG AGGREGATE

Air-cooled iron blast furnace slag shall not be used to produce aggregate for:

1. Structure backfill material.
2. Any reinforced or prestressed portland cement concrete component or structure.

Aggregate produced from slag resulting from any steel-making process shall not be used for any highway construction except for the following items:

1. Imported Borrow
2. Class 2 Aggregate Base
3. Asphalt Concrete

Steel slag to be used to produce aggregate for and Class 2 aggregate base shall be crushed so that 100 percent of the material will pass a 19-mm sieve and then shall be control aged for a period of at least 3 months under conditions that will maintain all portions of the stockpiled material at a moisture content in excess of 6 percent of the dry mass of the aggregate.

Any supplier of steel slag aggregate shall provide separate stockpiles for controlled aging of the slag. An individual stockpile shall contain not less than 9075 nor more than 45 350 tonnes of slag. The material in each individual stockpile shall be assigned a unique lot number and each stockpile shall be identified with a permanent system of signs. The supplier shall maintain a permanent record of the dates on which stockpiles are completed and controlled aging begun, of the dates when controlled aging was completed, and of the dates tests were made and the results of these tests. Moisture tests shall be made at least once per week. No credit for aging will be given for the time period covered by any tests which show a moisture content of 6 percent or less. The stockpiles and records shall be available to the Engineer during normal working hours for inspection, check testing and review.

The supplier shall notify the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819, when each stockpile is completed and controlled aging begun. No more aggregate shall be added to the stockpile unless a new aging period is initiated. A further notification shall be sent when controlled aging is completed.

The supplier shall provide a Certificate of Compliance in conformance with the requirements in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. Each stockpile or portion of a stockpile that is used in the work will be considered a lot. The Certificates of Compliance shall state that the steel slag aggregate has been aged in a stockpile for at least 3 months at a moisture content in excess of 6 percent of the dry mass of the aggregate.

Steel slag used for imported borrow shall be weathered for at least 3 months. Prior to the use of steel slag as imported borrow, the supplier shall furnish a Certificate of Compliance in conformance with the requirements in said Section 6-1.07. The Certificate of Compliance shall state that the steel slag has been weathered for at least 3 months.

Each delivery of aggregate containing steel slag for use as or Class 2 aggregate base shall be accompanied by a delivery tag for each load which will identify the lot of material by stockpile number, where the slag was aged, and the date that the stockpile was completed and controlled aging begun.

Air-cooled iron blast furnace slag or natural aggregate may be blended in proper combinations with steel slag aggregate to produce the specified gradings, for those items for which steel slag aggregate is permitted, unless otherwise provided.

Aggregate containing slag shall meet all of the applicable quality requirements for the items in which the aggregate is used.

The combined slag aggregate shall conform to the specified grading for the item in which it is used. The grading will 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 portion of the aggregate or between blends of different aggregates.

No aggregate produced from slag shall be placed within 0.3-m, measured in any direction, of any non-cathodically protected pipe or structure unless the aggregate is incorporated in portland cement concrete pavement, in asphalt concrete, or in treated base.

When slag is used as aggregate in asphalt concrete, the K_c factor requirements, as determined by California Test 303, will not apply.

Slag aggregate used for embankment construction shall not be placed within 0.46-m of finished slope lines, measured normal to the plane of the slope.

If steel slag aggregates are used to make asphalt concrete, there shall be no other aggregates used in the mixture, except that up to 50 percent of the material passing the 4.75-mm sieve may consist of iron blast furnace slag aggregates or natural aggregates, or a combination thereof. If iron blast furnace aggregates or natural aggregates or a combination thereof are used in the mix, each type of aggregate shall be fed to the drier at a uniform rate. The rate of feed of each type of aggregate shall be maintained within 10 percent of the amount set. Adequate means shall be provided for controlling and checking the accuracy of the feeder.

In addition to the requirements of Section 39-3.01, "Storage," of the Standard Specifications, steel slag aggregate shall be stored separately from iron blast furnace slag aggregate and each type of slag aggregate shall also be stored separately from natural aggregate.

Asphalt concrete produced from more than one of the following shall not be placed in the same layer: steel slag aggregates; iron blast furnace slag aggregates; natural aggregates; or any combination thereof. Once a type of aggregate or aggregates is selected, it shall not be changed without prior approval by the Engineer.

If steel slag aggregates are used to produce asphalt concrete, and if the specific gravity of a compacted stabilometer test specimen is in excess of 2.40, the quantity of asphalt concrete to be paid for will be reduced. The stabilometer test specimen will be fabricated in accordance with the procedures in California Test 304 and the specific gravity of the specimen will be determined in accordance with Method C of California Test 308. The pay quantity of asphalt concrete will be determined by multiplying the quantity of asphalt concrete placed in the work by 2.40 and dividing the result by the specific gravity of the compacted stabilometer test specimen. Such reduction in quantity will be determined and applied as often as is necessary to ensure accurate results as determined by the Engineer.

8-1.05 MEASUREMENT OF QUANTITIES

Attention is directed to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications and these special provisions.

The following is added after the third paragraph in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications:

All elements of the material plant controller which affect the accuracy or delivery of data shall be made available for the application of security seals. These devices will be inspected and adjusting elements sealed prior to the first production of materials for the contract. The security seals will be furnished by the Engineer. Material production shall cease when alteration, disconnection, or otherwise manipulation of the security seals occur and production shall not resume until the device is inspected and resealed by the Engineer.

Within the limits of the project or at the plant site, the Contractor shall provide a vehicle platform scale of sufficient weighing capacity to check full production sized batches from the proportioning scales to be used in producing materials for the project. This vehicle platform scale shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Full compensation for furnishing and operating the vehicle platform scale required to check proportioning scales shall be considered to be included in the contract prices paid for the various contract items of work requiring the proportioning scales and no separate payment will be made therefor.

8-1.06 ENGINEERING FABRICS

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

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

8-1.07 ASPHALT

The first paragraph and tables following the first paragraph in Section 92-1.02, "Grades," of the Standard Specifications shall not apply.

The grade of asphalt to be used will be specified elsewhere in these special provisions. The safe transportation, storage, use and disposal of the asphalt specified shall be the responsibility of the Contractor.

A Certificate of Compliance, as provided in Section 92-1.03, "Test Report," of the Standard Specifications shall accompany each shipment of asphalt to the work. When PBA Grade 6a, 6b or 7 is specified, the Certificate of Compliance shall include actual results of tests completed by the producer in addition to the items enumerated in Section 92-1.03, "Test Report," of the Standard Specifications. The Certificate of Compliance shall verify that the results of AASHTO Test Method T240 (Mass Loss after Rolling Thin Film Oven Test) indicate a maximum mass loss of 0.6 percent and that AASHTO Test Method T48 (Flash Point, Cleveland Open Cup) indicate a minimum flash point of 232°C. The actual formulation used by the asphalt producer shall be available to the Department upon written request. The Department will execute a non-disclosure agreement if requested by the asphalt producer.

For PBA Grades 6a, 6b or 7, if the results of mass loss after Rolling Thin Film Oven Test (AASHTO Test Method T240) or Flash Point, Cleveland Open Cup (AASHTO Test Method T48) shown on the Certificate of Compliance are not within the limits specified in the table entitled "PERFORMANCE BASED ASPHALT BINDER GRADES" or if the results are not shown on the Certificate of Compliance, the individual shipment of asphalt will be rejected. Rejected asphalt shall not be used on the project. Should rejected asphalt be unloaded into bulk storage tanks, asphalt from the tanks shall not be used on the project until tests and Certificate of Compliance are furnished for the material and indicate compliance with the specifications.

Asphalt to be used as a binder for asphalt concrete will be sampled using the sampling device specified in Section 39-3.01C, "Asphalt Binder Storage," of the Standard Specifications. Two samples per operating day, each consisting of 2 one-liter containers, will be taken from the bulk storage tank feeder line.

For PBA Grades 6a, 6b or 7, if the test result of samples taken from the bulk storage tank, indicate mass loss greater than 0.6 percent, the material containing the paving asphalt represented by the tests shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the material containing the paving asphalt with mass loss greater than 0.6 percent may remain in place, and the Contractor shall pay to the State the amount calculated by the formulae listed below.

For mass loss test results over 0.6 percent but less than or equal to 1.0 percent:

(25 percent multiplied by 25 tonne average multiplied by the invoice price of paving asphalt)

For mass loss test results over 1.0 percent:

(100 percent multiplied by 25 tonne average multiplied by the invoice price of paving asphalt)

The Department may deduct this amount from any moneys due, or that may become due, the Contractor under the contract. Each sample from the bulk storage shall represent 25 tonne average. The delivered price of the paving asphalt shall be based on a certified invoice provided by the Contractor.

PERFORMANCE BASED ASPHALT BINDER GRADES

Specification Designation	AASHTO Test Method	PBA Grade				
		1	4	6a	6b	7
Penetration (25°C, 100g, 5s) dmm, RTFO Aged Residue, Min (Note 1)	T49	25	20	—	----	----
Absolute Viscosity (60°C), Pa•s(x10 ⁻¹) (Note 2) Original Binder, Min RTFO Aged Residue	T202 T202	800 2500-5000 (Note 3)	2800 14 000 Max	2000 5000 Min	2000 5000 Min	1100 3000 Min
Kinematic Viscosity (135°C), m ² /s(x10 ⁻⁶) Original Binder, Max. RTFO Aged Residue, Min	T201 T201	---- 275	---- 350	2000 275	2000 275	2000 275
Absolute Viscosity Ratio (60°C), Max RTFO Visc./Orig. Visc.	-----	4.0	4.0	4.0	4.0	4.0
Flash Point, Cleveland Open Cup, °C, (Note 4) Original Binder, Min	T48	232	232	232	232	232
Mass Loss After RTFO Test, % (Note 5)	T240	Report (Note 6)	Report	0.60	0.60	0.60
Solubility in Trichloroethylene, % Original Binder, Min	T44	99.0	99.0	Report	Report	Report
Ductility (25°C, 5 cm/min), cm RTFO Aged Residue, Min	T51	75	50	60	60	75
On Residue from Pav @: or Residue from Tilt Oven @ 113° C for: (hours)	PP1 (Note 7)	90°C 18	100°C 36	100°C 36	100°C 36	110°C 72
SSD -115(SSV)-50.6	(Note 9)	-----	-----	-----	-----	25°C
Stiffness, 300 MPa, Max. @: and M-value, 0.30, Min.	TP1	-6°C	-6°C	-24°C	-30°C	-6°C

1. "RTFO Aged Residue" means the asphaltic residue obtained using the Rolling Thin Film Oven Test ("RTFO Test"), AASHTO Test Method T240 or ASTM Designation: D 2827.
2. The Absolute Viscosity (60°C) of PBA 6a, 6b, and 7 will be determined at 1 sec-1 using ASTM Designation: D 4957 with Asphalt Institute Vacuum Capillary Viscometers.
3. Where actual limits (e.g. 2500-5000) are indicated, the actual test results shall be part of the certified copy of test results, or shall be furnished with the Certificate of Compliance.
4. Actual results of the test shall be part of the certified copy of test results and when PBA Grade 6a, 6b or 7 is used an additional statement verifying an acceptable flash point shall be included with the Certificate of Compliance.
5. Actual results of the test shall be part of the certified copy of test results and when PBA Grade 6a, 6b or 7 is used an additional statement verifying an acceptable mass loss shall be included with the Certificate of Compliance.
6. Where "Report" is indicated, there is no requirement, however the actual results of the test shall be part of the certified copy of test results, or shall be furnished with the Certificate of Compliance.
7. "Tilt Oven Residue" means the asphalt obtained using California Test 374, Method B, "Method for Determining Asphalt Durability Using the California Tilt-Oven Durability Test".
8. SSD = Shear susceptibility of Delta, SSV = Shear susceptibility of Viscosity.
9. California Test 381.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

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

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

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

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

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

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

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

When truck mixers are used, the mix uniformity testing shall be performed on 5 truck mixers per project. The truck mixers selected for testing shall be representative of the different mixer brands, ages, and conditions of the mixers on the list and approved by the Engineer. Mixer selection shall be completed before mix uniformity testing is started. Sampling for the mix uniformity tests from each of the 5 mixers shall be completed within the same work shift, unless otherwise approved in writing by the Engineer. The Contractor shall notify the Engineer, in writing, a minimum of 24 hours prior to performing the sampling for these tests. The letter of notification shall include 1) the truck mixer information, 2) the specific gravity of the coarse aggregate in the mix to be tested, and 3) a copy of the current ACI "Concrete Field Testing Technician, Grade 1" certification for each tester who will perform testing for the Contractor. The Contractor shall provide an adequate number of testers to successfully perform the testing with a minimum amount of impact to the Contractor's operations.

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

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

Unless otherwise specified, Type C accelerating chemical admixture conforming to the requirements of ASTM Designation: C 494, may be used in portland cement concrete for precast steam cured concrete members.

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

90-1.01 Description.—Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.

Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the requirements for cement and mineral admixtures in Section 90-2, "Materials" and shall be either: 1) "Type IP (MS) Modified" cement; or 2) a combination of "Type II Modified" portland cement and mineral admixture, or 3) a combination of Type V portland cement and mineral admixture.

Concrete for each portion of the work shall comply with the requirements 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 any monies due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.

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

All 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, or a Type V 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 of Section 90-4.08, "Required Use of Mineral Admixtures."

"Type II Modified" portland cement shall conform to the specifications 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 of 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 specifications 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 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 ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with 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 of the ASTM Designations shown below:

Chemical Admixtures—ASTM Designation: C 494.

Air-entraining Admixtures—ASTM Designation: C 260.

Calcium Chloride—ASTM Designation: D 98.

Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C 618, except that the loss on ignition shall not exceed 4 percent, or, silica fume as specified in ASTM Designation: C 1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

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

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

90-4.02 Materials.—Admixture materials shall be as specified 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 any concrete construction application subject to the following conditions:

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

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 measured in conformance with the requirements of ASTM Designation: C 618.

Once either "Type IP (MS) Modified" cement, Type II Modified portland cement, or Type V portland cement, conforming to Section 90-2.01, "Portland Cement" of the Standard Specifications is selected by the Contractor for use, only that cement shall be used for all the concrete placed in the project.

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

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

If more than the required amount of cementitious material is used, the additional cementitious material in the mix may be either cement, any mineral admixture conforming to the requirements of 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 Admixture," 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.—All weighing, measuring or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, any automatic weighing systems used shall comply with the requirements 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 any batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
- 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, all 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 requirements 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 all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.

The 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 any 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 any 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 all 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 requirements specified 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:

All concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

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 jobsite shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water 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 jobsite with the load.

All weight certificates furnished by the Contractor shall conform to the requirements of Section 9-1.01, "Measurement of Quantities."

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 amended to read:

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 elsewhere 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 of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14.00 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 \$20.00 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. All 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 specifications of 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.

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

Certified test data, in order to be acceptable, 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.

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

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

- A. Date of mixing.
- B. Mixing equipment and procedures used.
- C. The size of batch in cubic meters and the mass, type and source of all ingredients used.
- D. Penetration of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of all concrete cylinders tested.

All 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 any 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 and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

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 elsewhere 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, that is suitable for the use intended, and which conforms to requirements specified herein. "Recognized standards of good practice" are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or California Department of Transportation.

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

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

Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before any stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 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 nor more than 5 minutes.

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

Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The 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 in conformance with 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 all 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 any admixtures in the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D.

Should the Contractor use admixtures as permitted under Sections 90-4.05, "Optional Use of Chemical Admixtures;" or 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 FREEZE-THAW REQUIREMENTS

Aggregates proposed for use in portland cement concrete and precast portland cement concrete products shall pass the freezing and thawing test, as specified in Section 90-2.02, "Aggregates," of the Standard Specifications and these special provisions.

A list of sources of aggregates which have previously passed the freeze-thaw test is available at the District Office in San Bernardino, California.

The Contractor's attention is directed to the fact that California Test 528, "Test for Freeze-Thaw Resistance of Aggregates in Air-Entrained Concrete," does not include procedures that determine compliance of the aggregates with the other requirements of the plans and specifications.

The mortar strength of fine aggregate relative to the mortar strength of Ottawa sand shall be 100 percent, minimum, as determined by California Test 515.

Unless a higher cement content is otherwise required, the minimum cement content for all portland cement concrete and for all precast portland cement concrete products shall be 350 kilograms per cubic meter.

An air-entraining admixture conforming to the requirements in Section 90-4, "Admixtures," of the Standard Specifications shall be added to the concrete at the rate required to result in an air content of 6 ± 1.5 percent in the freshly mixed concrete, unless a different air content is specified elsewhere in these special provisions.

8-2.03 CEMENT AND WATER CONTENT

The amount of free water used in concrete for deck slabs of bridges and structure approach slabs shall not exceed 180 kg/m^3 , plus 20 kg for each required 100 kg of cementitious material in excess of 400 kg/m^3 .

The temperature of mixed concrete for deck slabs of bridges, immediately before placing, shall be not less than 10°C nor more than 27°C . Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C . If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

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.

