MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC WORKS

BOOK ONE

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

PEACH TREE ROAD BRIDGE NO. 412
PROJECT NO. 2201
State Project No: 05-142284L
Federal Aid Project No: STPLZ-5944(041)

TITLE SHEET

BOARD OF SUPERVISORS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

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Fernando Armenta
Dave Potter
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Enrique Saavedra, P.E., RMA-Acting Assistant Director of Public Works

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

PEACH TREE ROAD BRIDGE NO. 412
PROJECT NO. 2201
State Project No: 05-142284L
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IN
MONTEREY COUNTY

APPROVED AS TO FORM	APPROVED AS TO INDEMNITY/ INSURANCE LANGUAGE	APPROVED AS TO FISCAL TERMS
MARY GRACE PERRY Deputy County Counsel	STEVEN F. MAUCK Risk Manager	GARY GIBONEY Chief Deputy Auditor Controller

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS MAY 2006, THE STANDARD PLANS MAY 2006, **INCLUDING ISSUED AMENDMENTS THROUGH OCTOBER 19, 2012**; THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

168 W. Alisal Street 2nd Floor
Salinas, CA 93901-2438
(831) 755-4800

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PEACH TREE ROAD BRIDGE NO. 412
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The Special Provisions contained herein have been prepared by or under the direction of the following registered person.

_____

Name *Date*

STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. Applicable Revised Standard Plans (RSPs) and New Standard Plans (NSPs) indicated below are included in the project plans as Standard Plan sheets.

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METAL BEAM GUARD RAILING – CONNECTIONS DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS

RSP A77J1 Metal Beam Guard Railing – Connections to Bridge Railings without Sidewalks Details No. 1

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COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 3:00 p.m., on June 13, 2016, for the

PEACH TREE ROAD BRIDGE NO. 412
PROJECT NO. 2201
State Project No: 05-142284L
Federal Aid Project No: STPLZ-5944(041)

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The work to be done consists, in general of replacement of the existing steel deck unit bridge with a new precast prestressed voided slab unit bridge and associated approach roadway work. The Engineer's Estimate for the construction costs is $1,177,000.

The County of Monterey affirms that in any contract entered into pursuant to this advertisement, disadvantage business enterprise will be afforded full opportunity to submit bids in response to this invitation

The DBE contract goal is 5% percent.

The Bidder shall possess either a valid Class A license, at the time of the contract award.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent of the amount bid, must accompany the bid.

The successful bidder shall furnish a payment bond and a performance bond each in the amount of 100 percent of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency/public-works/special-announcements-notices Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL STREET, 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of $5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

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 and are available at the Department of Public Works, 168 W. Alisal Street, 2nd Floor, Salinas, CA 93901, and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Public Contract Code section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the contract.

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call the U.S. Department of Transportation (1-800-424-9071) "hotline," between 8:00am and 5:00pm, and report these activities.

The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Date: May 17, 2016

BENNY J. YOUNG
INTERIM DIRECTOR OF RMA-PUBLIC WORKS
COUNTY OF MONTEREY

RESOURCE MANAGEMENT AGENCY
DEPARTMENT OF PUBLIC WORKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

PEACH TREE ROAD BRIDGE NO. 412
PROJECT NO. 2201
State Project No: 05-142284L
Federal Aid Project No: STPLZ-5944(041)

SECTION 1 – DEFINITION AND TERMS

1-1.01 SPECIFICATIONS AND PLANS:
The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, dated May 2006, of the State of California, Department of Transportation, as amended, insofar as the same may apply and in accordance with the following Special Provisions:

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 such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

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, "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:
For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1, "Definition and Terms," of the Standard Specifications and these Special Provisions:

1-1.03 DEFINITIONS:
The following terms defined in Section 1, "Definitions and Terms," of the Standard Specifications shall be interpreted to have the following meaning and intent:

State:	County of Monterey
Department:	The Monterey County Resources Management Agency-Department of Public Works

Director: Chair of the Board of Supervisors

Engineer: RMA-Director of Public Works of Monterey County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.

Attorney General: Office of the County Counsel of Monterey County

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

Whenever in the Special Provisions and other contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Clerk of the Board: The Clerk of the Monterey County Board of Supervisors

Director of Public Works: The RMA-Director of Public Works of Monterey County.

1-1.05 STATE HOLIDAYS:

Designated legal holidays for 2016 are:

Date Observed	Holiday
January, 1st	New Year's Day
January, 18th	Martin Luther King, Jr. Birthday
February, 12th	Lincoln's Birthday
February, 15th	Washington's Birthday
March, 31st	Cesar Chavez Day
May, 30th	Memorial Day
July, 4th	Independence Day
September, 5th	Labor Day
October, 10th	Columbus Day
November, 11th	Veterans' Day
November, 24th	Thanksgiving Day
November, 25th	Day after Thanksgiving Day
December, 25th	Christmas Day

SECTION 2 - BIDDING

2-1.01 GENERAL:

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she/it must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.13, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, Book Two. Bidder's security in the

form of cashier's check or certified check shall be made payable to the County of Monterey.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Non-collusion Affidavit.

This Contract will require a Class "A" contractor's license.

2-1.02 DISADVANTAGE BUSINESS ENTERPRISE (DBE):

Under 49 CFR 26.13(b):

> The contractor, subrecipient 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.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

DBE COMMITMENT SUBMITTAL

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within four (4) business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

GOOD FAITH EFFORTS SUBMITTAL

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening. If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made

available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

EXHIBIT 15-G – LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.
Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

SUBCONTRACTOR AND DISADVANTAGE BUSINESS ENTERPRISE RECORDS

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.
The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor

- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.
Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not

occur. Your request to use other forces or material sources must include:

1. One (1) or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2-1.03 BID OPENING:

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-1.04 BID RIGGING:

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours seven (7) days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.05 SUBCONTRACTORS LIST:

Each bid shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of his total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code.

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein by law, is included in the Bid.

2-1.06 JOB SITE AND DOCUMENT EXAMINATION:

The bidder shall examine carefully the site of the work contemplated, the specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered

insofar as this information was reasonably ascertainable from an inspection of the site as well as from the specifications made a part of the contract.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed, faxed, or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

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

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

2-1.07 FEDERAL LOBBYING RESTRICTIONS:

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient 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 Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book 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:

(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a

covered Federal action; or
(3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL:
The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.02 CONTRACT AWARD:
If the Agency awards the contract, the award is made to the lowest responsible bidder.

In lieu of Section 3-1.02, "Contract Award," of the Standard Specification, insert the following:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the 5th business day following the notice of intent to award the contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS TO THE ATTENTION OF THE PROJECT MANAGER/168 W ALISAL STREET FL2/SALINAS CA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager's E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Department of Public Works requests to provide additional information. The Department shall respond to the protesting party, stating its finding. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the contract, if it be awarded, will be to the lowest responsible bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Bidder in regards to the work covered by the bid.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed contract documents shall be delivered to the following address:
MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL ST, 2ND FL, SALINAS, CA, 93901-2438.

3-1.03 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):
In lieu of the second paragraph in Section 3-1.03 "Contract Bonds" of the Standard Specifications, the following shall be inserted:

2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least One Hundred Percent (100%) of the total bid.

The two (2) bonds shall be written by an admitted corporate surety.

3-1.04 CONTRACTOR'S LICENSING LAWS:
Attention is directed to the provisions in Section 7-1.01C, "Contractor's Licensing Laws" of the Standard Specification for federal-aid contract.

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

3-1.05 CONTRACTOR REGISTRATION WITH THE DEPARMENT OF INDUSTRIAL RELATIONS:
Attention is directed to Department of Industrial Relations Contractor registration for public works project.

Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1(a), for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For Contractor Registration, go to: http://www.dir.ca.gov/Public-Works/PublicWorks.html

SECTION 4 - PROSECUTION AND PROGRESS

4-1.01 START OF JOB SITE ACTIVITIES, TIME , 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 of the issuance of the Notice to Proceed by the County of Monterey. This work shall be diligently prosecuted to completion before the expiration of 80 WORKING DAYS.

The Contractor shall pay to the County of Monterey the sum of $1,900 liquidated damages per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

4-1.02 PRE-CONSTRUCTION CONFERENCE:
In lieu of Section 8-1.025, "Preconstruction Conference," of the Standard Specifications, insert the following:

> A pre-construction conference will be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 855 E. LAUREL DRIVE, BUILDING D, SALINAS, CA, where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

4-1.03 SCHEDULE:
Comply with Section 8-1.04B, "Critical Path Method Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

The schedule software must be Microsoft Project 2010.

Full compensation for submitting the required schedules shall be considered as included in the contract prices paid for the various items of work involved, and no additional compensation shall be allowed therefor.

SECTION 5 - GENERAL

SECTION 5-1 - MISCELLANEOUS

5-1.01 LABOR NON DISCRIMINATION:
Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

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

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

5-1.02 LABOR CODE REQUIREMENT:
Attention is directed to Section 7-1.01A(1), "Hours of Labor," of the Standard Specifications.

5-1.03 GENERAL PREVAILING WAGE RATES:
Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available on the Internet at: http://www.dir.ca.gov/dlsr/pwd/. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the contract are determined in accordance with Section 1770, et. seq., of the Labor Code; and the contractor shall comply with all applicable sections thereof.

The Contractor shall post the prevailing wage rates at the job site or as directed by the Engineer.

5-1.04 PAYROLL RECORDS:
The Contractor's attention is directed to Section 7- 1.01A(3), "Certified Payroll Records," of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions by his/her/its Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

5-1.05 INDEMNIFICATION AND INSURANCE:
Attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications and these Special Provisions.

In addition to all the requirements in Section 7-1.12B (4)(b) of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The contractor's insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the

address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail 30 days advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

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 of California or County of Monterey from taking such other actions as is available to them under any other provision of this contract (except retainage of money due to the Contractor) or otherwise in law.

Nothing in the contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the County, Contractor shall file certificates of insurance with the County Contracts/Purchasing Department and with the County Director of Public Works, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

5-1.06 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
Attention is directed to Section 7-1.12B(3), "Workers' Compensation and Employer's Liability Insurance," of the Standard Specifications.

5-1.07 WORK DESCRIPTION
The work to be done consists, in general, of pavement delineation, including but not limited to clearing and grubbing, and traffic control. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

5-1.08 INCREASED AND DECREASED QUANTITIES:
The County reserves the right to increase, decrease or delete the quantities of items as follows:

ITEM CODE.	ITEM
071325	Temporary Fence (Type ESA)
074029	Temporary Silt Fence

The adjustment provision in Section 4-1.03 "Changes" of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Plans, Standard

Specifications, or these Special Provisions, shall be performed, placed, constructed, or installed.

5-1.09 BALANCING CHANGE ORDER:
Prior to submitting for the final estimate, a balancing change order adjusting quantities to reflect those actually used during construction will be issued.

5-1.10 DIFFERING SITE CONDITIONS:

CONTRACTOR'S NOTIFICATION

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
   - Contract documents
   - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

ENGINEER'S INVESTIGATION AND DECISION

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

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

5-1.11 AREAS FOR CONTRACTOR'S USE:
The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

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

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall obtain encroachment permits prior to occupying County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the

MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W ALISAL STREET 2ND FLOOR, SALINAS, CA 93901-2438.

Residence trailers will not be allowed within the County right-of-way.

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

The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits.

5-1.12 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.