SECTION 9. DESCRIPTION OF BRIDGE WORK

The bridge work to be done consists, in general, of removing existing reinforced concrete right and left bridges and removing reinforced concrete retaining walls between and on the outside of the abutments and replacing them with right and left cast-in-place reinforced portland cement concrete deck slab bridges and replacing the existing retaining walls between and on the outside of the existing abutments with Type 1 retaining walls. The new bridges and new bridge numbers are as follows:

HOT WASH BRIDGE (Bridge No. 54-1204 R/L)

Parallel 5 span reinforced concrete slab bridges each approximately 50 meters long and 18 meters wide.

WEST VALLEY WELLS BRIDGE (Bridge No. 54-1205 R/L)

Parallel 2 span reinforced concrete slab bridges each approximately 25 meters long and 18 meters wide.

VALLEY WELLS DITCH (Bridge No. 54-1206 R/L)

Parallel 2 span reinforced concrete slab bridges each approximately 13 meters long and 18 meters wide.

WINDMILL STATION DITCH BRIDGE (Bridge No. 54-1207 R/L)

Parallel 2 span reinforced concrete slab bridges each approximately 25 meters long and 18 meters wide.

WELLS DITCH BRIDGE (Bridge No. 54-1208 R/L)

Parallel 4 span reinforced concrete slab bridges each approximately 37 meters long and 18 meters wide.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 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 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 Caltrans 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:

FEDERAL HIGHWAY TRUST FUNDS STATE HIGHWAY FUNDS

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

HIGHWAY CONSTRUCTION BRIDGE REPLACEMENT

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 accordance 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.

10-1.02 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 "Endangered Species Protection" elsewhere in these special provisions.

The Contractor shall submit a written request for the biological pre-construction sweep at least 10 days prior to the performance of any work.

A first order of work shall be to install temporary desert tortoise fencing immediately following the biological pre-construction sweep.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans. Channelizers shall be secured in place prior to commencing work for which the channelizers are required.

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 also include the limits or

changes in striping pattern, including one- and 2-way barrier lines, 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.

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

At the end of each working day, ends of temporary railing (Type K), metal beam guard railing or Thrie beam barrier exposed to public traffic, shall be protected by temporary crash cushions modules placed in accordance with the provisions in "Public Safety", and "Temporary Crash Cushion Module" elsewhere in these special provisions.

Excavation for new footing construction adjacent to existing footings shall not begin until the Contractor has submitted an excavation and shoring plan in conformance with the requirements in section 19-1.02, "Preservation of Property" of the Standard Specifications.

Structure excavation for new footings, where the new footing is to be located at a lower elevation than the existing adjacent footing, shall not begin until the Contractor has presented an excavation plan to the Engineer showing his plan to shore the endangered area to avoid undermining the existing footing and until the Engineer has, in writing, approved the plan.

Attention is directed to the requirements noted on the plans at each site concerning order of structure excavation and order of structure backfill at the abutments.

10-1.03 WATER POLLUTION CONTROL

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

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002 issued by the State Water Resources Control Board. This General Permit, hereafter referred to as the "Permit," regulates storm water discharges associated with construction activities.

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 and the General Permit 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 and the Permit are also available for review at the Department of Transportation, District 08, Environmental Technical Branch, 464 West Fourth Street, San Bernardino, California 92402.

The Contractor shall become fully informed of and comply with the applicable provisions of the Handbook, Permit 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. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction activities.

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

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Handbook, Permit and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to any remedy authorized by law, so much of the money due the Contractor under the contract that shall be considered necessary by the Department may be retained by the State of California until disposition has been made of the costs and liabilities.

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

1. The Department will give the Contractor 30 days notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment made after acceptance of the contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.

3. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Sections 7-1.11, "Preservation of Property," 7-1.121, "Indemnification," and 7-1.122, "Insurance," of the Standard Specifications.

The Contractor shall, at reasonable times, allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, U. S. Environmental Protection Agency and local storm water management agency, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the construction site and the Contractor's facilities pertinent to the work;
2. Have access to and copy any records that must be kept as specified in the Permit;
3. Inspect the construction site and related soil stabilization practices and sediment control measures; and
4. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, the requirements of the Permit and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be deemed to fulfill the requirements of Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

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

Within 30 days after the approval of the contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Contractor shall allow 15 days for the Engineer to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 15 days of receipt of the Engineer's comments and shall allow 15 days for the Engineer to review the revisions. Upon the Engineer's approval of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

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

The SWPPP shall incorporate control measures in the following categories:

1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Non-storm 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 SWPPP 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 SWPPP and implement on the project the control measures necessary to meet the objectives of the SWPPP. The Contractor shall document the selection process in accordance with the procedure specified in the Handbook.

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

1. Source Identification;
2. Erosion and Sediment Controls;

3. Non-Storm Water Management;
4. Waste Management and Disposal;
5. Maintenance, Inspection and Repair;
6. Training;
7. List of Contractors and Subcontractors;
8. Post-Construction Storm Water Management;
9. Preparer;
10. A copy of the Notice of Intent (NOI) submitted by the Department for this project;
11. Copy of the General Permit;
12. BMP Consideration Checklist;
13. SWPPP Checklist;
14. Schedule of Values; and
15. Water Pollution Control Drawings.

The Contractor shall amend the SWPPP, 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 SWPPP shall also be amended if it is in violation of any condition of the Permit, or has not effectively 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 SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, U.S. Environmental Protection Agency or local storm water management agency. Requests by the public shall be directed to the Engineer.

By June 15 of each year, the Contractor shall submit an annual certification to the Engineer stating compliance with the requirements governing the Permit. If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 days of identification of non-compliance.

SCHEDULE OF VALUES

The Contractor shall submit with the SWPPP, for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for water pollution control. The schedule of values shall reflect the items of work, quantities and costs for control measures shown in the SWPPP, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work. Adjustments in the items of work and quantities listed in the schedule of values shall be made when required to address approved amendments to the SWPPP.

The sum of the amounts for the units of work listed in the schedule of values shall be equal to the contract lump sum price for water pollution control.

If approved in writing by the Engineer, the schedule of values will be used to determine progress payments for water pollution control during the progress of the work, and as the basis for calculating any adjustment in compensation for the contract item for water pollution control due to changes in the work ordered by the Engineer.

SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the SWPPP 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 SWPPP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these special provisions.

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

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

Throughout the winter season, the active, soil-disturbed area of the project site shall be no more than 5 acres. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall

demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the SWPPP.

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

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

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

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

MAINTENANCE

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

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

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

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

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

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising and amending the SWPPP as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

1. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
2. After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in accordance with Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing, constructing, maintaining,

removing and disposing of control measures, except those shown on the project plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Changes in control measures required by an approved amendment to the SWPPP, except changes to those control measures shown on the project plans and for which there is a contract item of work, will be considered extra work, in accordance with Section 4-1.03D of the Standard Specifications and the following:

If the control measure is listed in the approved SWPPP schedule of values, an adjustment in compensation for the contract item for water pollution control will be made by applying the increase or decrease in quantities to the approved schedule of values. No adjustment of compensation will be made to the unit price listed for any item in the schedule of values due to any increase or decrease in the quantities, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," shall not apply to items listed in the schedule of values.

If the control measure is not listed in the approved SWPPP schedule of values, payment will be made by force account.

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

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

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

10-1.04 TEMPORARY DESERT TORTOISE FENCES

A temporary desert tortoise fence shall be furnished and constructed, maintained, and later removed as shown on the plans, as specified in these special provisions, and as directed by the Engineer. Temporary tortoise fence shall be constructed as a first order of work.

Attention is directed to "ORDER OF WORK" of these special provisions.

Metal posts shall conform to the provision in ASTM Designation: A702, except that packaging of posts will not be required. Hardware cloth shall be commercial quality and shall be approved by the Engineer.

Used materials may be installed providing the used materials are good, sound, and are suitable for the purpose intended, as determined by the Engineer.

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

Temporary tortoise fence that is damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work as determined by the Engineer, temporary fences shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary tortoise fences shall be backfilled in accordance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Temporary tortoise fence will be measured and paid for by the meter of fence constructed.

The contract price paid per meter for temporary tortoise fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in temporary tortoise fence, complete in place, including maintaining, removing and disposing of temporary tortoise fence, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.05 COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

In the event of a loss caused to the Contractor due to unnecessary delays or failure to finish the work within the time specified for completion caused by another contractor under contract with the Department performing work for the State, the State will reimburse the delayed contractor in conformance with the provisions in Section 8-1.09 "Right of Way Delays," of

the Standard Specifications. Deductions will be made from any moneys due or that may become due the contractor causing the loss or delay.

10-1.06 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). Contractor's attention is directed to "Cooperation" and "Obstructions" elsewhere in 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:

Activity.—Any task or item of work that shall be performed in order to complete a project.

Baseline Schedule.—The initial CPM progress schedule as accepted by the Engineer representing the Contractor's original work plan.

Concurrent Delay.—Two or more delays on the critical path that occur at the same time.

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.

Contractor Delay.—A delay that extends the time required to complete a controlling operation caused by and within the control of the Contractor, his subcontractor at any tier or suppliers.

Controlling Operation.—A feature of work or activity on the critical path.

Critical Path.—In a project network, the sequence of activities yielding the longest path in a CPM analysis necessary to complete the project.

Critical Path Method (CPM).—A mathematical calculation method 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.

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."

Early Completion Time.—The difference in time between the contract completion date and the current State-accepted scheduled completion date.

Excusable Delay.—A delay as defined in Section 8-1.07, "Liquidated Damages," of the Standard Specifications where the Contractor may be granted an extension of time commensurate with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications with no entitlement for adjustment in compensation.

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.

Free Float.—The amount of time an activity can be delayed before delaying a subsequent activity.

Fragnet.—A section or fragment of the network diagram comprised of a group of activities.

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.

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 any other topics related to job progress or scheduling.

Near Critical Path.—A path having 10 working days or less of total float.

Punch List.—A list of details needing attention to complete task or work for both contract item and extra work.

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.

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.

State Delay.—A delay that is attributable solely to the State, is beyond the control of the Contractor, and extends the time required to complete a controlling operation.

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.

Time Impact Analysis.—An analysis demonstrating the estimated time impact of a contract change order, delay or other event on the scheduled completion date.

Total Float.—The amount of time that an activity may be delayed without delaying the scheduled completion date.

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 also conform to the following requirements:

1. Latest industry-available Intel Pentium processor, Motorola RISC processor or equivalent.
2. Latest computer operating system software compatible with the selected processor, either Windows or MACINTOSH.
3. Minimum of 128 megabytes of random access memory (RAM).
4. Internal drives, including: one 4-gigabyte minimum hard disk drive, one 1.44 megabyte 3.5-inch floppy disk drive, one Iomega Jaz drive with two 1-gigabyte minimum cartridges, and one 32x speed CD-ROM drive.
5. Internal fax/modem, latest speed and software version of U.S. Robotics, 3COM or equivalent.
6. A 17-inch minimum, color monitor capable of at least 1,024 x 768 pixels.
7. A color-ink-jet-type, E-size plotter with a minimum 8 megabytes RAM, capable of 300 dots per inch color, 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.
8. 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.
9. A manual parallel cable switching device, with connecting cables, allowing the user to alternate printing between the plotters.
10. 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.
11. General software shall be latest versions of Microsoft Office Professional and McAfee VirusScan virus protection. The general software shall be compatible with the hardware provided.
12. 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 to the Engineer for approval 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.

Contractor delays that are concurrent with State delays may be excusable, but are not compensable. Other Contractor delays are not excusable. Changes or delays that do not affect the controlling operation or operations on the critical path will not be considered as the basis for a time adjustment.

The State will be responsible for the impacts of: State delays; State's action or lack of action; utility companies who perform work on the project or impact the project schedule as set forth in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications; and other contractors working directly for the State who impact the project or project schedule as specified in "Cooperation" of these special provisions. The Contractor shall mitigate these delays and impacts, and shall minimize the costs of these delays and impacts. If an unanticipated State delay or project impact results in an increased cost to the Contractor, the Contractor will be entitled to an adjustment in compensation in conformance with the provisions in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

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, relative 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:

1. Physical breakdown of the project;
2. 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;
3. Type of work to be performed, the sequences, and the activities to be performed by subcontractors;
4. Procurement, submittal, submittal review, manufacture, test, delivery, and installation of major materials and equipment that require approval;
5. 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;
6. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, railroads, and utilities as indicated in these special provisions;
7. Identification of each utility relocation or interface as a separate activity;
8. Batch plant erection and plant certification;
9. Erection and removal of falsework or shoring;
10. Submission and approval of reports or results for major tests, such as that for pile loading or traffic controllers;
11. 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;
12. Punch-list and final clean-up.
13. State owned float as the last activity in the schedule, at the end of which is the Scheduled Completion Date.
14. 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 will be allowed to show an early or late scheduled completion date on schedule updates and revisions. The Engineer shall 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 be allowed 20 days to review and accept or reject the baseline schedule. The Engineer shall be allowed 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 any schedule does not relieve the Contractor from 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 in 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 all 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 (8 1/2" x 11" size) shall be submitted to the Engineer and shall include at a minimum, the following:

1. Data date;
2. Predecessor and successor activity numbers and descriptions;
3. Activity number and description;
4. Activity code(s);
5. Scheduled, or actual and remaining durations for each activity;
6. Earliest start date (by calendar date);
7. Earliest finish date (by calendar date);
8. Actual start date (by calendar date);
9. Actual finish date (by calendar date);
10. Latest start date (by calendar date);
11. Latest finish date (by calendar date);
12. Free Float, in work days;
13. Total Float, in work days;
14. Percentage of activity complete and remaining duration for incomplete activities;
15. Lag(s); and
16. 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 (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:

1. Contractor's Transmittal Letter
2. Work completed during the period
3. Identification of any unusual resources: manpower, material, or equipment restrictions or use, including multiple shifts, six day weeks, specified overtime, or work at times other than regular days or hours
4. Description of the current critical path
5. Changes to the critical path since the last schedule submittal
6. Description of problem areas
7. Current and anticipated delays
 - a. Cause of the delay
 - b. Impact of the delay on other activities, milestones, and completion dates
 - c. Corrective action and schedule adjustments to correct the delay
8. Pending items and status thereof
 - a. Permits
 - b. Change Orders
 - c. Time Adjustments
 - d. Non-Compliance Notices
9. Contract completion date(s) status
 - a. Ahead of schedule and number of days
 - b. Behind schedule and number of days
 - c. If date changes, explain the cause

10 Attached Updated Network Diagram and Reports

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

1. Two sets of originally-plotted, time-scaled network diagram(s);
2. Two copies of each of the three sorts of the CPM software-generated tabular reports (8 1/2" x 11" size);
3. One 1.44-megabyte 3.5 inch floppy diskette containing the schedule data.
4. 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, and to permit monitoring and evaluation of progress, and the analysis of time impacts. The baseline schedule shall depict how the Contractor plans to complete the whole work involved, and shall show 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 any 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:

1. There is a significant change in the Contractor's operations that affects the critical or near critical path(s).
2. 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.
3. 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 said 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 delay impacts.

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.

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 in these special provisions, and as directed by the Engineer. Payments for the progress schedule (critical path) contract item will be made as follows:

1. 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.
2. 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.
3. 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.
4. 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.

10-1.07 OBSTRUCTIONS

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

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

10-1.08 MOBILIZATION

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

10-1.09 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.

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.

The second sentence of the third paragraph in Section 12-3.02, "Barricades," of the Standard Specifications is amended to read:

The entire area of orange and white stripes shall be Type I, engineering grade, or Type II, super engineering grade, retroreflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.

The third paragraph in Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications is amended to read:

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

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

Rectangular signs over 1375 mm measured along the horizontal axis, and diamond-shaped signs 1500 mm and larger shall be framed unless otherwise specified. Frames shall be constructed in conformance with the requirements of the Department's "Framing Details for Sheet Aluminum Signs," Sheets 1 through 4 and Table 1 on Sheet 5.

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

The second paragraph in Section 12-3.06B, "Portable Signs," of the Standard Specifications is amended to read:

Sign panels for portable signs shall conform to the provisions of sign panels for stationary mounted signs in Section 12-3.06A, "Stationary Mounted Signs," or shall be Type VI reflective sheeting as specified in the special provisions, or shall be cotton drill fabric, flexible industrial nylon fabric, or other approved fabric. Fabric signs shall not be used during the hours of darkness. Size, color, and legend requirements for portable signs shall be as described for stationary

mounted sign panels in Section 12-3.06A. The height to the bottom of the sign panel above the edge of traveled way shall be at least 0.3-m.

The third paragraph in Section 12-3.06B, "Portable Signs," of the Standard Specifications is deleted.

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.

Type VI reflective sheeting for sign panels for portable construction area signs shall conform to the provisions in "Approved Traffic Products" of these special provisions.

10-1.10 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 Section entitled "Public Safety" elsewhere in 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 the section of these special provisions entitled "Traffic Control System for Lane Closure."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

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

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

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 them in writing. All other modifications will be made by contract change order.

Chart No. 1 Multilane Lane Requirements																								
Location:Northbound 08-SBd-15-KP 258.1/KP 261.8																								
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
Tuesdays 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														
Saturdays																								
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
Day before designated legal holiday and designated legal holidays																								
Mondays and day after designated legal holidays								1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Legend: <input type="checkbox"/> 1 One lane open in direction of travel <input type="checkbox"/> No lane closure allowed																								
REMARKS: Lane closures permitted only when work in the closed lane is actively in progress and shall not exceed 20 hours in duration.																								

Chart No. 2																								
Multilane Lane Requirements																								
Location: Southbound 08-SBd-15-KP 258.1/KP 261.8																								
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
Tuesdays 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									
Sundays																								
Day before designated legal holidays	1	1	1	1	1	1	1	1	1	1	1	1												
Designated legal holidays																								
Mondays and day after designated legal holidays																			1	1	1	1	1	1

Legend:

1 One lane open in direction of travel

No lane closure allowed

REMARKS: Lane closures permitted only when work in the closed lane is actively in progress and shall not exceed 20 hours in duration.

Chart No. 3																								
Ramp Lane Requirements																								
Location: Northbound 08-SBd-15-KP 258.1/KP 261.8 (Cima Road and rest area)																								
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									
Fridays																								
Saturdays																								
Sundays																								
Day before designated legal holiday																								
Designated legal holidays																								

Legend:

1 A minimum of one paved traffic lane, not less than 3.0 m wide, shall be open for use by public traffic

X Ramp may be closed

No work that interferes with public traffic will be allowed

REMARKS: Ramp and rest area shall be closed permanently during stage 3 construction.

Chart No. 4 Ramp Lane Requirements																								
Location: Southbound 08-SBd-15-KP 258.1/KP 261.8 (Cima Road & rest area)																								
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
Tuesdays through Thursdays								X	X	X	X	X	X	X	X									
Fridays								X	X	X	X	X	X	X	X									
Saturdays																								
Sundays																								
Day before designated legal holiday																								
Designated legal holidays																								
Legend: <input type="checkbox"/> 1 A minimum of one paved traffic lane, not less than 3.0 m wide, shall be open for use by public traffic <input checked="" type="checkbox"/> X Ramp may be closed <input type="checkbox"/> No work that interferes with public traffic will be allowed																								
REMARKS: Ramp and rest area shall be closed permanently during stage 4 construction Add signs "BOTH Rest Areas Closed" " No Parking" when either rest area is closed.																								

10-1.11 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 next 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 closure schedule request forms furnished by the Engineer for this purpose. Closure schedules submitted with incomplete, unintelligible or inaccurate information will be returned for correction. The Contractor will be notified of disapproved closures or closures that will require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of any 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 by 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 next 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.

10-1.12 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

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

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take the 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 type lane closures. During all other operations traffic shall be controlled with stationary type lane closures. The Contractor's 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 any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

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

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 its use is completed.

MOVING TYPE 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 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 crash cushions (TMCC) for use in moving lane closures shall be any of the following approved models, or equal:

Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000, Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.

Distributor(Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.

Distributor(Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.

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.

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 TMCC shall be individually identified with the manufacturer's name, address, TMCC 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 TMCC shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMCC shall be _____ mm \pm _____ mm above the ground at all points for proper impact performance." Any TMCC 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 TMCCs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMCCs in accordance with the standards established by the Transportation Laboratory Structures Research Section.

Approvals for new TMCC designs proposed as equal to the above approved models shall be in accordance with the procedures (including crash testing) established by the Transportation Laboratory Structures Research Section. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, Structures Research Section, P.O. Box 19128, 5900 Folsom Boulevard, Sacramento, CA 95819.

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

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 as 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.

10-1.13 TRAFFIC HANDLING FOR CROSSOVER

Traffic handling for crossover shall consist of construction area traffic control devices, temporary pavement delineation in accordance with the details shown on the plans, the provisions of section 12., "Construction Area Traffic Control Devices," of the standard specifications, the provisions under "Maintaining Traffic," "Construction Area Signs," "Temporary Pavement Delineation," and "Barricades" elsewhere in these special provisions and these special provisions.

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

Payment for traffic handling for crossover shall be paid for under traffic control system and shall include full compensation for furnishing all labor, materials (including signs, barricades, temporary pavement markers), tools, equipment and incidentals, and for doing all the components for the traffic control as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.

10-1.14 TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURES

At the times and locations specified under "Maintaining Traffic" of these special provisions, ramps shall be closed in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

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

If any component used for closing a ramp is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

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

Full compensation for providing the ramp closures shown on the plans (including signs) shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

Rest area on northbound Route 15 shall be closed during stage 3 construction, and the rest area on southbound Route 15 shall be closed during stage 4 construction only.

10-1.15 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the 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 which is 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 DELINEATION

Whenever lanelines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline delineation to be provided for that area shall be temporary reflective pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary reflective pavement markers shall be the same color as the laneline the pavement markers replace. Temporary reflective 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.

Temporary reflective 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 to place pavement markers in areas where removal of the pavement markers will be required.

Temporary laneline delineation consisting entirely of temporary reflective pavement markers placed on longitudinal intervals of not more than 7.3 m shall be used on lanes opened to public traffic for a maximum of 14 days. 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 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 reflective pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary reflective pavement markers or

used for temporary laneline delineation for those areas where temporary laneline 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:

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.

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, or traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 m; or temporary reflective 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.

100-mm wide traffic stripe placed for 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.

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 the section of these special provisions entitled "Pavement Markers," 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.

Temporary painted traffic stripe shall conform to "Painted Traffic Stripes and Pavement Markings" of the Standard Specifications and these special provisions, except for payment and the number of coats shall be, at the option of the Contractor, either one or 2 coats 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 as temporary traffic stripe (paint).

When painted traffic stripe is specified for temporary left edgeline delineation, temporary reflective 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 reflective 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 location 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 reflective 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 reflective pavement markers for long term day/night use (6 months or less) listed in "Approved Traffic Products" of these special provisions, in place of the temporary traffic stripe tape or 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. Reflective pavement markers conforming to the provisions of "Pavement Markers" of these special provisions may be used in place of temporary reflective pavement markers for long term day/night use (6 months or less) except to simulate patterns of broken traffic stripe. Placement of the reflective pavement markers used for temporary pavement markers shall conform to "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.

MEASUREMENT AND PAYMENT

Temporary traffic stripe (paint) will be measured and paid for in the same manner as specified for paint traffic stripe (1-coat specified in Section 84-3.06, "Measurement," and Section 84-3.07, "Payment," of the Standard Specifications. Full compensation for removing temporary traffic stripe (paint), when no longer required, shall be considered as included in the contract unit price paid for temporary traffic stripe (paint) and no separate payment will be made therefor.

Temporary pavement markers, shown on the plans, will be measured and paid for as units in the same manner specified for reflective pavement markers as provided 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.

10-1.16 BARRICADES

Barricades shall be furnished, placed, and maintained at locations shown on the plans, specified in the Standard Specifications or in these special provisions or designated by the Engineer. Barricades shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Type II reflective sheeting for stripes on barricade rail faces shall conform to the provisions in "Approved Traffic Products" of these special provisions.

At the time of completion of the project, certain barricades shall be left in place as directed by the Engineer. In addition to the contract unit price or prices paid for the type or types of barricades, the cost of leaving the barricades in place will be paid for at the contract unit price for barricade (left in place).

Construction area sign and marker panels conforming to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications shall be installed on barricades as directed by the Engineer at the locations shown on the plans.

Sign panels for construction area signs and marker panels installed on barricades shall conform to the provisions in Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications.

Full compensation for furnishing, installing, maintaining, and removing construction area signs and markers on barricades shall be considered as included in the contract unit price or prices paid for the type or types of barricade and no separate payment will be made therefor.

Barricades shown on the plans as part of a traffic control system will be paid for as provided in "Traffic Control System for Lane Closure," of these special provisions, and will not be included in counts for payment for barricades.

10-1.17 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations directed by the Engineer and shall conform to the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" of these special provisions concerning the use of the portable changeable message signs.

Portable changeable message signs shall remain at the project site and shall be available for use prior to performance of any work requiring the use of said sign. The sign shall remain at each location of the project site, fully operational, until all items of work are complete.

Whenever the Contractor is not available, the Engineer shall have access to the portable changeable message signs for the purpose of alternating the messages.

At least two portable changeable message signs shall be available to be placed in a project location prior to closing a lane to public traffic. Each sign shall be placed in advance of the traffic control system used to close the lane and shall remain in place as long as the lane is closed to public traffic and shall be removed when directed by the Engineer.

At least two portable changeable message signs shall be available to be placed in a project location whenever construction work is actively in progress at that location. The Contractor will activate and deactivate these signs as directed by the Engineer.

10-1.18 TEMPORARY RAILING

Temporary railing (Type K) shall be placed as shown on the plans, specified in the Standard Specifications or in these special provisions or 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.

The fourth paragraph of Section 12-4.01, "Measurement and Payment," of the Standard Specifications is amended to read:

When the Engineer's Estimate includes a contract item for temporary railing (Type K), the temporary railing (Type K) will be measured by the meter along the top of the railing, at each location shown on the plans, specified, or ordered by the Engineer. If the Engineer orders a lateral move of the temporary railing (Type K), and the repositioning is not shown on the plans, moving the temporary railing will be paid for as extra work as provided in Section 4-1.03D and the temporary railing will not be measured in the new position. Temporary railing (Type K) placed in excess of the length shown, specified, or ordered will not be paid for. The contract price paid per meter for temporary railing (Type K) shall include full compensation for furnishing all labor, materials (including reinforcement and Type P marker panels), tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, maintaining, repairing, replacing, and removing the temporary railing, including excavation and backfill, drilling holes and bonding threaded rods or dowels when required, removing threaded rods or dowels and filling the drilled holes with mortar, furnishing and installing reflectors, and moving and replacing removable panels as required, complete in place, as shown on the plans, as specified in these Specifications and the special provisions, and as directed by the Engineer.

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

Temporary railing (Type K), conforming to the details shown on 1995 Standard Plan T3 or 1992 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

The Contractor's attention is directed to the provisions in "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.

10-1.19 CHANNELIZERS

Channelizers shall be surface mounted type and shall be furnished, placed, and maintained at the locations shown on the plans and 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.

At the time of completion of the project, certain channelizers shall be left in place as directed by the Engineer. In addition to the contract unit price paid for channelizer (surface mounted), the cost of leaving the channelizers in place will be paid for at the contract unit price for channelizer (surface mounted) (left in place).

When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place) 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.

10-1.20 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, specified in the special provisions or directed by the Engineer. The

grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in accordance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety" 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 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.

Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734

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, national distributor; Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.

Distributor: Singletree Sales Company, 1533 Berger Drive, San Jose, CA 95112, Telephone 1-800-822-7735, FAX 1-408-287-1929.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified above may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

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

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at 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 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.

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

MEASUREMENT AND PAYMENT

Temporary crash cushion modules will be measured by the unit 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 accordance with the provisions in "Public Safety" elsewhere in 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 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 work involved in furnishing, installing, maintaining, moving and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) the sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in these special provisions and as directed by the Engineer.

10-1.21 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.

The existing aluminum railing, the aluminum posts, and any shims under the aluminum posts, including any damaged portions of the aluminum railings that are part of the existing structures, shall be salvaged.

Except as otherwise provided for damaged materials in Section 15-2.04, "Salvage," of the Standard Specifications, the materials to be salvaged shall remain the property of the State, and shall be cleaned, packaged, bundled, tagged, and hauled to the District Recycle Center at the Magana-Ortega Maintenance Station at 451 Slover Avenue, Bloomington, California, 92316.

The Contractor shall notify the Engineer and the District Recycle Coordinator, telephone (909) 877-9209 a minimum of 48 hours prior to hauling salvaged material to the Recycle Center.

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, CA, Fax (916) 227-8357, and are available at the Office of Structure Maintenance and Investigations, Los Angeles, CA, Telephone (213) 897-6156.

Plans of 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 existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

10-1.21A REMOVE PIPE

Existing pipes, where shown on the plans shall be removed and disposed of.

10-1.21B SALVAGE METAL BEAM GUARD RAILING

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

Salvaged metal beam guard railing materials shall be hauled to 94200 Clark Mountain Road, Mountain Pass, CA 92366 and stockpiled.

Existing concrete anchors shall be removed to a depth of not less than 0.3-m below subgrade or 0.3-m below finished grade, whichever is greater in depth. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for salvage metal beam guard railing and no separate payment will be made therefor.

10-1.21C REMOVE PAVEMENT MARKERS

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

10-1.21D REMOVE FENCE

Existing fence between wingwall and tortoise fence for 10 bridges shall be removed and disposed of.

10-1.21E REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS

Traffic stripes and pavement markings to be removed shall be removed at the locations shown on the plans and at the locations designated by the Engineer.

The first paragraph of Section 15-2.02B, "Traffic Stripes and Pavement Markings," of the Standard Specifications is amended to read:

15-2.02B Traffic Stripes and Pavement Markings.— Traffic stripes and pavement markings shall be removed by any method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. Where grinding is used, the pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

Section 15-2.07, "Payment," of the Standard Specifications is amended by adding the following paragraph:

Full compensation for any additional grinding outside the limits of the existing pavement marking image to obtain a rectangular area shall be considered as included in the contract price paid for the item of work involved 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.

10-1.21F REMOVE DRAINAGE FACILITIES

Existing flared end section where shown on the plans to be removed, shall be completely removed and disposed of.

10-1.21G 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 to a neat line. The cut shall be a minimum depth of 50 mm.

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

The dike shall be disposed of outside the highway right of way. The disposal shall conform to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

10-1.21H RECONSTRUCT METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be reconstructed, shall be reconstructed as shown on the plans.

Attention is directed to "Order of Work" of these special provisions regarding the reconstruction of guard railing at locations exposed to public traffic.

Existing metal beam guard railing to be reconstructed shall be disassembled by removing the rail elements, end sections, terminal sections, and return sections from the posts and blocks. Posts and blocks shall be removed completely and concrete anchors shall be removed to a depth of not less than 0.3-m below the adjacent finished grade.

New posts, blocks, and hardware shall be added as necessary to conform to the post spacing shown on the plans for new metal beam guard railing. New posts and blocks shall be alternated with existing posts and blocks in the new location. New posts, blocks, and hardware shall conform to the provisions in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

New posts and blocks shall be furnished and used to reconstruct metal beam guard railing. Posts and blocks from the removed guard railing shall be disposed of. New posts and blocks shall conform to the provisions in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

Full compensation for furnishing and installing additional new posts, blocks, and hardware, and for removing, disposing, and salvaging of metal components, including cable anchor assemblies, not used in the reconstruction work shall be considered as included in the contract price paid per meter for reconstruct metal beam guard railing and no separate payment will be made therefor.

Existing object markers shall be removed for widening of the bridges, stored by the Contractor and reset after the new metal beam guard railing has been constructed prior to opening the roadway to public traffic. Full compensation for removing, resetting and storing bridge object markers, shall be considered as included in the contract price paid various items of works and no separate payment will be made therefor.

10-1.21I RELOCATE ROADSIDE SIGNS

Existing roadside signs shall be relocated as shown on the plans.

Each roadside sign shall be relocated on the same day that the sign is removed.

Two holes shall be drilled in each existing post as required to provide a breakaway feature as shown on the plans.

10-1.21J 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 as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

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

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 45 mm will not be allowed at any time between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (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 all 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 accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

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 accordance with the provisions in Section 7-1.13 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, as specified in these special provisions and as directed by the Engineer.

10-1.21K BRIDGE REMOVAL

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

Bridge removal shall include the complete removal of the bridges, including removal of existing footings, except where shown on the plans that a portion of the structure may remain in place but shall be removed 1 meter below grade. Bridge removal shall include the removal of the retaining walls between and on the outside of the existing structures, including removal of the existing reinforced concrete footings there. Bridge removal shall also include the removal of approximately 150 mm thickness of asphalt concrete overlay on the entire surface of each existing bridge in this project.

The Contractor's attention is directed at all bridge sites to the requirements on the plans regarding the removal of strutted abutments.

The Contractor's attention is directed to the temporary support forces, as shown on the plans and as described in these special provisions, which the Contractor shall provide at all times to maintain stability of each existing abutment during stage II construction."

(Location A)
HOT WASH BRIDGE (Replace)
(Bridge No. 54-0544 R)

This is an 8 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 49 meters long and 13 meters wide.

(Location B)
HOT WASH BRIDGE (Replace)
(Bridge No. 54-0544 L)

This is an 8 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 49 meters long and 13 meters wide.

(Location C)
WEST VALLEY WELLS DITCH BRIDGE (Replace)
(Bridge No. 54-0296 R)

This is a 4 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 25 meters long and 13 meters wide.