5-1.13 FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS:

The following Required Contract Provisions for Federal Aid Construction Contracts apply to this project with the exception of Section IV, “Davis-Bacon and Related Act Provisions”.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of 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 under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective 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 Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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 Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is 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 its bid or proposal that the participant 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.

5-1.14 FEMALE AND MINORITY GOALS:

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) 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, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa 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	 12.3 24.3

	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

5-1.15 FEDERAL TRAINEE PROGRAM:

For the Federal training program, the minimum number of trainees or apprentices required is zero (0).

This Section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be

trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of MONTEREY :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County of MONTEREY approval for this submitted information before you start work. The County of MONTEREY credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of MONTEREY and FHWA approves a program if one (1) of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of MONTEREY reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one (1) of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

5-1.16 TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or

supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain records and submit reports documenting your performance under this Section

5-1.17 BUY AMERICA:

Attention is directed to Section 6-1.085, "Buy America (23 CFR 635.410)," of the Standard Specifications and these Special Provisions.

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

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be

used.

Production includes:

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

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

5-1.18 USE OF UNITED STATES-FLAG VESSELS:

The contractor agrees to:

(1) To utilize privately owned United State-flag commercial vessels to ship at least Fifty Percent (50%) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this Section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

5-1.19 RELATIVE COMPACTION:

Wherever relative compaction is specified to be determined by Test Method No. California 216 or Test Method No. California 231 the relative compaction will be determined by Test Method No. California 231.

5-1.20 AUTHORIZED MATERIAL LIST:

The Department maintains list of Authorized Materials List. The Engineer shall not be precluded from sampling and testing products on the list of Authorized Materials List.

The manufacturer of products on the list of Authorized Materials List shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for each type of product supplied.

For those categories of materials included on the list of Authorized Materials List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Authorized Materials List, may be used in the work provided they conform to the requirements of the Standard Specifications and as approved by the engineer.

For the Authorized Material Lists, go to: http://www.dot.ca.gov/hq/esc/approved_products_list

5-1.21 QUALITY ASSURANCE :
The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

5-1.22 SUBCONTRACTING:
Attention is directed to Section 5-1.055, "Subcontracting" of the Standard Specifications.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code Section 4100 et seq., the County of Monterey may exercise the remedies provided under Public Contract Code Section 4110. The County of Monterey may refer the violation to the Contractors State License Board as provided under Public Contract Code Section 4111.

The Contractor shall perform work equaling at least Thirty Percent (30%) of the value of the original total bid with the Contactor's own employees and equipment, owned or rented, with or without operators.

5-1.23 PROMPT PAYMENT OF FUNDS WITHHELD 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.

No retainage will be held by the agency from progress payments due the prime contractor. A prime contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

This provision applies to both DBE and non-DBE subcontractors.

5-1.24 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:
Attention is directed to Section 9-1.07, "Progress Payments," and 9-1.08 "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

In lieu of Section 9-1.07C, "Materials On Hand," of the Standard Specifications, the following shall be inserted:

No progress payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.25 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

GENERAL

Summary

This Section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. This Section does not apply if you opted out of payment adjustment for price index fluctuations at the time of bid opening. A form is provided in the Bid Form.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than Five Percent (5%) higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the 1st business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

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

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If you do not complete the work within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. Fifty Percent (50%) or more over the price index at bid opening, notify the Engineer.

2. One Hundred Percent (100%) or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

Submittals

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight, as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. For slurry seals, submit certified weight slips separately for the asphaltic emulsion.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in HMA using the following formula:

$Qh = HMATT \times [Xa / (100 + Xa)]$

where:

Qh =	quantity in tons of asphalt used in HMA
HMATT =	HMA total tons placed
Xa =	theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Modified Asphalt Binder in Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

$Qmh = MHMATT \times [(100 - Xam) / 100] \times [Xmab / (100 + Xmab)]$

where:

Qmh =	quantity in tons of asphalt in modified asphalt binder used in HMA
MHMATT =	modified asphalt binder HMA total tons placed
Xam =	specified percentage of asphalt modifier
Xmab =	theoretical modified asphalt binder content from the job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following

formulas:

Qrap = HMATT x [Xaa / (100 + Xaa)]

where:

Xaa = Xta - [(100 -Xnew) x (Xra / 100)]

and

Qrap =	quantity in tons of asphalt used in HMA containing RAP
HMATT =	HMA total tons placed
Xaa =	asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
Xta =	total asphalt content of HMA expressed as percentage of the weight of dry aggregate
Xnew =	theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
Xra =	asphalt content of RAP expressed as percentage

Tack Coat

The Engineer calculates the quantity of asphalt in tack coat (Qtc) as either:

1. Asphalt binder using the asphalt binder total tons placed as tack coat
2. Asphaltic emulsion by applying the formula in "Asphaltic Emulsion" to the asphaltic emulsion total tons placed as tack coat

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

Qe = AETT x (Xe / 100)

where:

Qe =	quantity in tons of asphalt used in asphaltic emulsions
AETT =	undiluted asphaltic emulsions total tons placed
Xe =	minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications based on the type of emulsion used

You may, as an option, determine "Xe" by submitting actual daily test results for asphalt residue for the asphaltic emulsion used. If you choose this option, you must:

1. Take one (1) sample every 200 tons but not less than one (1) sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:

    1.1. Draw and discard the 1st gallon
    1.2. Take two separate 1/2-gallon samples

2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within three (3) business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program

4. Submit test results from independent testing laboratory within ten (10) business days of sample date

Slurry Seal

The Engineer calculates the quantity of asphalt in slurry seals (Qss) by applying the formula in "Asphaltic Emulsion" to the actual quantity of asphaltic emulsion used in producing the slurry seal mix.