(Location D)
WEST VALLEY WELLS DITCH BRIDGE (Replace)
(Bridge No. 54-0296 L)

This bridge was originally constructed as a 4 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls between the bridges are precast reinforced concrete strutted walls, anchored to deadman anchorages. The original bridge was approximately 25 meters long and 13 meters wide. This structure was later widened. The widened portion is a cast-in-place continuous 4 span reinforced concrete deck slab with cast in place reinforced concrete strutted abutments. The retaining walls to the North, placed with the widening, are cast in place reinforced concrete Type 1A cantilever retaining walls on spread footings. The widened portion is approximately 25 meters long and 6 meters wide maximum and varies. The bridge railing on the original portion of this structure is Type 1. The bridge railing on the widened portion of this structure is concrete barrier, Type 25.

(Location E)
VALLEY WELLS DITCH BRIDGE (Replace)
(Bridge No. 54-0297 R)

This is a 2 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 12 meters long and 13 meters wide.

(Location F)
VALLEY WELLS DITCH BRIDGE (Replace)
(Bridge No. 54-0297 L)

This is a 2 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 12 meters long and 13 meters wide.

(Location G)
WINDMILL STATION DITCH BRIDGE (Replace)
(Bridge No. 54-0299 R)

This is a 4 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 25 meters long and 13 meters wide.

(Location H)
WINDMILL STATION DITCH BRIDGE (Replace)
(Bridge No. 54-0299 L)

This is a 4 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 25 meters long and 13 meters wide.

(Location I)
WELLS DITCH BRIDGE (Replace)
(Bridge No. 54-0300 R)

This is a 6 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 37 meters long and 13 meters wide.

(Location J)
WELLS DITCH BRIDGE (Replace)
(Bridge No. 54-0300 L)

This is a 6 span bridge with simply supported inverted "U" precast reinforced concrete deck panels and precast reinforced concrete closed end diaphragm strutted abutments. Existing retaining walls are precast reinforced concrete strutted walls, anchored to deadman anchorages. Bridge railing is Type 1. This bridge is approximately 37 meters long and 13 meters wide.

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 accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The Contractor shall submit a complete bridge removal plan to the Engineer detailing procedures and sequence for removing portions of bridge, including all features necessary to remove the bridges in a safe and controlled manner.

The existing deadman anchors shall not be removed nor made unable to provide their present load resistance until they are no longer needed and the Engineer has given permission, in writing, to remove them or make them unable to provide their present load resistance. The deadman anchors may remain in place.

If the Contractor chooses to build an access road under the existing bridges he shall submit an access road excavation plan to the Engineer for approval before any soil removal begins. The Engineer will be allowed 3 weeks to approve the Contractor's access road removal plan, and, the Contractor shall not begin access road excavation until the Engineer gives his approval, in writing, to begin the work. Should the Engineer fail to approve or reject the Contractor's plan within the time specified and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in approving the Contractor's access road excavation plan, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays."

Rock slope protection was placed at Abutment 9 , right bridge, at Hot Wash bridge, and at Abutment 3, right bridge, at Valley Wells bridge, to protect against storm damage. The removal of the portion of the rock slope protection which interferes with new construction will be removed as directed by the Engineer and will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The bridge removal plan shall be furnished for, and shall include the following:

Bridge No. 54-0544 R/L

Contract No. <<Dist>>-<<Contract_No>>

Bridge No. 54-0296 R/L

Bridge No. 54-0297 R/L

Bridge No. 54-0299 R/L

Bridge No. 54-0300 R/L

The bridge removal sequence for the entire structure, including staging of bridge removal;
Equipment locations on the structure during removal operations;
Temporary support shoring or temporary bracing;
Locations where work is to be performed adjacent to traffic; and
Details and locations of other measures to assure that people, property and improvements will not be endangered.

Temporary support shoring, and temporary bracing, as required, shall be designed and constructed in conformance with the provisions in Section 51-1.06, "Falsework," of the Standard Specifications and the following:

Removal work on the left bridge at each of the 5 sites shall not begin until the right bridge is complete and all traffic is shifted to the new right bridge unless otherwise approved in writing by the Engineer.

The Contractor shall submit to the Engineer working drawings, with design calculations, for the proposed bridge removal plan. The bridge removal plan shall be prepared by an engineer who is registered as a Civil Engineer in the State of California. The design calculations shall be adequate to demonstrate the stability of the structure during all stages of the removal operations. Calculations shall be provided for each stage of bridge removal and shall include dead and live load values assumed in design of protective cover. At a minimum, a stage will be considered to be removal of the deck, the soffit, or the girders, in any span; or walls, bent caps or columns at support locations.

The bridge removal plan shall conform to the requirements in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The number of sets of drawings and design calculations and times for review for any bridge removal plans shall be the same as specified for falsework working drawings in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications.

The time to be provided for the Engineer's review of the working drawings for removing specific structures, or portions thereof, shall be as follows:

Structure or Portion of Structure	Review Time - Weeks
Hot Wash Bridge (Bridge No. 54-1204 R/L)	5 weeks
West Valley Wells Bridge (Bridge No. 54-1205 R/L)	5 weeks
Valley Wells Ditch Bridge (Bridge No. 54-1206 R/L)	5 weeks
Windmill Station Ditch Bridge (Bridge No. 54-1207 R/L)	5 weeks
Wells Ditch Bridge (Bridge No. 54-1208 R/L)	5 weeks

Approval by the Engineer of the bridge removal plans or field inspection performed by the Engineer will in no way relieve the Contractor of full responsibility for the bridge removal plan and procedure.

Prior to proceeding with bridge removal where bridge removal plan is required, an engineer for the Contractor who is registered as a Civil Engineer in the State of California shall inspect the temporary support shoring, including temporary bracing and protective coverings, for conformity with the working drawings. The Contractor's registered engineer shall certify in writing that the temporary support shoring, including temporary bracing and protective coverings, substantially conform to the details on the working drawings, and that the material and workmanship are satisfactory for the purpose intended. A copy of this certification shall be available at the site of the work at all times.

10-1.21L TEMPORARY SUPPORTS

At all East bound bridges, temporary supports shall be provided at abutments to support the temporarily retained portion of existing structures which will continue to carry public traffic during partial bridge removal and reconstruction.

The temporary supports shall be designed, furnished, constructed, monitored, maintained and removed in accordance with the requirements of these special provisions.

Temporary supports, supporting the forces shown on the plans, shall be in place at abutments before bridge removal begins.

Construction sequence and application of temporary support jacking loads at abutments shall be as shown on the plans. The Contractor may propose to change the construction sequence, the location of the temporary supports, and the temporary support loads. The Contractor shall submit proposed changes including modified temporary support loads. Proposed changes shall be subject to the Engineer's approval.

Temporary supports shall include jacking assemblies and appurtenant items necessary to apply the forces to the abutments as shown on the plans.

Attention is directed to the section, "Order of Work," of these special provisions regarding the construction sequences.

Approval by the Engineer of the temporary support working drawings or temporary support inspection performed by the Engineer will in no way relieve the Contractor of full responsibility for the temporary supports.

TEMPORARY SUPPORT DESIGN AND DRAWINGS.--The Contractor shall submit to the Engineer working drawings and design calculations for the temporary supports. Such drawings and design calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California. The temporary support working drawings and design calculations shall conform to the requirements in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The number of sets of drawings and design calculations and times for review for temporary supports shall be the same as specified for falsework working drawings in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications. In addition, the Contractor shall submit, in written detail, including working drawings, the Contractor's plan to maintain the temporary support loads in the event of inclement weather resulting in water flow in the channel.

In addition to the requirements in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications, the following requirements shall apply:

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
Hot Wash Bridge Br. No. 54-0544 R	3 weeks
West Valley Wells Bridge Br. No. 54-0296 R	3 weeks
Valley Wells Ditch Bridge Br. No. 54-0297 R	3 weeks
Windmill Station Ditch Bridge Br. No. 54-0299 R	3 weeks
Wells Ditch Bridge Br. No. 54-0300 R	3 weeks

Working drawings for any part of the temporary supports shall include stress sheets, anchor bolt layouts, shop details, erection and removal plans.

The temporary support working drawings shall include descriptions and values of all loads, including construction equipment loads, descriptions of equipment to be used, complete details and calculations for jacking and supporting the existing structure, and descriptions of the displacement monitoring system. The displacement monitoring system shall include equipment to be used, location of control points, method and schedule of taking measurements, and shall also include provisions to jack the structure should settlement occur in the temporary supports.

A redundant system of supports shall be provided during the entire jacking operation for backup should any of the jacks fail. The redundant system shall include stacks of steel plates added as necessary to maintain the redundant supports at each jack location within 6 mm of the jacking sill or corbels.

Temporary supports may be supported on the existing footings. The foundation of the temporary supports shall be placed a clear distance away from the outside dimension of the new footing to allow adequate room for excavation, bridge footing concrete removal, and backfill operations.

When footing type foundations are to be used, the Contractor shall determine the bearing value of the soil and shall show the values assumed in the design of the temporary supports on the temporary support drawings. Anticipated temporary support foundation settlement shall be shown on the temporary support drawings.

When pile type foundations are to be used, the temporary support drawings shall show the maximum horizontal distance that the top of a temporary support pile may be pulled in order to position it under its cap. The temporary support plans shall also show the maximum allowed deviation of the top of the pile, in its final position, from a vertical line through the point of fixity of the pile.

Temporary support footings shall be designed to carry the load imposed upon them without exceeding the estimated soil bearing values and anticipated settlements.

Bracing shall be provided, as necessary, to withstand all imposed loads during erection and removal of any temporary supports. The temporary support drawings shall show provisions for such temporary bracing or methods to be used to conform to these requirements during each phase of erection and removal. Wind loads shall be included in the design of such bracing or methods. Wind loads shall conform to the applicable paragraphs in Section 51-1.06A(1), "Design Loads," of the Standard Specifications.

The temporary support design calculations shall show a summary of computed stresses in the (1) temporary supports, (2) connections between temporary supports and the existing structure and (3) existing load supporting members. The computed stresses shall include the effect of the jacking sequence. The temporary support design calculations shall also include a lateral stiffness assessment of the temporary support system and conform to the design values shown on the plans.

The design of temporary supports will not be approved unless it is based on the use of loads and conditions which are no less severe than those described in the Section, "Temporary Support Design Criteria," of these special provisions and on the use of allowable stresses which are no greater than those described in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications.

If falsework loads are imposed on temporary supports, the temporary supports shall also satisfy the deflection criteria described in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications.

In addition to the requirements for timber in Section 51-1.06A(2), "Design Stresses, Loadings, and Deflections," of the Standard Specifications, timber used for the temporary support systems shall measure a minimum of 90 mm in the least dimension.

TEMPORARY SUPPORT DESIGN CRITERIA.--The temporary supports shall support the initial jacking loads and the minimum temporary support design loads and the minimum lateral design forces shown on the plans. The vertical design loads shall be adjusted for the weight of temporary supports and jacks, construction equipment loads and additional loads imposed by the Contractor's operations. The construction equipment loads shall be the actual weight of the construction equipment but in no case shall be less than 960 N/m^2 of deck surface area of the frame involved. A frame is defined as the portion of the bridge between expansion joints.

The temporary supports shall resist the specified lateral design forces applied at the point shown on the plans. The lateral design forces to be resisted shall be increased to be compatible with the temporary support lateral stiffness if the stiffness exceeds the specified minimum. The temporary supports resisting transverse lateral loads shall be placed within a distance of not more than $1/2$ of the span length from the existing bent.

The existing structure shall be mechanically connected to the temporary supports. The temporary supports shall be mechanically connected to their foundations. The mechanical connections shall be capable of resisting the lateral temporary support design forces. Friction forces developed between the existing structure and temporary supports shall not be used to reduce the lateral forces and shall not be considered as an effective mechanical connection. The mechanical connections shall be designed to tolerate adjustments to the temporary support frame throughout the use of the temporary supports.

MANUFACTURED ASSEMBLIES: Manufactured assemblies shall conform to the provisions in Section 51-1.06A(2), of the Standard Specifications and these special provisions.

Each jack shall be equipped with either a pressure gage or a load cell for determining the jacking force. Pressure gages shall have an accurately reading dial at least 150 mm in diameter. Each jack shall be calibrated by a private laboratory approved by the Transportation Laboratory within 6 months prior to use and after each repair, unless otherwise directed. Each jack and its gage shall be calibrated as a unit with the cylinder extension in the approximate position that it will be at final jacking force and shall be accompanied by a certified calibration chart. Load cells shall be calibrated and provided with an indicator by which the jacking force is determined.

SPECIAL LOCATIONS.--Attention is directed to Section 51-1.06A(3), "Special Locations," of the Standard Specifications. All reference to falsework in this Section shall also apply to temporary supports.

TEMPORARY SUPPORT CONSTRUCTION.--Attention is directed to Paragraphs 1 through 7 of Section 51-1.06B, "Falsework Construction," of the Standard Specifications. All reference to falsework in these paragraphs shall also apply to temporary supports.

Welding, welder qualification, and inspection of welding for all steel members shall conform to the requirements of ANSI/AASHTO/AWS D1.5.

Prior to proceeding with bridge removal, an engineer for the Contractor who is registered as a Civil Engineer in the State of California shall inspect the temporary supports, including jacking and displacement monitoring systems, for conformity with the working drawings. The Contractor's registered engineer shall certify in writing that the temporary supports, including jacking and displacement monitoring systems, substantially conform to the working drawings, and that the material and workmanship are satisfactory for the purpose intended. A copy of this certification shall be available at the site of the work at all times.

The Contractor's registered engineer shall be present at the bridge site at all times when jacking operations or adjustments are in progress and when bridge removal operations are in progress. The Contractor's registered engineer shall inspect the jacking and removal operation and report in writing on a daily basis, when jacking operations or adjustments or bridge removal operations are taking place, the progress of the operation and the status of the remaining structure. A copy of the report shall be available at the site of the work at all times. Should an unplanned event occur, the Contractor's registered engineer shall submit immediately to the Engineer for approval, the procedure or proposed operation to correct or remedy the occurrence.

The Contractor shall perform an initial survey as part of the displacement monitoring system to record the location of the existing structure prior to the commencement of any work. Two copies of the survey shall be signed by an engineer, who is registered as a Civil Engineer in the State of California, and submitted to the Engineer.

Vandal-resistant displacement monitoring equipment shall be provided and maintained. Vertical and horizontal displacements of the temporary supports at the abutments of the existing structure shall be monitored continuously during jacking operations and shall be accurately measured and recorded at least weekly during removal and reconstruction work. As a minimum, elevations shall be taken prior to the start of jacking operations, immediately after jacking is complete, and after partial bridge removal is complete. Control points at each location shall be located near the center and at the edge of the superstructure portion being supported. The records of vertical and horizontal displacement shall be signed by an engineer who is registered as a Civil Engineer in the State of California and available to the Engineer at the jobsite during normal working hours. A copy of the record shall be delivered to the Engineer at the completion of Stage II construction.

A force equal to the initial jacking load or the dead load shown on the plans shall be applied to the structure by the temporary support system and held until all initial compression and settlement of the system is completed before bridge removal work at the location being supported is begun.

Jacking operations shall be carefully controlled and monitored to ensure that the jacking loads are applied simultaneously to prevent distortion and excessive stresses that would damage the structure. The superstructure shall be jacked as necessary to maintain the total vertical displacements at control points to less than 6 mm from the elevations recorded prior to jacking or as modified by the Engineer.

Should unanticipated displacements, cracking or other damage occur, the construction shall be discontinued until corrective measures satisfactory to the Engineer are performed. Damage to the structure as a result of the Contractor's operations shall be repaired by the Contractor according to the requirements in Section 7-1.11, "Preservation of Property," of the Standard Specifications.

REMOVING TEMPORARY SUPPORTS.--Attention is directed to Section 51-1.06C, "Removing Falsework," of the Standard Specifications. All references to falsework in this section shall also apply to temporary supports, except that when public traffic is carried on the structure on temporary supports, paragraph 8 is amended to read:

No temporary supports shall be released until public traffic is shifted to the adjacent new structure portion and until the Engineer gives his permission, in writing, to release the temporary supports.

Attachments connected to any part of a structure that is to remain in place, shall be removed from that structure and concrete surfaces restored to original conditions, except where permanent alterations are shown on the plans.

PAYMENT.--The contract lump sum price paid for temporary supports shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, for providing vandal resistant displacement monitoring equipment, and for doing all the work involved in designing, constructing, maintaining, and removing the temporary supports, including

jacking against the existing structure and monitoring displacements, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.21M REMOVE CONCRETE WINGWALL

Concrete wingwall, designated on the plans to be removed, shall be removed.

The pay quantities of concrete to be removed will be measured by the cubic meter, measured before and during removal operations.

10-1.22 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.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 meters outside the physical limits of the bridge or structure.

Channel excavation at each bridge location shall be cleared as follows:

Bridge	Upstream Elevation at Edge of Deck Channel
Hot Wash	1129.87+/-0.15
W. Valley Wells	1126.27+/-0.15
Valley Wells	1121.30+/-0.15
Windmill Sta	1125.90+/-0.15
Wells Ditch	1126.00+/-0.15

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.

10-1.23 EARTHWORK

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

Attention is directed to "Bridge Removal" and "Order of Work" requirements of these special provisions.

Existing facilities and portions of the bridges not specified herein may require shoring to complete the contract work in conformance with the requirements in Section 19-1.02, "Preservation of Property," of the Standard Specifications.

At any location where the new bottom of footing elevation is lower than an adjacent existing bottom of footing elevation which is to remain in place during stage construction to carry public traffic, shoring will be required to be in place ahead of excavation for the new footing.

Shoring shall conform to the requirements in Section 19-1.02 "Preservation of Property" of the Standard Specifications.

Difficult excavation is anticipated at Wells Ditch bridge due to the presence of moderately hard sandstone and conglomerate.

Excavation for new footings shall be performed in such a manner that footing concrete, or the lean concrete if placed, shall be placed against a vertical face of undisturbed material for the full height of the footing.

At the Contractors option, footing concrete may be placed neat against a vertical face of undisturbed material instead of placing the lean concrete shown on the plans.

Lean concrete used as backfill shall conform to the provisions for slurry cement backfill in Section 19-3.062, "Slurry Cement Backfill", of the Standard Specifications, except that aggregate shall be sand suitable for making commercial quality concrete.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

Where a portion of 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 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.

The portion of imported borrow placed within 1.5 m of the finished grade shall have a Resistance (R-Value) of not less than 40.

10-1.24 ROADWAY EXCAVATION (DETOUR REMOVAL)

Where a portion of existing detour 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 and removing detour surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation (detour removal) and no additional compensation will be allowed therefor.

At the option of the Contractor, and to the extent that material from required excavation within the project limits is available, embankment shall be constructed of imported borrow or of material obtained from required excavation within the project limits or a combination of borrow and material obtained from required excavation within the project limits. Imported borrow shall have (R) value not less than 40.

Excavated materials not used in embankments shall be disposed of in accordance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. However, the Contractor's prerogative to dispose of excavated material outside the right of way before all of the embankments are completed is subject to proof that environmentally clear sources of material in sufficient quantity to complete required embankments are available. The obtaining of any necessary clearances for new borrow sources or for exceeding limitations on previously cleared sources shall be the responsibility of the Contractor. No time extension or other waiver of working days requirements will be granted in the event the Contractor is delayed by reason of there being an insufficient quantity of acceptable material available from environmentally cleared sources to replace excavated material previously disposed of outside the right of way.

If an ordered change increases the quantity of excavation or decreases the quantity of embankment so that surplus excavation has to be disposed of outside the right of way, disposing of the surplus material will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

If an ordered change either increases or decreases the quantity of borrow required to complete planned embankments, compensation for the change will be determined as follows:

- a. Decreased excavation and increased borrow.--The cost of supplying the borrow material to the site of the work will be paid for as extra work as provided for in Section 4-1.03D of the Standard Specifications.
- b. Increased embankment requiring increased borrow.--The Contractor, at the Contractor's option, shall be paid for the increase in embankment at the contract price or as extra work at force account. In lieu of the actual costs for spreading and compacting borrow material, the Contractor may elect to be paid at the agreed price of \$0.65 per cubic meter for spreading and compacting.
- c. Increased excavation and decreased borrow.--The Contractor will be paid for the increase in excavation at contract prices, but shall pay to the State the estimated cost of furnishing the quantity of borrow so decreased, computed as though the work were done on a force account basis as provided in Section 9-1.03 of the Standard Specifications. Payment to the State will be deducted from sums due or that may become due the Contractor.
- d. Decreased embankment and decreased borrow.--The decrease in pay quantity for embankment will be considered to satisfy any requirements for compensation due the State for the decrease in borrow required to complete planned embankment.

The Contractor, at the Contractor's option, may compact the ground surface on which embankment is to be constructed before placing any embankment material thereon. If the compaction results in an average subsidence exceeding 75 mm, the ground surface will be measured after completion of the compaction. The Engineer shall be allowed the time necessary to complete the measurement of an area before placement of embankment material is started in that area.

The total quantity of embankment will be computed in the same manner as specified for roadway excavation in Section 19-2.08, "Measurement," of the Standard Specifications, on the basis of the planned or authorized cross section for embankments and the measured ground surface. No adjustment in the quantity of embankment to be paid for will be made in the event that subsidence or consolidation occurs after the placing of embankment material has begun.

Surplus material used to widen slopes in accordance with the provisions in Section 19-2.06, "Surplus Material," of the Standard Specifications will not be measured nor paid for as embankment.

Quantities of embankment measured as specified herein will be paid for at the contract price per cubic meter. This price shall include full compensation for furnishing all labor, materials (except material obtained from excavation within the project limits), tools, equipment, and incidentals, and for doing all the work involved in constructing embankments, complete in place, including hauling borrow material, spreading and compacting embankment material, and compaction and preparation of the subgrade at the grading plane in embankment areas, all as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Roadway excavation and structure excavation will be paid for as specified in these special provisions and in Sections 19-2, "Roadway Excavation" and 19-3, "Structure Excavation and Backfill" respectively, of the Standard Specifications, except that when material is used in roadway embankment, full compensation for the work of spreading after depositing,

compacting and preparing subgrade at the grading plane in roadway embankments will be included in the contract price paid per cubic meter for embankment.

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.

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).

If the Contractor chooses to place footing concrete neat against a vertical face of undisturbed material in place of the lean concrete shown on the plans, then said concrete will be measured and paid for as lean concrete (backfill).

Full compensation for working drawings and construction sequence, and temporary supports and shoring, if required, shall be considered as included in the contract price paid per cubic meter for structure excavation (bridge) and no additional compensation will be allowed therefor.

Full compensation for shoring as necessary to protect all existing facilities as needed to perform the contract work as shown on the plans and specified in these special provisions shall be considered as included in the contract prices paid for various items of work involved and no additional compensation will be allowed therefor.

10-1.25 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 first paragraph of Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications is amended by adding the following sentences:

Aggregate may include or consist of material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base, glass or a combination of any of these materials. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

The fourth paragraph in Section 26-1.02A, is amended by adding the following sentence:

Untreated reclaimed asphalt concrete and portland cement concrete will not be considered to be treated with lime, cement or other chemical materials for purposes of performing the Durability Index test.

10-1.26 ASPHALT CONCRETE

Asphalt concrete shall be Type A, 19 mm maximum medium grading and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type A, 19 mm maximum medium grading asphalt concrete shall be PBA Grade 6a and shall conform to the requirements of "Asphalt" elsewhere in these special provisions.

10-1.27 ASPHALT CONCRETE (MISCELLANEOUS AREAS)

Placing AC dikes 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 dikes may be produced in accordance with the requirements for asphalt concrete placed on the traveled way in Section 11-1, "Asphalt Concrete," elsewhere in these special provisions.

The amount of asphalt binder used in asphalt concrete placed in dikes 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 as specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

The miscellaneous areas to be paid for at the contract price per meter for place asphalt concrete dike 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 specified in Section 11-1, "Asphalt Concrete," elsewhere in these special provisions. Section 39-10.02, "Statistical Evaluation and Determination of Pay Factor," in Section 11-1, "Asphalt Concrete," elsewhere in these special provisions, shall not apply to asphalt concrete placed in miscellaneous areas. Payment for placing asphalt concrete in dikes will be as specified in Section 39-8.02, "Payment," of the Standard Specifications.

10-1.28 RUMBLE STRIPS

This work shall consist of constructing rumble strips by forming indentations in newly paved shoulders in accordance with the details and at the locations shown on the plans and as specified in these special provisions.

Rumble strips shall be formed by constructing indentations in the top layer of new asphalt concrete surfacing with a steel-tired 2-axle tandem roller, having a roller wheel diameter of 1000 mm or greater, weighing not less than 11 tonnes, and modified by fitting with pipe segments attached to the non-steering roller drum or formed by other means approved by the Engineer.

In addition to the requirements specified in the second paragraph in Section 39-6.01, "General Requirements," of the Standard Specifications, the breakdown compaction and forming of the rumble strips shall be completed before the temperature of the surface of the asphalt concrete falls below 110°C. After breakdown compaction on shoulders has been completed, indentations 25 mm in depth shall be formed by making a single pass along the shoulders with the modified roller drum in the trailing position. Final rolling shall be completed before the pavement temperature drops below 60°C.

When the tandem roller with the modified roller drum is used, the pipe segments shall be fabricated from 50-mm commercial quality steel pipe, 900 mm in length, cut longitudinally to provide a 40 percent segment in cross section. The pipe segments shall be beveled 150 mm at each end to provide indentations of the dimensions shown on the plans. The pipe segments shall be welded to the driving, non-steering roller drum at approximately 200-mm centers, with the rounded side of the pipe away from the drum.

The rumble strips shall be placed within 50 mm of the required alignment. The tandem roller shall be equipped with a sighting device that will enable the operator to maintain the alignment of the rumble strip.

Indentations shall not vary from the required dimensions by more than 10 percent. Should the methods used or equipment furnished by the Contractor fail to produce rumble strip indentations conforming to the requirements of these special provisions and the details shown on the plans, the rumble strip operations shall be discontinued and the Contractor shall provide other suitable equipment, or modify the equipment or method of constructing the indentations until the dimensional requirements are met.

Rumble strips will be measured by the station along each shoulder on which the rumble strips are constructed. The 200-mm distance between the rumble strip indentations will be included in the length of rumble strips to be paid for. A station shall be considered 100 meters.

The contract price paid per station for rumble strip shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the rumble strips, complete in place, as shown on the plans, as specified in the Standard Specifications these special provisions, and as directed by the Engineer.

10-1.29 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Shotcrete shall not be used as an alternative construction method for reinforced concrete members unless otherwise specified.

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

Form panels for exposed surfaces shall be plywood conforming to or exceeding the requirements of U.S. Product Standard PS 1 for Exterior B-B (Concrete Form) Class I Plywood or any material which will produce a smooth uniform concrete surface substantially equal to that which would result from the use of that plywood.

The third paragraph in Section 51-1.15, "Drains in Walls," of the Standard Specifications is amended to read:

In addition to the drain holes and weep holes specified in the preceding paragraph, holes approximately 75 mm in diameter for relief of hydrostatic pressure shall be provided at the bottom of walls, immediately above the footing, at approximately 4500-mm centers.

Plastic pipe located at vertical drains used behind retaining walls and bridge abutments, including horizontal or sloping drains down slopes and across sidewalk areas shall be polyvinyl chloride (PVC) plastic pipe, Schedule 80, conforming to the provisions for pipe for edge drains and edge drain outlets in Section 68-3.02, "Materials," of the Standard Specifications. The vertical drain pipe shall be rigidly supported in place during backfilling operations.

Lean concrete use as backfill or footing concrete placed outside the footing limits shown on the plans shall be as specified in "Earthwork" of these special provisions.

CONCRETE.—Concrete used in the portions of structures listed in the following table shall contain not less than 400 kilograms of cement per cubic meter and shall be air-entrained as provided under "Materials" of these special provisions.

Structure	Portion of bridge
Bridge No. 54-1204R/L, including retaining walls	All except footings
Bridge No. 54-1205R/L, including retaining walls	All except footings
Bridge No. 54-1206R/L, including retaining walls	All except footing
Bridge No. 54-1207R/L, including retaining walls	All except footing
Bridge No. 54-1208R/L, including retaining walls	All except footings

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

Full compensation for furnishing and installing plastic pipe located at vertical drains used behind retaining walls and bridge abutments, including horizontal or sloping drains down slopes and across sidewalk areas, including excavation and backfill involved in placing the plastic pipe, shall be considered as included in the contract price paid per cubic meter for the various items of concrete work and no separate payment will be made therefor.

Lean concrete used as backfill will be measured and paid for as lean concrete backfill.

Lean concrete base shall conform to the provisions in Section 28, "Lean Concrete Base" of the Standard Specifications and these special provisions.

The contract price paid per cubic meter for lean concrete backfill shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing the lean concrete, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Furnishing and placing lean concrete beyond the 305 mm outside the limits of the footing, as shown on the plans, shall be at the Contractor's expense.

Footing concrete placed outside the footing limits shown on the plans, instead of lean concrete, will be paid for as specified in "Earthwork" of these special provisions.

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 fourth and fifth sentences of the eighteenth paragraph of Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications are deleted.

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

The minimum horizontal load to be allowed for wind on heavy-duty steel shoring or steel pipe column falsework having a vertical load carrying capacity exceeding 130 kN per leg or column shall be the sum of the products of the wind impact area, shape factor, and the applicable wind pressure value for each height zone. The wind impact area is the total projected area of all the elements in the tower face or falsework bent normal to the direction of the applied wind. The shape factor shall be taken as 2.2 for heavy-duty shoring and 1.0 for pipe column falsework. Wind pressure values shall be determined from the following table:

Height Zone (Meters above ground)	Wind Pressure Value (Pa)	
	Shores or Columns Adjacent to Traffic	At Other Locations
0-9	960	720
9-15	1200	960
15-30	1440	1200
over 30	1675	1440

The first 2 sentences of the sixth paragraph of Section 51-1.06A(1), "Design Loads," of the Standard Specifications are amended to read:

The minimum horizontal load to be allowed for wind on all other types of falsework, including falsework supported on heavy-duty shoring or pipe column falsework, shall be the sum of the products of the wind impact area and the

applicable wind pressure value for each height zone. The wind impact area is the gross projected area of the falsework and any unrestrained portion of the permanent structure, excluding the areas between falsework bents or towers where diagonal bracing is not used.

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

Timber connections shall be designed in conformance with the procedures, stresses and loads permitted in the Falsework Manual as published by the Department of Transportation, Division of Structures, Office of Structure Construction.

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

Compression, flexural.... $\frac{83,000}{Ld / bt}$ MPa, but not to exceed 152 MPa for unidentified steel or steel conforming to ASTM Designation: A 36/A 36M nor 0.6Fy for other identified steel.

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 as specified 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. Said analysis 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 two-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 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:

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.

Forms for the closure pour shall be supported from the superstructure on both sides of the closure space.

10-1.30 CORE AND GROUT

Core and grout shall consist of coring 50 mm holes through existing reinforced concrete bridge members and furnishing and placing grout in the space between the bolt and the cored hole, as shown on the plans and in conformance with the requirements in these special provisions.

The grout shall fill the void between the bolt and the hole. The grout shall be allowed to cure at least 5 days before either of the existing bolted precast girders becomes the outside girder carrying traffic.

The holes shall be cored by methods that will not shatter or damage the concrete adjacent to the holes.

Water from core drilling operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into gutters or other drainage facilities.

Core and grout concrete will be measured and paid for by the meter. The cored concrete will be measured along the centerline of the hole without deduction for expansion joints.

The contract price paid per meter for core and grout shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in coring the holes, and furnishing, placing, and tamping the grout, including control of water from core drilling as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

10-1.31 SEALING JOINTS

Joints between concrete structures and concrete approach slabs shall be sealed in conformance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Where polyurethane seals are shown on the plans, silicone sealant conforming to these specifications may be used.

The second through fourth paragraphs of Section 51-1.12F, "Sealed Joints," of the Standard Specifications are amended to read:

Type A and AL joint seals shall consist of a groove in the concrete which is filled with field mixed and placed polyurethane or silicone sealant.

Type B joint seals shall consist of a groove in the concrete which is filled with a preformed elastomeric joint seal.

Joint seal assemblies shall consist of metal or metal and elastomeric assemblies which are anchored or cast into a recess in the concrete over the joint.

The type of seal to be used for the Movement Rating (MR) shown on the plans shall be as follows:

MR	Seal Type
15 mm	Type A or Type B
30 mm	Type A (silicone only) or Type B
> 30 mm and 50 mm	Type B
> 50 mm	joint seal assembly

The first and second paragraphs of Section 51-1.12F(3), "Materials and Installation," of the Standard Specifications are amended to read:

(a) Type A and AL Seal.— The sealant shall consist of a 2 component polyurethane sealant, which will withstand up to ±25 percent movement, or a 2 component silicone sealant, which will withstand up to ±50 percent movement.

Polyurethane and silicone sealants shall be tested in accordance with California Test 435. The sealants shall conform to State Specification 8030-61J-01 and the following requirements:

SPECIFICATION	REQUIREMENT
Modulus at 150 percent elongation	35-520 kPa
Width of sealant after 7 days extension and one hour recovery	17 mm, max.
Condition 24 hours after notching	Notched or loss of bond 6 mm, max.
Condition of water immersed specimen at 7 days	Notched or loss of bond 6 mm, max.
Condition of specimen when tested in accordance with ASTM Designation: G 53 using FS 40 UV-B bulbs for a minimum of 25 cycles. The cycle shall be 4 hours UV exposure at 60°C and 4 hours condensate exposure at 40°C	No more than slight checking or cracking.
Grease cone penetration	4.5 - 12.0 mm.