Modified Asphalt Binder

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

Qmab = MABTT x [(100 - Xam) / 100]

where:

Qmab =	quantity in tons of asphalt used in modified asphalt binder
MABTT =	modified asphalt binder total tons placed
Xam =	specified percentage of asphalt modifier

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Qo).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within two (2) months during one (1) estimate period, the Engineer calculates two (2) separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the two (2) adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

PA = Qt x A

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Qt = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Qh + Qrh + Qmh + Qrap + Qtc + Qe + Qss + Qmab + Qo).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest $0.01.

For US Customary projects, use:

A = [(Iu / Ib) - 1.05] x Ib x [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent
A = [(Iu / Ib) - 0.95] x Ib x [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

A = 1.1023 x [(Iu / Ib) - 1.05] x Ib x [1 + (T / 100)] for an increase in the crude oil price index exceeding 5 percent
A = 1.1023 x [(Iu / Ib) - 0.95] x Ib x [1 + (T / 100)] for a decrease in the crude oil price index exceeding 5 percent

Iu = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.
Ib = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred
T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

5-1.26 ARBITRATION:

Section 9-1.10, "Arbitration," as defined in the Standard Specifications, is deleted from this contract. In lieu of arbitration, the following shall apply (from the Public Contract Code):

A. Application of article; inclusion of article in plans and specifications (Public Contracts Codes 20104):

1a. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and the County of Monterey.

1b. This article shall not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).

2a. "Public Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.

2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not

otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.

4. This article applies only to contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contracts Codes 20104.2):

For any claim subject to this article, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

2a. For Claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3a. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.

5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding bought under this subdivision consistent with the rules pertaining to judicial arbitration.

2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contracts Codes 2104.6):

1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract.

2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

5-1.27 ENVIRONMENTAL STEWARDSHIP:
Attention is directed to Section 14, "Environmental Stewardship," of the Standard Specifications and these Special Provisions.

5-1.28 ARCHAEOLOGICAL DISCOVERIES:
All articles of archaeological interest that may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find shall be decided under the direction of the Engineer.

5-1.29 NOISE AND VIBRATION:

NOISE CONTROL

Replace the 1st paragraph in Section 14-8.02 "Noise Control," of the Standard Specifications with the following:

Do not exceed 85 dBA (max) at 50 feet from the job site activities; where such noise will impact existing development.

Provide one (1) Type 1 sound level meter and one (1) acoustic calibrator to be used by the Department until Contract acceptance. Provide training by a person trained in noise monitoring to one (1) Department employee designated by the Engineer. The sound level meter must be calibrated and certified by the manufacturer or other independent acoustical laboratory before delivery to the Department. Provide annual recalibration by the manufacturer or other independent acoustical laboratory. The sound level meter must be capable of taking measurements using the A-weighting network and the slow response settings. The measurement microphone must be fitted with a windscreen. The Department returns the equipment to you at Contract acceptance.

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

5-1.30 HAZARDOUS WASTE AND CONTAMINATION:
Hazardous Waste and Contamination shall conform to the provisions in Section 14-11, "Hazardous Waste and Contamination" of the Standard Specification.

If delay of work in the area, due to unanticipated discovery of asbestos or hazardous substances, delays the current controlling operation, the delay will be considered as right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Delays," of the Standard Specifications.

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

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

5-1.31 AIR QUALITY:
Comply with section 14-9, “Air Quality,” of the Standard Specifications.

Dust control is included in the contract price paid for as Job Site Management.

5-1.32 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD:
This project lies within the boundaries of the Central Coast Regional Water Quality Control Board (RWQCB).

The State Water Resources Control Board (SWRCB) has issued to the Department a permit that governs storm water and non-storm water discharges from the Department's properties, facilities, and activities. The Department's permit is entitled "Order No. 99 - 06 - DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans)." Copies of the Department's permit are available for review from the SWRCB, Division of Water Quality, 1001 "I" Street, P.O. Box 100, Sacramento, California 95812-0100, Telephone fax: (916) 341-5463 and may also be obtained at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtml

This project qualifies for the Environmental Protection Agency (EPA) Small Construction Erosivity Waiver since the site is between one and five acres in size and the R-factor is less than five (5). The Small Construction Erosivity Waiver is allowed under the current statewide general permit issued by the SWRCB entitled "Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities." Copies of the statewide permit and modifications thereto are available for review from the SWRCB, Division of Water Quality, 1001 "I" Street, P.O. Box 100, Sacramento, California 95812-0100, Telephone fax: (916) 341-5463 and may also be obtained at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

Information on the EPA Small Construction Erosivity Waiver is available at:

http://cfpub.epa.gov/npdes/stormwater/waiver.cfm

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 5-1.18, "Property and Facility Preservation," 7-1.12, "Indemnification and Insurance," and 9-1.07E(5), "Penalty Withholds," of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

5-1.33 ENVIRONMENTALLY SENSITIVE AREA:
An ESA exists on this project. Before start of work, protect the ESA by installing temporary fence (Type ESA).

Various "listed" or "special status" species may occur within the limits of the construction site at different times. The Contractor's attention is directed to the various permits attached to these Special Provisions, see Appendix III, "Permits". In addition, an Initial Study and Mitigated Negative Declaration was completed by David J Powers and Associates, Inc., is available for review by the Contractor by contacting the County of Monterey RMA-Public Works Department. Prior to the start of construction and at various times during construction, the County may conduct biological field surveys within and around the construction site to determine the presence or absence of endangered and special status species. Should the presence of such species be detected, the Engineer may direct the Contractor to stop work and/or take corrective actions. Additionally, the County may undertake actions to remove the species from the site. The Contractor shall cooperate fully with all such directions and actions. If Federally-listed species are found at the sight, the County must contact Caltrans immediately for instruction on how to proceed.

Corrective actions directed by the Engineer, that would not otherwise be required by the project plans, the Standard Specifications, or these Special Provisions, will be paid for as extra work as provided in Section 4-1.03 "Changes" of the Standard Specifications.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of direction from the Engineer to stopping work and/or taking corrective actions. At the sole discretion of the Engineer, these delays may be considered right of way delays within the meaning of Section 8-1.09, "Delays," of the Standard Specifications, and if so considered, compensation for the delay will be determined in conformance with the provisions in Section 8-1.09, "Delays." The Contractor shall be entitled to no other compensation for that delay.

5-1.34 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE:
A portion of this project is located within the jurisdiction of the California Department of Fish and Wildlife. An agreement regarding a stream or lake alteration has been entered into by the County of Monterey and the Department of Fish and Wildlife. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

A copy of the agreement is included in Appendix III, "Permits," of these Special Provisions.

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

Fish and Game Code Section 1601.

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

Modifications to the agreement between the County of Monterey and the Department of Fish and Wildlife 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 shall be performed which is inconsistent with the original agreement or proposed modification until the departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Delays," of the Standard Specifications.

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

Modifications to any agreement between the RMA-Department of Public Works and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this Section shall be made a part of every subcontract executed pursuant to this contract.

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

5-1.35 RELATIONS WITH UNITED STATES ARMY CORPS OF ENGINEERS:

A portion of this project is located within waters of the United States under the jurisdiction of the United States Army Corps of Engineers, which has issued a permit for the project. The Contractor shall fully inform himself of all rules, regulations and conditions that may govern his operations in said area and shall conduct his work accordingly.

A copy of the permit is included in Appendix III, "Permits" of these Special Provisions.

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

5-1.36 DESIGNATED BIOLOGIST/BIOLOGICAL MONITOR:

An agreement regarding the incidental take of the California tiger salamander (*Ambystoma californiense*) has been entered into by the County of Monterey and the Department of Fish and Wildlife (CDFW).

A copy of the Incidental Take Permit (ITP) permit is included in Appendix III, "Permits," of these Special Provisions.

The Contractor shall be responsible for performing the duties require of the Designated Biologist as specified in the ITP permit. The Contractor shall submit within ten (10) days of the contract approval the name(s) and qualifications of the proposed Designated Biologist(s) as specified in

the Section 5.2 of the ITP permit for approval by the County and CDFW. The Designated Biologist candidate submitted shall be knowledgeable and experienced in the biology, natural history collecting and handling the California tiger salamander.

The Designated Biologist shall provide all biological monitoring required to fully comply with the requirements and conditions of the ITP permit.

Full compensation for providing properly licensed and permitted biological monitor as outlined in Sections 5.2 and 5.3 of the ITP permit for the duration of the entire project, handling and relocation of any California tiger salamander within the project site for the duration of the project, and performing the tasks outlined in Section 6, "Monitoring, Notification and Reporting Provisions", and Section 7, "Take Minimization Measures", including all notes, work oversight, inspections, reports, daily logs, and related documentation, regardless of the number of times it is required, shall be considered as included in the lump sum contract price for "Biological Monitoring" and no separate payment will be made therefor.

SECTION 6 - (BLANK)

SECTION 7 - (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

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

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

("length along the direction of travel" x "marker width")

1. Apex, Model 921AR (4" x 4")
2. Ennis-Flint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH (3.1" x 4.5")
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

1. Ennis-Flint, Model 948 (2.3" x 4.7")
2. Ennis-Flint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")*

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

Non-Reflective, 4-inch Round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

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

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

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"

4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. Tape 4, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", Series 780 and Series 710
8. 3M Series A145, Removable Black Line Mask
   (Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
   (Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
    (Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
    (Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Ennis-Flint, "Hot Tape"
2. Ennis-Flint, "Premark Plus"
3. Ennis-Flint, "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)

8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

Lane Separation System

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb
6. Shur-Tite Products, SHUR-Curb , Model No. SF0200

CONICAL DELINEATORS, 42-inch

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top", TDSC Series
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42
7. Custom-Pak 4600 (Part No. 93005-0001)

8. Plasticade, Navicade, 650 RI

OBJECT MARKERS

Type "K", 18-inch

1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA
5. Impact Recover Systems, Model 282-K

Type "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"
9. Flexible Marker Support, IMC 9484-24
10. Impact Recover Systems, Model 282-Q

CONCRETE BARRIER MARKERS AND
TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

1. Pexco LLC, "Mini" (3" x 10"), I-Flex
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

(Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27-inch

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount
9. Glasforms, Hiway-Flex, GR-27-00
10. Impact Recover Systems, 200-GRP

Barrier, Guardrail Visibility Enhancement

1. UltraGuard Safety System, Potters Industries, Inc.
2. Worldwide Safety and Irwin Hodson, Monarch Butterfly Reflective Device (MBGR only)

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series and WR-6100
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight", C85

3. 3M Series 3840, Series 3340
4. Avery Dennison S-9000C

Drums

1. Avery Dennison WR-6100 Series
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

BARRICADE SHEETING

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

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

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

1. Avery Dennison, W-2100 Series

Type IV, High Intensity (Typically Unmetalized Microprismatic Retroreflective Element)

1. 3M Series 3334/3336

Vertical Clearance Signs: Structure Mounted

1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

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

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

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

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series
4. Changzhou Hua R Sheng, Series TM 1200
5. Oracal, Oralite Series 5800

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

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

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

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"

4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

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

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

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

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)

1 3M Diamond Grade, DG3, Series 4000
2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange
5. Avery Dennison, OmniCube, T-11500 Series
6. Avery Dennison, OmniCube, T-11511, Fluorescent Yellow
7. Avery Dennison, OmniCube, T-11513, Fluorescent Yellow Green
8. Avery Dennison, OmniCube, W-11514 Fluorescent Orange

SPECIALTY SIGNS

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)
4. Kommerling, USA, KomAlu 3 mm

8-1.02 FILTER FABRIC

Filter fabric for abutment drains must be Class A as specified in Section 88-1.02, "Filtration," of the Standard Specifications.