State Specifications for polyurethane and silicone sealants may be obtained from the Transportation Laboratory.

Section 51-1.12F(3)(a), "Type A and AL Seal," of the Standard Specifications is amended by adding the following paragraphs after paragraph 8:

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

Samples of the two components, not less than one liter each, from each batch of sealant shall be submitted to the Transportation Laboratory. In addition, samples of manufacturer required primers, not less than one liter each, shall be submitted. The samples shall be furnished for testing, with the Certificate of Compliance, 30 days in advance of proposed use.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans shall be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the Standard Specifications.

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

The seal shall be furnished full length for each joint with no more than one shop splice in any 18-m length of seal.

One field splice per joint may be made at locations and by methods approved by the Engineer. The seals are to be manufactured full length for the intended joint, then cut at the approved splice section and rematched before splicing. The Contractor shall submit splicing details, prepared by the joint seal manufacturer, to the Engineer for approval prior to beginning splicing work.

The Contractor shall demonstrate the adequacy of the procedures to be used in the work before installing seals in the joints.

Shop splices and field splices shall have no visible offset of exterior surfaces, and shall show no evidence of bond failure.

10-1.32 STRUCTURE APPROACH SLABS (Type N)

This work shall consist of constructing reinforced concrete approach slabs, structure approach drainage system and treated permeable base at structure approaches in accordance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

GENERAL.--Attention is directed to the section, "Engineering Fabrics," of these special provisions.

STRUCTURE APPROACH DRAINAGE SYSTEM.--The structure approach drainage system shall consist of the following:

GEOCOMPOSITE DRAIN.--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. 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 and the externally applied pressures and hydraulic gradients. The flow capability graph shall be stamped with the verification of an independent testing laboratory.

Filter fabric for the geocomposite drain shall conform to the provisions for fabric for underdrains in Section 88, "Engineering Fabrics," of the Standard Specifications.

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.

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.

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.

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 150-mm overlap.

PLASTIC PIPE.--Plastic pipe shall conform to the provisions for pipe for edge drains and edge drain outlets in Section 68-3, "Edge Drains," of the Standard Specifications.

DRAINAGE PADS.--Concrete for use in drainage pads shall conform to the provisions in Section 90-10, "Minor Concrete," of the Standard Specifications, except the concrete shall contain not less than 300 kilograms of cement per cubic meter.

TREATED PERMEABLE BASE AT BOTTOM OF GEOCOMPOSITE DRAINS.--Treated permeable base to be placed around slotted plastic pipe at the bottom of geocomposite drains shall conform to the provisions in "Treated Permeable Base Under Approach Slabs." If asphalt treated permeable base is used, it shall be placed at a temperature of not less than 82°C nor more than 110°C.

The filter fabric to be placed over the treated permeable base at the bottom of geocomposite drains shall conform to the provisions for filter fabric for edge drains in Section 88, "Engineering Fabrics," of the Standard Specifications.

ENGINEERING FABRICS.--Filter fabric to be placed between the structure approach embankment material and the treated permeable base shall conform to the provisions for filter fabric for edge drains in Section 88, "Engineering Fabrics," of the Standard Specifications and the following special provisions:

The subgrade to receive the filter fabric, immediately prior to placing, shall conform to the compaction and elevation tolerance specified for the material involved.

Filter fabric shall be aligned, handled and placed in a wrinkle-free manner in accordance with the manufacturer's recommendations.

Adjacent borders of the filter fabric shall be overlapped from 300 to 450 mm or stitched. The preceding roll shall overlap the following roll in the direction the material is being spread or shall be stitched. When the fabric is joined by stitching, it shall be stitched with yarn of a contrasting color. The size and composition of the yarn shall be as recommended by the fabric manufacturer. The stitches shall number 5 to 7 per 25 mm of seam.

Equipment or vehicles shall not be operated or driven directly on the filter fabric.

TREATED PERMEABLE BASE UNDER APPROACH SLAB.--Treated permeable base under structure approach slabs shall consist of constructing either an asphalt treated permeable base or a cement treated permeable base in accordance with Section 29, "Treated Permeable Bases," of the Standard Specifications and the following special provisions:

The type of treatment, asphalt or cement, to be used shall be at the option of the Contractor.

Not less than 30 days prior to the start of placing treated permeable base the Contractor shall notify the Engineer, in writing, which type of treated permeable base will be furnished. Once the Contractor has notified the Engineer of his selection the Contractor will not be allowed to change the type to be furnished without a prior written request to do so and approval thereof in writing by the Engineer.

Asphalt treated permeable base shall be placed at a temperature of not less than 93°C nor more than 121°C. Material stored in excess of 2 hours shall not be used in the work.

Asphalt treated permeable base material may be spread in one layer. It shall be compacted with a vibrating shoe type compactor or rolled with a roller weighing not less than 1.3 tonnes nor more than 4.5 tonnes. Rolling shall begin as soon as the mixture has cooled sufficiently to support the weight of the rolling equipment without undue displacement.

Cement treated permeable material may be spread in one layer. The material shall be compacted with either a vibrating shoe type compactor or with a steel-drum roller weighing not less than 1.3 tonnes nor more than 4.5 tonnes. Compaction shall follow within one-half hour after the spreading operation and shall consist of 2-complete coverages of the treated material.

APPROACH SLABS:

Concrete for use in approach slabs shall contain not less than 400 kilograms of cement per cubic meter and shall be air-entrained as provided under "Materials" of these special provisions.

Miscellaneous steel parts and all steel components of abutment ties including plates, nuts, washers, and rods shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications, except that galvanizing shall not be required. Miscellaneous steel parts and all steel components of abutment ties including plates, nuts, washers, and rods shall be epoxy-coated and shall conform to the provisions in Section 52-1.02B, "Epoxy-Coated Bar Reinforcement" of the Standard Specifications.

Bar reinforcement shall be epoxy-coated and shall conform to the provisions in Section 52-1.02B, "Epoxy-Coated Bar Reinforcement" of the Standard Specifications.

Structure approach slabs shall be cured for not less than 5 days prior to opening to traffic, unless, at the option of the Contractor, the structure approach slabs are constructed using concrete with a non-chloride Type C chemical admixture conforming to these special provisions.

The non-chloride Type C chemical admixture, approved by the Engineer, shall conform to the requirements of ASTM Designation: C 494 and Section 90-4, "Admixtures," of the Standard Specifications.

The concrete with non-chloride Type C chemical admixture shall be prequalified prior to placement in accordance with the provisions for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the Standard Specifications and the following:

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Immediately after fabrication of the 5 test cylinders, the cylinders shall be stored in a temperature medium of 21 ± 1.5°C until the cylinders are tested.

The 6-hour average strength of the 5 test cylinders shall not be less than 5.85 MPa. No more than 2 test cylinders shall have a strength of less than 5.5 MPa.

Building paper shall be commercial quality No. 30 asphalt felt.

Polyvinyl chloride (PVC) conduit used to encase the abutment tie rod shall be of commercial quality.

The top surface of approach slabs shall be finished in conformance with the provisions in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications. Edges of slabs shall be edger finished.

Approach slabs shall be cured with pigmented curing compound (1) in accordance with the provisions for curing structures in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

Structure approach slabs constructed using concrete with a non-chloride Type C chemical admixture shall be cured for not less than 6 hours prior to opening to traffic. The curing period shall be considered to begin at the start of discharge of the last truck load of concrete to be used in the slab.

If the ambient temperature is below 18°C during the curing period for approach slabs using concrete with a non-chloride Type C chemical admixture, an insulating layer or blanket shall cover the surface. The insulation layer or blanket shall have an R-value rating given in the table below. At the Contractor's option, a heating tent may be used in lieu of or in combination with the insulating layer or blanket.

Temperature range during curing period	R-value, minimum
13°C to 18°C	1
7°C to 13°C	2
4°C to 7°C	3

JOINTS.--Hardboard and expanded polystyrene shall conform to the provisions in Section 51-1.12D, "Sheet Packing, Preformed Pads and Board Fillers," of the Standard Specifications.

Type AL joint seals shall conform to the provisions in Section 51-1.12F, "Sealed Joints" of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods.

MEASUREMENT AND PAYMENT.--Structural concrete, approach slab (Type N) will be measured and paid for in accordance with the provisions in Sections 51-1.22, "Measurement," and 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for the structure approach drainage system including geocomposite drain, plastic pipe, and drainage pads, treated permeable base, filter fabric, miscellaneous metal, pourable seals, epoxy-coated bar reinforcement and epoxy-coated miscellaneous bridge metal, shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab of the type shown in the Engineer's Estimate and no additional compensation will be allowed therefor.

10-1.33 REINFORCEMENT

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

The first paragraph of Section 52-1.02A, "Bar Reinforcement," of the Standard Specifications is amended to read:

52-1.02A Bar Reinforcement.—Reinforcing bars shall be low-alloy steel deformed bars conforming to the requirements in ASTM Designation: A 706/A 706M, except that deformed or plain billet-steel bars conforming to the requirements in ASTM Designation: A 615/A 615M, Grade 300 or 420, may be used as reinforcement in the following 5 categories:

1. Slope and channel paving;
2. Minor structures;
3. Sign and signal foundations (pile and spread footing types);
4. Roadside rest facilities; and
5. Concrete barrier Type 50 and Type 60 series and temporary railing.

Deformations specified in ASTM Designation: A 706/A 706M will not be required on bars used as spiral or hoop reinforcement in structures and concrete piles.

Section 52-1.02C, "Welded Wire Fabric," of the Standard Specifications is amended to read:

52-1.02C Welded Wire Fabric.—Welded wire fabric shall be either plain or deformed conforming to the requirements in ASTM Designation: A 185 or ASTM Designation: A 497, respectively.

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

Whenever a portion of an assemblage of bar reinforcing steel that is not encased in concrete exceeds 6 m in height, the Contractor shall submit to the Engineer for approval, in accordance with the provisions in Section 5-1.02, "Plans and Working Drawings," working drawings and design calculations for the temporary support system to be used. The working drawings and design calculations shall be signed by an engineer who is registered as a Civil Engineer in the State of California. The temporary support system shall be designed to resist all expected loads and shall be adequate to prevent collapse or overturning of the assemblage. If the installation of forms or other work requires revisions to or temporary release of any portion of the temporary support system, the working drawings shall show the support system to be used during each phase of construction. The minimum horizontal wind load to be applied to the bar reinforcing steel assemblage, or to a combined assemblage of reinforcing steel and forms, shall be not less than 960 Pa on the gross projected area of the assemblage.

The first paragraph of Section 52-1.08, "Splicing," of the Standard Specifications is amended to read:

52-1.08 Splicing.—Splicing of reinforcing bars shall be by lapping, butt welding, mechanical butt splicing, or mechanical lap splicing, at the option of the Contractor. Reinforcing bars Nos. 43 through 57 shall not be spliced by lapping.

The sixth paragraph of Section 52-1.08, "Splicing," of the Standard Specifications is amended to read:

Except when otherwise specified, mechanical lap splicing shall conform to the details shown on the plans, the requirements for mechanical butt splices as specified in this Section 52-1.08, and Sections 52-1.08C, "Mechanical Butt Splices," 52-1.08D, "Qualification of Welding and Mechanical Splicing," and 52-1.08E, "Job Control Tests," and the following:

The mechanical lap splice shall be a unit consisting of a sleeve, in which the reinforcing bars are positioned, and a wedge driven through holes in the sleeve and between the reinforcing bars. The mechanical lap splice shall only be used for splicing non-epoxy-coated deformed reinforcing bars Nos. 13, 16 and 19.

The eighth and ninth paragraphs of Section 52-1.08, "Splicing," of the Standard Specifications are amended to read:

Unless otherwise shown on the plans or approved by the Engineer, splices in adjacent reinforcing bars at any particular section shall be staggered. The minimum distance between staggered lap splices or mechanical lap splices shall be the same length required for a lapped splice in the largest bar. The minimum distance between staggered butt splices shall be 600 mm. Distances shall be measured between the midpoints of the splices along a line which is centered between the axes of the adjacent bars.

Completed butt splices shall develop a minimum tensile strength, based on the nominal bar area, of 430 MPa for ASTM Designation: A 615/A 615M, Grade 300 bars, and 550 MPa for ASTM Designation: A 615/A 615M, Grade 420 and ASTM Designation: A 706/A 706M bars. If butt splices are made between 2 bars of dissimilar strengths, the minimum required tensile strength for the splice shall be that required for the weaker bar.

The second sentence of the eleventh paragraph of Section 52-1.08, "Splicing," of the Standard Specifications is amended to read:

Job control tests shall be made on sample splices representing each lot of mechanical butt splices as provided in Section 52-1.08E, "Job Control Tests."

The third and fourth paragraphs of Section 52-1.08A, "Lapped Splices," of the Standard Specifications are amended to read:

Where ASTM Designations: A 615/A 615M, Grade 420 or A 706/A 706M reinforcing bars are required, the length of lapped splices shall be as follows: Reinforcing bars No. 25, or smaller, shall be lapped at least 45 diameters of the smaller bar joined, and reinforcing bars Nos. 29, 32 and 36 shall be lapped at least 60 diameters of the smaller bar joined, except when otherwise shown on the plans.

Where ASTM Designation: A 615/A 615M, Grade 300 reinforcing bars are permitted, the length of lapped splices shall be as follows: Reinforcing bars No. 25, or smaller, shall be lapped at least 30 diameters of the smaller bar joined, and reinforcing bars Nos. 29, 32 and 36 shall be lapped at least 45 diameters of the smaller bar joined, except when otherwise shown on the plans.

Section 52-1.08B, "Butt Welded Splices," of the Standard Specifications is amended to read:

52-1.08B Butt Welded Splices.—Butt welded splices in reinforcing bars shall be complete joint penetration butt welds conforming to the requirements in AWS D1.4, and the requirements of these specifications and the special provisions.

At the option of the Contractor, shop produced resistance butt welds, that are produced by a fabricator who is approved by the Transportation Laboratory, may be used. These welds shall conform to the requirements of these specifications and the special provisions.

Only the joint details and dimensions as shown in Figure 3.2, "Direct Butt Joints," of AWS D 1.4-92, shall be used for making complete joint penetration butt welds of bar reinforcement. Split pipe backing shall not be used.

Material used as backing for complete joint penetration butt welds of bar reinforcement shall be a flat plate conforming to the requirements in ASTM Designation: A 709/A 709M, Grade 36[250]. The flat plate shall be 6 mm thick with a width, as measured perpendicular to the axis of the bar, equal to the nominal diameter of the bar, and a length which does not exceed twice the nominal diameter of the bar. The flat plate backing shall be fitted tightly to the bar with the root of the weld centered on the plate. Any bar deformation or obstruction preventing a tight fit shall be ground smooth and flush with the adjacent surface. Tack welds used to fit backing plates shall be within the weld root area so that they are completely consumed by the finished weld. Backing plates shall not be removed.

Butt welds shall be made with multiple weld passes using a stringer bead without an appreciable weaving motion. The maximum stringer bead width shall be 2.5 times the diameter of the electrode and slagging shall be performed between each weld pass. Weld reinforcement shall not exceed 4 mm in convexity.

Before any electrodes or flux-electrode combinations are used, the Contractor, at the Contractor's expense, shall furnish certified copies of test reports for all the pertinent tests specified in AWS A5.1, AWS A5.5, AWS A5.18 or AWS A5.20, whichever is applicable, made on electrodes or flux-electrode combinations of the same class, brand and nearest specified size as the electrodes to be used. The tests may have been made for process qualification or quality control, and shall have been made within one year prior to manufacture of the electrodes and fluxes to be used. The report shall include the manufacturer's certification that the process and material requirements were the same for manufacturing the tested electrodes and the electrodes to be used. The forms and certificates shall be as directed by the Engineer.

Electrodes for manual shielded metal arc welding of ASTM Designation: A 615/A 615M, Grade 420 bars shall conform to the requirements in AWS A5.5 for E9018-M or E10018-M electrodes.

Electrodes for manual shielded metal arc welding of ASTM Designation: A 706/A 706M bars shall conform to the requirements of AWS A5.5 for E8016-C3 or E8018-C3 electrodes.

Solid and composite electrodes for semiautomatic gas metal-arc and flux-cored arc welding of Grade 300 reinforcing bars shall conform to the requirements of AWS A5.18 for ER70S-2, ER70S-3, ER70S-6 or ER70S-7 electrodes; or AWS A5.20 for E70T-1, E70T-5, E70T-6 or E70T-8 electrodes.

Electrodes for semiautomatic welding of ASTM Designation: A 615/A 615M, Grade 420 and ASTM Designation: A 706/A 706M bars shall produce a weld metal deposit with properties conforming to the requirements of Section 5.3.4 of AWS D1.1-96 for ER80S-Ni1, ER80S-Ni2, ER80S-Ni3, ER80S-D2, E90T1-K2 and E91T1-K2 electrodes.

Reinforcing bars shall be preheated for a distance of not less than 150 mm on each side of the joint prior to welding.