Filter fabric for rock slope protections must be Class 8 as specified in Section 88-1.06, "Channel and Shore Protection," of the Standard Specifications.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

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

The time allowed to obtain the minimum required compressive strength as specified in Section 90-1.01, "Description," of the Standard Specifications will be 56 days when the Contractor chooses cementitious material that satisfies the following equation:

$$\frac{(41 \times UF) + (19 \times F) + (11 \times SL)}{TC} \geq 7.0$$

Where:

F = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N, including the amount in blended cement, pounds per cubic yard. F is equivalent to the sum of FA and FB as defined in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications

SL = GGBFS, including the amount in blended cement, pounds per cubic yard

UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard

TC = Total amount of cementitious material used, pounds per cubic yard

For concrete satisfying the equation above, the Contractor shall test for the modulus of rupture or compressive strength specified for the concrete involved, at least once every 500 cubic yards, at 28, 42, and 56 days. The Contractor shall submit test results to the Engineer and the Transportation Laboratory, Attention: Office of Concrete Materials.

8-2.02 RAPID STRENGTH CONCRETE FOR STRUCTURES

GENERAL

Summary

This Section includes specifications for rapid strength concrete (RSC) for structures. You may only use RSC when specified elsewhere in these special provisions.

Definitions

Opening age: The age at which the concrete will achieve the specified strength for opening to public or construction traffic.

Submittals

Mix Design

Submit the RSC mix design at least 30 days before use as allowed by these special provisions. A trial slab is required, as such, submit the RSC mix design at least ten (10) days before constructing the trial slab. Include the following in the submittal:

1. Compressive strength test results for prequalification of RSC at age of break, at three (3) days, and at 28 days
2. Opening age
3. Proposed aggregate grading
4. Mix proportions of cementitious material, aggregate, and water
5. Types and amounts of chemical admixtures, if used
6. Range of ambient temperatures over which the mix design will achieve the required minimum compressive strength
7. Source of materials

Volumetric Proportioning
When using volumetric proportioning, submit the following:

1. Aggregate moisture test results
2. Log of production data

Certificate of Compliance
Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications with each delivery of aggregate, cementitious material, and admixtures used for calibration tests. Include certified copies of the weight of each delivery.

The Certificate of Compliance must state that the source of materials used for the calibration tests is from the same source as to be used for the planned work. The Certificate of Compliance must be signed by an authorized representative.

Quality Control and Assurance

Prequalification of RSC

Prequalification of a RSC mix design includes determining the opening age and achieving the minimum specified 28-day compressive strength.

Prequalify RSC under the specifications for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the Standard Specifications. Determine the opening age as follows:

1. Fabricate at least five (5) test cylinders to be used to determine the age of break.
2. Immediately after fabrication of the five (5) test cylinders, store the cylinders in a temperature medium of 70 ± 3 °F until the cylinders are tested.
3. Determine the age of break to achieve an average strength of the five (5) test cylinders of not less than 1200 psi. Not more than two (2) test cylinders may have a strength of less than 1150 psi.

4. The opening age is the age of break plus one (1) hour.

Weighmaster Certifications

Weighmaster certificates for RSC, regardless of the proportioning method used, must include all information necessary to trace the manufacturer and manufacturer's lot number for the cement being used. When proportioned into fabric containers, the weighmaster certificates for the cement must contain the date of proportioning, location of proportioning, and actual net draft weight of the cement. When proportioned at the job site from a storage silo, the weighmaster certificates must contain the date of proportioning, location of proportioning, and the net draft weight of the cement used in the load.

MATERIALS

General

RSC must comply with one of the following:

1. Concrete made with portland cement. The concrete must comply with Section 90, "Portland Cement Concrete," of the Standard Specifications. Type III cement may be used.
2. Concrete made with any cement that complies with the definition of hydraulic cement or blended hydraulic cement in ASTM C 219. The concrete must comply with Section 90, "Portland Cement Concrete," of the Standard Specifications, except that:

    2.1. Cementitious material must comply with the following:

Test Description	Test Method	Requirement
Contraction in Air	California Test 527, w/c ratio = 0.39±0.010	0.053%, max.
Mortar Expansion in Water	ASTM C 1038	0.04%, max.
Soluble Chloride*	California Test 422	0.05%, max.
Soluble Sulfate*	California Test 417	0.30%, max.
Thermal Stability	California Test 553	90%, min.
Compressive Strength @ 3 days	ASTM C 109	2500 psi

*Test is to be done on a cube specimen fabricated in conformance with the requirements in ASTM C 109, cured at least 14 days, and then pulverized so that 100% passes the No. 50 sieve.

    2.2. Citric acid or borax may be used if requested in writing by the cement manufacturer and a sample is submitted to the Engineer. Chemical admixtures, if used, must be included when testing for requirements listed in the table above.

RSC must have a minimum 28-day compressive strength of 3600 psi, except that RSC placed in bridge decks must have a minimum 28-day compressive strength of 4500 psi and must comply with the shrinkage limitations as specified for bridge deck concrete in Section 90-1.01, "Description," of the Standard Specifications.

Supplementary cementitious material is not required.

Penetration requirements of Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications do not apply.

CONSTRUCTION

General

RSC may be proportioned and placed by a volumetric mixer.

Volumetric Proportioning

RSC proportioned by a volumetric mixer must comply with the requirements specified herein.

Proportion liquid admixtures under Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures," of the Standard Specifications, except proportion liquid admixtures with a meter.

Batch-mixer trucks must proportion cement, water, aggregate, and additives by volume. Aggregate feeders must be connected directly to the drive on the cement vane feeder. The cement feed rate must be tied directly to the feed rate for the aggregate and other ingredients. Only change the ratio of cement to aggregate by changing the gate opening for the aggregate feed. The drive shaft of the aggregate feeder must have a revolution counter reading to the nearest full or partial revolution of the aggregate delivery belt.

Proportion aggregate with a belt feeder operated with an adjustable cutoff gate delineated to the nearest quarter increment. The gate opening height must be readily determinable. Proportion cement by any method that complies with the accuracy tolerance specifications. Proportion water with a meter under Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Calibrate the cutoff gate for each batch-mixer truck used and for each aggregate source. Calibrate batch-mixer trucks at three (3) different aggregate gate settings that are commensurate with production needs. Perform at least two (2) calibration runs for each aggregate gate.

Individual aggregate delivery rate check-runs must not deviate more than One Percent (1%) from the mathematical average of all runs for the same gate and aggregate type. Each test run must be at least 1,000 pounds.

At the time of batching, dry and drain aggregates to a stable moisture content. Do not proportion aggregates with visible separation of water from the aggregate during proportioning. At the time of batching, the free moisture content of fine aggregate must not exceed Eight Percent (8%) of its saturated, surface-dry weight.

If the proportioning plant has separate supplies of the same size group of aggregate with different moisture content, specific gravity, or surface characteristics affecting workability, exhaust one (1) supply before using another supply.

Cover rotating and reciprocating equipment on batch-mixer trucks with metal guards.

Individual cement delivery rate check-runs must not deviate more than 1.0 percent of the mathematical average of three (3) runs of at least 1,000 pounds each.

When the water meter operates between Fifty Percent (50%) and One Hundred Percent (100%) of production capacity, the indicated weight of water delivered must not differ from the actual weight delivered by more than 1.5 percent for each of two (2) runs of 75 gallons. Calibrate the water meter under California Test 109. The water meter must be equipped with a resettable totalizer and display the operating rate.

Conduct calibration tests for aggregate, cement, and water proportioning devices with a platform scale located at the calibration site. Platform scales for weighing test-run calibration material must have a maximum capacity of 2.75 tons with maximum graduations of one (1) pound. Error test the platform scale within eight (8) hours of calibrating the batch-mixer truck proportioning devices. Perform error-testing with test weights under California Test 109. Furnish a witness scale that is within two (2) graduations of the test weight load. The witness scale must be available for use at the production site throughout the production period. Equipment needed for the calibration of proportioning systems must remain available at the production site throughout the production period.

The batch-mixer truck must be equipped so that accuracy checks can be made. Recalibrate proportioning devices every 90 days after production begins or when you change the source or type of any ingredient.

A spot calibration is calibration of the cement proportioning system only. Perform a two (2) run spot calibration each time 55 tons of cement passes through the batch-mixer truck. If the spot calibration shows the cement proportioning system does not comply with the specifications, complete a full calibration of the cement proportioning system before you resume production.

Locate cement storage immediately before the cement feeder. Equip the system with a device that automatically shuts down power to the cement feeder and aggregate belt feeder when the cement storage level is less than Twenty Percent (20%) of the total volume.

Determine aggregate moisture under California Test 223 at least every two (2) hours during proportioning and mixing operations. Record aggregate moisture determinations and submit them at the end of each production shift.

Equip each aggregate bin with a device that automatically shuts down the power to the cement feeder and the aggregate belt feeder when the aggregate discharge rate is less than Ninety Five Percent (95%) of the scheduled discharge rate.

Proportioning device indicators must be in working order before beginning proportioning and mixing operations and must be visible when standing near the batch-mixer truck.

Identifying numbers of batch-mixer trucks must be at least three (3) inches in height, and be located on the front and rear of the vehicle.

Mix volumetric proportioned RSC in a mechanically operated mixer. You may use auger-type mixers. Operate mixers uniformly at the mixing speed recommended by the manufacturer. Do

not use mixers that have an accumulation of hard concrete or mortar.

Do not mix more material than will permit complete mixing. Reduce the volume of material in the mixer if complete mixing is not achieved. Continue mixing until a homogeneous mixture is produced at discharge. Do not add water to the RSC after discharge.

Do not use equipment with components made of aluminum or magnesium alloys that may have contact with plastic concrete during mixing or transporting of RSC.

The Engineer determines uniformity of concrete mixtures by differences in penetration measurements made under California Test 533. Differences in penetration are determined by comparing penetration tests on two (2) samples of mixed concrete from the same batch or truck mixer load. The differences must not exceed 5/8 inch. Submit samples of freshly mixed concrete. Sampling facilities must be safe, accessible, clean, and produce a sample that is representative of production. Sampling devices and sampling methods must comply with California Test 125.

Do not use ice to cool RSC directly. If ice is used to cool water used in the mix, it must be melted before entering the mixer.

Proportion and charge cement into a mixer such that there is no variance of the required quantity of cement due to wind, accumulation on equipment, or other conditions.

Each mixer must have metal plates that provide the following information:

1. Designed usage
2. Manufacturer's guaranteed mixed concrete volumetric capacity
3. Rotation speed

The device controlling the proportioning of cement, aggregate, and water must produce production data. The production data must be captured at 15-minute intervals throughout daily production. Each capture of production data represents production activity at that time and is not a summation of data. The amount of material represented by each production capture is the amount produced in the period from 7.5 minutes before to 7.5 minutes after the capture time. Submit the daily production data in electronic or printed media at the end of each production shift. Report the data including data titles in the following order:

1. Weight of cement per revolution count
2. Weight of each aggregate size per revolution count
3. Gate openings for each used aggregate size
4. Weight of water added to the concrete per revolution count
5. Moisture content of each used aggregate size
6. Individual volume of other admixtures per revolution count
7. Time of day
8. Day of week
9. Production start and stop times
10. Batch-mixer truck identification
11. Name of supplier

12. Specific type of concrete being produced
13. Source of the individual aggregate sizes
14. Source, brand, and type of cement
15. Source, brand and type of individual admixtures
16. Name and signature of operator

You may input production data by hand into a pre-printed form or it may be captured and printed by the proportioning device. Present electronic media containing recorded production data in a tab delimited format on a CD or DVD. Each capture of production data must be followed by a line-feed carriage-return with sufficient fields for the specified data.