For all welding of ASTM Designation: A 615/A 615M, Grade 300 or Grade 420 bars, the requirements of Table 5.2, "Minimum Preheat and Interpass Temperatures," of AWS D1.4-92 are superseded by the following:

The minimum preheat and interpass temperatures shall be 200°C for Grade 300 bars and 300°C for Grade 420 bars. Immediately after completing the welding, at least 150 mm of the bar on each side of the splice shall be covered by an insulated wrapping to control the rate of cooling. The insulated wrapping shall remain in place until the bar has cooled below 90°C.

When welding different grades of reinforcing bars, the electrode shall conform to Grade 300 bar requirements and the preheat shall conform to the Grade 420 bar requirements.

In the event that any of the specified preheat, interpass and post weld cooling temperatures are not met, all weld and heat affected zone metal shall be removed and the splice rewelded.

Welding shall be protected from air currents, drafts, and precipitation to prevent loss of heat or loss of arc shielding. The method of protecting the welding area from loss of heat or loss of arc shielding shall be subject to approval by the Engineer.

Reinforcing bars shall not be direct butt spliced by thermite welding.

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

52-1.08C Mechanical Butt Splices.—Mechanical butt splices shall be the sleeve-filler metal type, the sleeve-threaded type, the sleeve-swaged type, the sleeve-filler grout type, the sleeve-lockshear bolt type, the two-part sleeve-forged bar type, or the two-part sleeve-friction bar type, at the option of the Contractor.

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 following, measured between gage points clear of the splice sleeve: 250 µm for reinforcing bars No. 43, or smaller, or 750 µm for reinforcing bars No. 57.

The following is added after the third paragraph of Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications:

Slip requirements shall not apply to mechanical lap splices.

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

4. A statement that the splicing systems and materials used in accordance with the manufacturer's procedures will develop not less than the minimum tensile strengths, based on the nominal bar area, of 430 MPa for ASTM Designation: A 615/A 615M, Grade 300 bars and 550 MPa for ASTM Designations: A 615/A 615M, Grade 420 and A 706/A 706M bars, and will comply with the total slip requirements and the other requirements in these specifications.

Section 52-1.08C(5), "Sleeve-Extruded Mechanical Butt Splices," of the Standard Specifications is amended to read:

52-1.08C(5) Sleeve-Lockshear Bolt Mechanical Butt Splices.—The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, 2 serrated steel strips welded to the inside of the sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off and the bolt ends are embedded in the reinforcing bars.

52-1.08C(6) Two-Part Sleeve-Forged Bar Mechanical Butt Splices.—The two-part sleeve-forged bar type of mechanical butt splices shall consist of a shop machined two-part threaded steel sleeve that interlocks 2 hot-forged reinforcing bars ends. The forged bar ends may be either shop produced or field produced.

52-1.08C(7) Two-Part Sleeve-Friction Bar Mechanical Butt Splices.—The two-part sleeve-friction bar type of mechanical butt splices shall consist of a shop machined two-part threaded steel sleeve whose ends are friction welded, in the shop, to the reinforcing bars ends.

The fourth paragraph of Section 52-1.08D, "Qualification of Welding and Mechanical Splicing," of the Standard Specifications is amended to read:

Each operator qualification test for mechanical splices shall consist of 2 sample splices. Each mechanical splice procedure test shall consist of 2 sample splices.

For sleeve-filler, sleeve-threaded, sleeve-lockshear bolt and two-part sleeve friction bar mechanical butt splices, all sample splices shall be made on the largest reinforcing bar size to be spliced by the procedure or operator being tested except that No. 43 bars may be substituted for No. 57 bars.

For sleeve-swaged and two-part sleeve-forged mechanical butt splices, and mechanical lap splices, all sample splices shall be made on the largest reinforcing bar size of each deformation pattern to be spliced by the procedure or operator being tested. When joining new reinforcing bars to existing reinforcement, the qualification test sample bars shall be made using only the deformation patterns of the new reinforcement to be joined.

Section 52-1.08E, "Job Control Tests," of the Standard Specifications is amended to read:

52-1.08E Job Control Tests.—When mechanical butt splices, shop produced complete joint penetration butt welded splices, or shop produced resistance butt welded splices are used, the Contractor shall furnish job control tests

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from a local qualified testing laboratory. A job control test shall consist of the fabrication, under conditions used to produce the splice, and the physical testing of 3 sample splices for each lot of 150 splices.

A lot of mechanical butt splices is defined as 150, or fraction thereof, of the same type of mechanical butt splices used for each combination of bar size and bar deformation pattern that is used in the work.

A lot of shop produced complete joint penetration butt welded splices, or shop produced resistance butt welded splices, is defined as 150, or fraction thereof, of the same type of welds used for each combination of bar size and bar deformation pattern that is used in the work.

When joining new reinforcing bars to existing reinforcement, the job control test shall be made using only the deformation patterns of the new reinforcement to be joined.

A sample splice shall consist of a splice made at the job site to connect two 760 mm, or longer, bars using the same splice materials, position, location, and equipment, and following the same procedures as are being used to make splices in the work. Shorter sample splice bars may be used if approved by the Engineer.

Sample splices shall be made and tested in the presence of the Engineer or the Engineer's authorized representative.

Sample splices shall be suitably identified with weatherproof markings prior to shipment to the testing laboratory.

For sleeve-threaded mechanical butt splices, the reinforcing bars to be used for job control tests shall be fabricated on a random basis during the cutting of threads on the reinforcing bars of each lot and shipped to the job site with the material they represent.

For shop produced complete joint penetration butt welds, shop produced resistance butt welded splices and all types of mechanical butt splices, except the sleeve-threaded type, the Engineer will designate when samples for job control tests are to be fabricated, and will determine the limits of the lot represented by each job control test.

Should the average of the results of tests made on the 3 sample splices or should more than one sample splice in any job control test fail to meet the requirements for splices, all splices represented by that test will be rejected in accordance with the provisions in Section 6-1.04, "Defective Materials," of the Standard Specifications. This rejection shall prevail unless the Contractor, at the Contractor's expense, obtains and submits evidence, of a type acceptable to the Engineer, that the strength and quality of the splices in the work are acceptable.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended to read:

52-1.08F Nondestructive Splice Tests.—All required radiographic examinations of complete joint penetration butt welded splices shall be performed by the Contractor in accordance with the requirements of AWS D 1.4 and these specifications.

Prior to radiographic examination, welds shall meet the requirements of Section 4.4, "Quality of Welds," of AWS D1.4-92.

Radiographic examinations shall be performed on 25 percent of all complete joint penetration butt welded splices from a production lot. The size of a production lot will be a maximum of 100 splices. The Engineer will select the splices which will compose the production lot and also the splices within each production lot to be radiographically examined.

Should more than 12 percent of the splices which have been radiographically examined in any production lot be defective, an additional 25 percent of the splices, selected by the Engineer from the same production lot, shall be radiographically examined. Should more than 12 percent of the cumulative total of splices tested from the same production lot be defective, all remaining splices in the lot shall be radiographically examined.

Additional radiographic examinations performed due to the identification of defective splices shall be at the Contractor's expense.

All defects shall be repaired in accordance with the requirements of AWS D1.4.

Radiographic examinations will not be required for either shop produced complete joint penetration butt welds or shop produced resistance butt welded splices of No. 25 or smaller bars used as spiral or hoop reinforcement.

In addition to radiographic examinations performed by the Contractor, any mechanical or welded splice may be subject to inspection or nondestructive testing by the Engineer. The Contractor shall provide sufficient access facilities in the shop and at the jobsite to permit the Engineer or his agent to perform the inspection or testing.

The Contractor shall notify the Engineer in writing 48 hours prior to performing any radiographic examinations.

The radiographic procedure used shall conform to the requirements of ASME Boiler and Pressure Vessels Code, Section V, Article 2 and the following:

Two exposures shall be made for each complete joint penetration butt welded splice. For each of the two exposures, the radiation source shall be centered on each bar to be radiographed. The first exposure shall be made with the radiation source placed at zero degrees from the top of the weld and perpendicular to the weld root and identified with a station mark of "0." When obstructions prevent a zero degree placement of the radiation source for the first exposure, and when approved in writing by the Engineer, the source may be rotated, around the centerline

of the reinforcing bar, a maximum of 25 degrees. The second exposure shall be at 90 degrees to the "0" station mark and shall be identified with a station mark of "90."

For field produced complete joint penetration butt welds, no more than one weld shall be radiographed during one exposure. For shop produced complete joint penetration butt welds, if more than one weld is to be radiographed during one exposure, the angle between the root line of each weld and the direction to the radiation source shall be not less than 65 degrees.

Radiographs shall be made by either X-ray or gamma ray. Radiographs made by X-ray or gamma rays shall have densities of not less than 2.3 nor more than 3.5 in the area of interest. A tolerance of 0.05 in density is allowed for densitometer variations. Gamma rays shall be from the iridium 192 isotope and the emitting specimen shall not exceed 4.45 mm in the greatest diagonal dimension.

The radiographic film shall be placed perpendicular to the radiation source at all times; parallel to the root line of the weld unless source placement determines that the film must be turned; and as close to the root of the weld as possible.

The minimum source to film distance shall be maintained so as to insure that all radiographs maintain a maximum geometric unsharpness of 0.020 at all times, regardless of the size of the reinforcing bars.

Penetrameters shall be placed on the source side of the bar and perpendicular to the radiation source at all times. One penetrometer shall be placed in the center of each bar to be radiographed, perpendicular to the weld root, and adjacent to the weld. Penetrometer images shall not appear in the weld area.

When radiography of more than one weld is being performed per exposure, each exposure shall have a minimum of one penetrometer per bar, or 3 penetrameters per exposure. When 3 penetrameters per exposure are used, one penetrometer shall be placed on each of the 2 outermost bars of the exposure, and the remaining penetrometer shall be placed on a centrally located bar.

An allowable weld buildup of 4 mm may be added to the total material thickness when determining the proper penetrometer selection. No image quality indicator equivalency will be accepted. Wire penetrameters or penetrometer blocks shall not be used.

Penetrameters shall be sufficiently shimmed using a radiographically identical material. Penetrometer image densities shall be a minimum of 2.0 and a maximum of 3.6.

All radiographic film shall be Class 1, regardless of the size of reinforcing bars.

Radiographs shall be free of film artifacts and processing defects, including, but not limited to, streaks, scratches, pressure marks, or marks made for the purpose of identifying film or welding indications.

Each splice shall be clearly identified on each radiograph and the radiograph identification and marking system shall be established between the Contractor and the Engineer before radiographic inspection begins. Film shall be identified by lead numbers only; etching, flashing, or writing in identifications of any type will not be permitted. Each piece of film identification information shall be legible and shall include, as a minimum, the following information: Contractor's name, date, name of nondestructive testing firm, initials of radiographer, contract number, part number, and weld number. The letter "R" and repair number shall be placed directly after the weld number to designate a radiograph of a repaired weld.

Radiographic film shall be developed within a time range of one minute less to one minute more than the film manufacturer's recommended maximum development time. Sight development will not be allowed.

Processing chemistry shall be done with a consistent mixture and quality, and processing rinses and tanks shall be clean to ensure proper results. Records of all developing processes and any chemical changes to the developing processes shall be kept and furnished to the Engineer upon request. The Engineer may request, at any time, that a sheet of unexposed film be processed in the presence of the Engineer to verify processing chemical and rinse quality.

All radiographs shall be interpreted and graded by a Level II or Level III technician who is qualified in accordance with the American Society for Nondestructive Testing's Recommended Practice No. SNT-TC-1A. The results of these interpretations shall be recorded on a signed certification and a copy kept with the film packet.

Technique sheets prepared in accordance with ASME Boiler and Pressure Vessels Code, Section V, Article 2 Section T-291 shall also contain the developer temperature, developing time, fixing duration and all rinse times.

All radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the Contractor's Quality Control Manager (QCM), name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers or a report number, as detailed in the Contractor's Quality Control Plan (QCP). In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the Contractor's QCP.

The third paragraph of Section 52-1.10, "Measurement," of the Standard Specifications is amended to read:

The lap of bars for all splices, including splices shown on the plans where a continuous bar is used, will be measured for payment. The mass calculated shall be based upon the following table:

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BAR REINFORCING STEEL

Deformed Bar Designation Number	Mass Kilogram Per Meter	Nominal Diameter, Millimeters
10	0.560	9.5
13	0.994	12.7
16	1.552	15.9
19	2.235	19.1
22	3.042	22.2
25	3.973	25.4
29	5.060	28.7
32	6.404	32.3
36	7.907	35.8
43	11.38	43.0
57	20.24	57.3
Note: Bar numbers approximate the number of millimeters of the nominal diameter of the bars. The nominal diameter of a deformed bar is equivalent to the diameter of a plain round bar having the same mass per meter as the deformed bar.		

10-1.34 EPOXY-COATED REINFORCEMENT

The bar reinforcing steel for the bridges and their retaining walls at the 5 sites which is to be epoxy coated shall be as follows:

- (1) All the bar reinforcing steel in the deck slab of Valley Wells Ditch bridge, Bridge No. 54-1206 R/L, shall be epoxy coated.
 - (2) At all bridge sites, except at Valley Wells Ditch bridge, Bridge No. 54-1206 R/L, the top mat of bar reinforcing steel in the bridge deck slabs, both longitudinal and transverse shall be epoxy coated.
 - (3) In the bridge bent caps at all bridges, except at Valley Wells Ditch bridge, Bridge No. 54-1206 R/L, the top mat longitudinal bent cap bars and the bent cap stirrups shall be epoxy coated.
 - (4) At all bridge sites, the chair bars between the top and bottom bar reinforcing steel mats in the deck slabs shall be epoxy coated.
 - (5) At all bridge sites, the No. 19 dowels joining the deck slab to the abutments shall be epoxy coated.
- Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the Standard Specifications is amended to read:

52-1.02B Epoxy-coated Reinforcement.—Bar reinforcement to be epoxy-coated shall conform to the ASTM Designation and grade required or permitted by Section 52-1.02A, "Bar Reinforcement," for the location or type of structure involved. The epoxy-coated bar reinforcement shall conform to the provisions of ASTM Designation: A 775/A 775M, except as provided herein. Fabrication and jobsite handling of the epoxy-coated bar reinforcement shall conform to the provisions of ASTM Designation: D 3963/D 3963M, except as provided herein.

Wire reinforcement to be epoxy-coated shall conform to the ASTM Designation and grade required or permitted by Section 52-1.02D, "Reinforcing Wire and Plain Bars," for the location or type of structure involved. The coated wire reinforcement shall conform to the provisions for Class A, Type 1 coating of ASTM Designation: A 884/A 884M, except as provided herein.

Appendices X1, "Guidelines For Job-Site Practices," of ASTM Designations: A 775/A 775M and A 884/A 884M shall apply except as provided herein. The term "shall" shall replace the term "should" in these appendices. Sections X1.2 shall not apply.

All coatings shall be light green in color.

Except for field welding of butt splices, all welding of reinforcement shall be complete prior to epoxy coating the reinforcement.

When any portion of a reinforcing bar or wire requires epoxy coating, the entire bar or wire shall be coated.

Within areas where epoxy-coated reinforcement is required, tie wire and bar chairs or other metallic devices used to secure or support the reinforcement shall be plastic-coated or epoxy-coated to prevent corrosion of the devices or damage to the coated reinforcement.

Prior to coating, the Contractor shall furnish to the Transportation Laboratory a representative 110-g sample from each batch of epoxy coating material to be used. Each sample shall be packaged in an airtight container identified with the manufacturer's name and batch number.

Two 700-mm long samples of coated bar or wire reinforcement from each size and from each load shipped to the jobsite shall be furnished to the Engineer for testing. These samples shall be representative of the material furnished. These samples, as well as any additional random samples taken by the Engineer, may be tested for specification compliance. Such additional sampling, and all tests performed by the Engineer, may be performed at any location deemed appropriate by the Engineer. Failure of any sample to meet the requirements of the specifications will be cause for rejection.

If any bar or wire reinforcement tested for coating thickness or for flexibility of coating fails to meet the requirements for coated bars in Section 8 of ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, 2 retests on random samples taken from bars represented by the failed test will be conducted for each failed test. If the results of both retests meet the specified requirements, the coated bars represented by the samples may be certified as meeting the test requirements.

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

All visible damage to the coatings caused by shipping, handling or installation shall be repaired as required for repairing coating damaged prior to shipment as specified in ASTM Designation: A 775/A 775M for bar reinforcement or ASTM Designation: A 884/A 884M for wire reinforcement. When the extent of coating damage prior to repair exceeds 2 percent of the bar or wire surface area in any 300-mm length, repair of the bar or wire will not be allowed and the coated bar or wire will be rejected.

The patching material and process shall be suitable for field application. The patching material shall be prequalified as required for the coating material and shall be either identified on the container as a material compatible with the bar reinforcement coating, or shall be accompanied by a Certificate of Compliance certifying that the material is compatible with the bar reinforcement coating. Damaged areas shall be patched in accordance with the patching material manufacturer's recommendations. If damage to a bar occurs during field bending the area shall be patched immediately with the prequalified patching material.

Except for lap splices, all splices for epoxy-coated reinforcement shall be coated with a corrosion protection covering that is on the Department's list of approved products. The covering shall be installed in accordance with the manufacturer's recommendations and as directed by the Engineer. The list is available from the Transportation Laboratory.

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

10-1.35 CORRUGATED METAL PIPE

Corrugated Steel Pipe culverts shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

The first paragraph in Section 66-1.03, "Protective Coatings, Linings and Pavings," of the Standard Specifications is amended to read:

66-1.03 Protective Coatings, Linings and Pavings.—When required by the special provisions or designated in the Engineer's Estimate, pipes shall be protected with bituminous coating, bituminous lining or have the invert paved with bituminous material or coated with polymerized asphalt. Moisture, dirt, oil, unbonded or incompatible paint, grease, alkalis or other foreign matter shall be removed from the surface to be coated before the coating material is applied.

Section 66-1.03, "Protective Coatings, Linings and Pavings," of the Standard Specifications is amended by adding the following paragraphs after the eighth paragraph:

Polymerized asphalt invert coating shall be applied in conformance with the requirements in ASTM Designation: A 849 for "Invert Paved Type with Polymer Material (Class P)," except that polymerized asphalt coatings shall be applied by immersion to a minimum thickness of 1.3 mm above the crests and troughs of the corrugations of the interior

and exterior invert including pipe ends. Polymerized asphalt material shall conform to the "Requirements for Polymer Coating" contained in ASTM Designation: A 742/A 742M, and the following:

Polymerized asphalt shall be hot-applied thermoplastic material containing a minimum of 7.0 percent styrene-butadiene-styrene block copolymer.

There shall be not more than 6.4 mm undercutting or delamination from the scribe when a minimum 300 mm by 300 mm coupon cut from the coated pipe is exposed for 1000 hours in accordance with the requirements in ASTM Designation: B 117. Cut edges shall be sealed by dipping in a sample of the polymerized asphalt coating heated to the manufacturer's recommended application temperature. There shall be no corrosion or delamination from the sealed edges following exposure as specified.

The last paragraph in Section 66-1.03, "Protective Coatings, Linings and Pavings," of the Standard Specifications is amended to read:

Damaged protective coatings, linings and invert paving shall be repaired by the Contractor at the Contractor's expense. Bituminous material conforming to the requirements in AASHTO Designation: M 190 or other materials approved by the Engineer shall be used to repair damaged bituminous coatings; asphalt mastic material conforming to the requirements in AASHTO Designation: M 243 shall be used to repair damaged asphalt mastic coatings; and tar base material conforming to the provisions of AASHTO Designation: M 243 shall be used to repair damaged polymeric coatings. The repair of damaged polymerized asphalt coatings shall conform to the requirements in ASTM Designation: A 762, Section 11, "Repair of Damaged Coatings."

Section 66-3.06, "Damaged Aluminum Coatings," of the Standard Specifications is amended to read:

66-3.06 Damaged Aluminum Coatings.—In lieu of the requirements in AASHTO Designation: M 36/M 36M, damaged aluminum coatings shall be repaired as provided for damaged galvanizing in Section 75-1.05, "Galvanizing," or Section 66-3.05, "Damaged Galvanizing."

10-1.36 MISCELLANEOUS FACILITIES

600 mm Alternative Flare End Section shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

10-1.37 SLOPE PROTECTION

Slope protection shall conform to the provisions in Section 72, "Slope Protection," of the Standard Specifications.

10-1.38 MISCELLANEOUS METAL (BRIDGE)

Miscellaneous metal (bridge) shall conform to the provisions for miscellaneous bridge metal in Section 75, "Miscellaneous Metal," of the Standard Specifications and these special provisions.

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

Unless otherwise specified, materials shall conform to the following specifications:

MATERIAL	SPECIFICATION
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030 except Grade 1017)
Other parts for general applications	Commercial quality
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs which include threaded rods and high-strength nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1 ^(a)
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1 ^(a)
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners for general applications:	Alloys 304 or 316
Bolts, screws, nuts and studs which include threaded rods and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Washers	ASTM Designation: A 240 and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35 [450-240], Class 1

Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings	ASTM Designation: A 48, Class 30B
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality standard soil
Steel pipe	Commercial quality welded
(a) Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.	

Miscellaneous metal (bridge) shall consist of the miscellaneous bridge metal items listed in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications, and the following:

22 mm bolts, nuts, lock washers, and 140 x 90 x 10 minimum beveled plate washers.

The 22 mm bolts, nuts, lock washers, and the 140 x 90 x 10 minimum beveled plate washers need not be galvanized.

Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended by adding the following paragraph after paragraph 3:

High-strength bolted connections shall conform to the provisions for high-strength steel fasteners and for bolted connections in Section 55, "Steel Structures."

Self-tapping screws shall be hex-head, stainless steel or monel metal, installed in holes drilled to fit the self-tapping screws.

Cast-in-place inserts shall be the ferrule loop type.

All metal parts of anchorage devices shall be fabricated from stainless steel conforming to the requirements of ASTM Designation: A 276, Type 304 or 316.

10-1.39 TYPES BW FENCE

Type BW fence shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

The first sentence of the first paragraph in Section 80-3.01B(1), "Untreated Wood Posts and Braces," of the Standard Specifications is amended to read:

Untreated wood posts and braces shall be redwood, cedar, Douglas fir, or Southern yellow pine, shall be cut from sound timber, and shall be straight and free from loose or unsound knots, shakes in excess of one third the thickness of the post, splits longer than the thickness of the post, or other defects which would render them unfit structurally for the purpose intended.

The first and second paragraphs in Section 80-3.01B(2), "Treated Wood Posts and Braces," of the Standard Specifications are amended to read:

Treated wood posts and braces shall be sawed rectangular, free of heart center, Douglas fir, Hem6-Fir, Southern yellow pine, round fir, or pine. Sawed Douglas fir, Hem-Fir, and Southern yellow pine posts and braces shall be graded in conformance with the provisions in Section 57-2, "Structural Timber." The minimum grades and species allowed for sawed 89-mm x 89-mm size treated posts and braces shall be construction light framing Douglas fir, No. 1 structural light framing Hem-Fir, or No. 2 structural light framing Southern yellow pine. The minimum grades and species allowed for sawed 140-mm x 140-mm size or larger treated posts and braces shall be select structural posts and timbers No. 1 (also known as No. 1 structural) Douglas fir, select structural posts and timbers Hem-Fir, or No. 1 timbers Southern yellow pine. The timber for round posts shall be sound and free from all decay, shakes exceeding one third the diameter of the post, splits longer than the thickness or diameter of the post, loose or unsound knots, multiple crooks, or any other defects which would weaken the posts and braces or otherwise cause them to be structurally unsuitable for the purpose intended. Sweep in all posts shall not exceed 25 mm in 1.8 m.

The fence material shall be fastened to metal posts. Metal posts shall be galvanized.

TERMINAL SYSTEM (TYPE SRT).—Terminal system (Type SRT) shall be furnished and installed as shown on the plans, and as specified in 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 (800) 772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal, FOB Centerville, Utah is \$865, not including sales tax.

The above price will be firm for orders placed on or before July 31st, 2001 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. Any 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 as directed by the Engineer.

The quantity of terminal systems (Type SRT) will be measured as units determined from actual count in place in the completed work.

The contract unit price paid for terminal system (Type SRT) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and installing terminal system (Type SRT), complete in place, including excavation, backfill and disposal of surplus material and connecting the terminal system to new or existing metal beam guard railing, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.40 METAL BEAM GUARD RAILING

Metal beam guard railing shall conform to 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.

The ninth, eleventh and twelfth paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications are amended to read:

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," 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 as provided in Section 58, "Preservative Treatment of Lumber, Timber and Piling," 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.

If copper naphthenate, ammoniacal copper arsenate, chromated copper arsenate, or ammoniacal copper zinc arsenate is used to treat the wood posts and blocks, the bolt holes shall be treated as follows:

Before the bolts are inserted, bolt holes shall be filled with a grease, recommended by the manufacturer for corrosion protection, which will not melt or run at a temperature of 65°C.

10-1.41 CONCRETE BARRIER

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Type 25A concrete barriers will be measured and paid for as concrete barrier (Type 25).

Concrete for use in concrete barriers shall contain not less than 400 kg of cement per cubic meter and shall be air-entrained concrete as provided under "Materials" elsewhere in these special provisions.

Bar reinforcing steel for use in concrete barriers shall conform to the provisions in Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the Standard Specifications.

Exposed surfaces of concrete barriers on bridges or walls shall be cured with water as provided in Section 90-7.01A, "Water Method," of the Standard Specifications.

After completion of cure and surface finishing, the top surfaces and surfaces on the traffic side of concrete barriers on bridges or walls shall be sealed with a concrete sealant conforming to the following:

The concrete sealant shall be a product designed to seal concrete against moisture. The sealant shall be 40 percent, minimum, organosilane solution, diluted in a suitable solvent, and shall consist of alkyltrimethoxysilanes with alkyl groups of i-butyl, i-octyl, n-octyl, singularly or in combination. When applied to a concrete surface that has been surface dry not less than 48 hours, the sealant shall seal the surface to the extent that 5 days after applying, a spray of water will not change the appearance of the concrete.

The concrete sealant shall be tinted with a fugitive dye which colors the sealant on the concrete surface for at least 4 hours after application and then disappears within 7 days after application.

Each shipment of concrete sealant shall be accompanied by the manufacturer's recommendations for application of concrete sealant and a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

The concrete surface shall be dry for not less than 48 hours immediately before sealant is applied.

Concrete sealant shall be applied during periods of weather as recommended by the manufacturer except that the sealant shall be applied only when the atmospheric temperature is between 5°C and 38°C and when wind velocity is less than 2.25 m/s. The application of concrete sealant shall conform to the manufacturer's recommendations.

One coat of sealant shall be applied to the concrete surface at the coverage rate of approximately 2.5 m²/L. The sealant shall be applied using an airless sprayer with 140 kPa pressure, maximum. The sprayer shall be equipped with a calibrated pressure gauge showing the pressure during the spraying operation. For small areas, if approved by the Engineer, rollers may be used to apply the sealant.

Subject to written approval of the Engineer, the Contractor may provide suitable enclosures to permit concrete sealing during inclement weather.

Approximately 24 hours after placement of the concrete sealer, the Contractor shall uniformly dampen the treated concrete surface using a fine water spray. The spray shall be sufficient to completely wet the surface without causing excessive runoff.

After 5 days following sealant application, if required by the Engineer, the Contractor shall spray designated sealed concrete surfaces with a fresh water spray to verify sealant coverage. Surfaces determined to lack sufficient sealant coverage shall be resealed.

Full compensation for epoxy-coated bar reinforcement and sealing concrete barrier surfaces shall be considered as included in the contract price paid per meter for concrete barrier of the type or types listed in the Engineer's Estimate and no separate payment will be made therefor.

10-1.42 CABLE RAILING

Cable railing shall conform to the provisions in Section 83-1, "Railings," of the Standard Specifications.

10-1.43 THERMOPLASTIC TRAFFIC STRIPES (SPRAYABLE)

Sprayable thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall conform to the requirements of the Department of Transportation Specification PTH 392B, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow.

The second and third sentences of Section 84-2.02, "Materials," of the Standard Specifications are amended to read:

Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-004 (Type II).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819-4612, Telephone 916-227-7289.

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Sprayable thermoplastic traffic stripes shall be applied in conformance with the requirements specified for applying thermoplastic traffic stripes, except for the following:

Sprayable thermoplastic material for traffic stripes shall be applied by spray methods in a single uniform layer at the minimum thickness of 0.76-mm.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless a different temperature is recommended by the manufacturer.

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 sprayable thermoplastic traffic stripes specified herein, except that STAMARK Brand Pavement Tape, Bisymmetric 1.75 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 sprayable thermoplastic traffic stripes, the pavement tape will be measured and paid for as thermoplastic traffic stripe (sprayable).

Sprayable thermoplastic traffic stripes will be measured by the meter along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two, 100 mm wide yellow stripes will be measured as one traffic stripe.

The contract price paid per meter for thermoplastic traffic stripe (sprayable) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.44 PAINT TEMPORARY TRAFFIC STRIPES

Painting temporary traffic stripes (traffic lines) shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

The subparagraphs of the first paragraph in Section 84-3.02, "Materials," of the Standard Specifications are amended to read:

	State Specification No.
Solvent Borne, Acrylic Copolymer Traffic Line.—White, Yellow and Black	PT-170-A
Water Borne, Traffic Line.—White, Yellow and Black	8010-20A

The second and third paragraphs in Section 84-3.02, "Materials," of the Standard Specifications are amended to read:

Glass beads shall conform to State Specification 8010-004 (Type II).

State Specifications for traffic paint and glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819-4612, Telephone 916-227-7289.

10-1.45 PAVEMENT MARKERS

Pavement markers shall conform to 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" in these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

Reflective 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, "Reflective Pavement Markers," of the Standard Specifications.

Existing pavement markers, when no longer required for traffic lane delineation as shown on the plans and as directed by the Engineer, shall be removed and disposed of. Full compensation for removing existing pavement markers, when no longer required, shall be considered as included in the contract unit price paid for remove pavement marker and no separate payment will be made therefor.

SECTION 10-2. (BLANK)

SECTION 10-3. LIGHTING AND ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

Modifying rest area lighting conduit shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

10-3.02 COST BREAK-DOWN

The Contractor shall furnish to the Engineer a cost break-down for each contract lump sum item of work described in this Section 10-3.

The Contractor shall determine the quantities required to complete the work shown on the plans. The quantities and values shall be included in the cost break-down submitted to the Engineer for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted for approval.

No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contract lump sum price bid for the work. Overhead and profit shall be included in each individual unit listed in the cost break-down, however, costs for traffic control system shall not be included. Bond premium, temporary construction facilities, plant and other items will not be paid for under the various electrical work items and shall be included in the mobilization bid item for the entire project.

The cost break-down shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

The Engineer will use the approved cost break-down to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined at the Engineer's discretion in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

The cost breakdown shall, as a minimum, include the following items:

- conduit - list by each size and installation method
- pull boxes - each type
- conductors - each size and type

10-3.03 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Full compensation for maintaining existing and temporary electrical systems shall be considered as included in the contract price paid for the item requiring the existing or temporary electrical system to be maintained, and no additional compensation will be allowed therefor.

10-3.04 CONDUIT

After conductors have been installed, the ends of conduits terminating in pull boxes shall be sealed with an approved type of sealing compound.

10-3.05 PULL BOXES

Grout shall be placed in bottom of pull boxes.

10-3.06 TRAFFIC PULL BOXES

Traffic pull boxes and covers shall have a vertical proof-load strength of 111 kN. The 111 kN load shall be distributed through a 229-mm x 229-mm x 51-mm steel plate according to Federal Specification RR-F-621e. This load shall be placed anywhere on the box and cover for a period of one minute without causing any cracks or permanent deformations.

The No. No. 5(T) pull boxes shall be reinforced with a galvanized Z-bar welded frame and cover similar to that shown on the plans for No. 6(T) pull boxes. Frames shall be anchored to the boxes by means of 6-mm x 57-mm long concrete

anchors. Six concrete anchors shall be provided for each No. 5(T) and No. 6(T) pull box, one placed in each corner and one placed near the middle of each of the longer sides.

Hold down screws shall be 9-mm hex flange cap screws of Type 316 stainless steel. The nut shall be zinc plated carbon steel and shall be made vibration resistant with a wedge ramp at the root of the thread. The nut shall be spot welded to the underside of, or fabricated with, the galvanized Z-bar pull box frame.

Steel covers shall be countersunk approximately 6 mm to accommodate the bolt head. The bolt head shall not extend more than 3 mm above the top of the cover when tightened down. A 6-mm tapped hole and brass bonding screw shall be provided.

The opening of traffic pull boxes shall have the following dimensions:

Pull Box Type	Width (± 25 mm)	Length (± 25 mm)
No. 5(T)	330 mm	600 mm
No. 6(T)	430 mm	760 mm

Concrete placed around and under traffic pull boxes as shown on the plans shall contain a minimum of 325 kg of portland cement per cubic meter.

After the installation of traffic pull boxes, the steel covers shall be installed and kept bolted down during periods when work is not actively in progress at the pull box. When placing the steel cover for the final time, the cover and the Z-bar frame shall be cleaned of all debris and securely tightened down.

10-3.07 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B".

10-3.08 PAYMENT

The contract lump sum price paid for electrical work shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in modifying rest area lighting conduit, complete in place, including the conduits for the telephone company as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

(1) Estimating _____

(2) Marketing and sales _____

(3) Hiring and firing of management personnel _____

(4) Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____	_____
Name of Firm	Name of Firm
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall

include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
 - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or

part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more 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)

Contract No. <Dist>-<Contract_No>

- 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.