Curing Concrete

For RSC made with a proprietary cement, the curing method must be as recommended by the manufacturer of the cement and as approved by the Engineer.

For RSC made using portland cement concrete, you must:

1. Cure the concrete using the curing compound method under Section 90-7.03, "Curing Structures," of the Standard Specifications. Fogging of the surface with water after the curing compound has been applied will not be required.
2. Repair immediately any damage to the film of the curing compound with additional compound. Do not repair damage to the curing compound after the concrete is opened to public traffic.
3. Cover the surface with an insulating layer or blanket when the ambient temperature is below 65 °F during the curing period. The insulation layer or blanket must have an R-value rating given in the table below. A heating tent may be used in lieu of or in combination with the insulating layer or blanket:

R-Value Ratings

Temperature Range During Curing Period	R-value, minimum
55 °F to 65 °F	1
45 °F to 55 °F	2
39 °F to 45 °F	3

If compressive strength tests are performed in the field showing that the concrete has achieved 1200 psi, you may open the lane to traffic at the age of break. Perform the compressive strength tests under the provisions for sampling and testing cylinders in Section 90-9.01, "General," of the Standard Specifications. The decision to use this option must be made in writing to the Engineer before beginning construction.

MEASUREMENT AND PAYMENT

If calibration of volumetric batch trucks is performed more than 100 miles from the project limits, payment for rapid strength concrete is reduced by $1,000.

Full compensation for trial batch and prequalification testing shall be considered as included in the contract price paid per cubic yard for concrete (rapid setting) and no separate payment will be

made therefor.

8-2.03 PRECAST CONCRETE QUALITY CONTROL

GENERAL

Precast concrete quality control shall conform to these special provisions.

Unless otherwise specified, precast concrete quality control shall apply when any precast concrete members are fabricated in conformance with the provisions in Section 49, "Piling," or Section 51, "Concrete Structures," of the Standard Specifications.

Precast concrete quality control shall not apply to precast concrete members that are fabricated from minor concrete.
Quality Control (QC) shall be the responsibility of the Contractor. The Contractor's QC inspectors shall perform inspection and testing prior to precasting, during precasting, and after precasting, and as specified in this section and additionally as necessary to ensure that materials and workmanship conform to the details shown on the plans, and to the specifications.

Quality Assurance (QA) is the prerogative of the Engineer. Regardless of the acceptance for a given precast element by the Contractor, the Engineer will evaluate the precast element. The Engineer will reject any precast element that does not conform to the approved Precast Concrete Quality Control Plan (PCQCP), the details shown on the plans, or to these special provisions.

The Contractor shall designate in writing a precast Quality Control Manager (QCM) for each precasting facility. The QCM shall be responsible directly to the Contractor for the quality of precasting, including materials and workmanship, performed by the Contractor and all subcontractors. The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall not be employed or compensated by any subcontractor, or other persons or entities hired by subcontractors, or suppliers, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Prior to submitting the PCQCP required herein, a meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing precast concrete operations for this project, shall be held to discuss the requirements for precast quality control.

QC Inspectors shall either be 1) licensed as Civil Engineers in the State of California, or 2) have a current Plant Quality Personnel Certification, Level II, from the Precast/Prestressed Concrete Institute. A QC Inspector shall witness all precast concrete operations.

PRECAST CONCRETE QUALIFICATION AUDIT

Unless otherwise specified, no Contractors or subcontractors performing precast concrete operations for the project shall commence work without having successfully completed the Department's Precast Fabrication Qualification Audit, hereinafter referred to as the audit. Copies of the audit form, along with procedures for requesting and completing the audit, are available at:

http://www.dot.ca.gov/hq/esc/Translab/OSM/smbresources.htm

An audit that was previously approved by the Department no more than three (3) years before the

award of this contract will be acceptable for the entire period of this contract, provided the Engineer determines the audit is for the same type of work that is to be performed on this contract.

A list of facilities which have successfully completed the audit and are authorized to provide material for this contract is available at:

http://www.dot.ca.gov/hq/esc/Translab/OSM/smdocuments/Internet_auditlisting.pdf

Successful completion of an audit shall not relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in these special provisions and as shown on the plans.

PRECAST CONCRETE QUALITY CONTROL PLAN

Prior to performing any precasting operations, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, three (3) copies of a separate PCQCP for each item of work to be precast. A separate PCQCP shall be submitted for each facility. As a minimum, each PCQCP shall include the following:

A. The name of the precasting firm, the concrete plants to be used, and any concrete testing firm to be used;
B. A manual prepared by the precasting firm that includes equipment, testing procedures, safety plan, and the names, qualifications, and documentation of certifications for all personnel to be used;
C. The name of the QCM and the names, qualifications, and documentation of certifications for all QC inspection personnel to be used;
D. An organizational chart showing all QC personnel and their assigned QC responsibilities;
E. The methods and frequencies for performing all required quality control procedures, including all inspections, material testing, and any required survey procedures for all components of the precast elements including prestressing systems, concrete, grout, reinforcement, steel components embedded or attached to the precast member, miscellaneous metal, and formwork;
F. A system for identification and tracking of required precast element repairs, and a procedure for the reinspection of any repaired precast element. The system shall have provisions for a method of reporting nonconforming precast elements to the Engineer; and
G. Forms to be used for Certificates of Compliance, daily production logs, and daily reports.

The Engineer shall have four (4) weeks to review the PCQCP submittal after a complete plan has been received. No precasting shall be performed until the PCQCP is approved in writing by the Engineer.

A PCQCP that was previously approved by the Engineer no more than one (1) year prior to the beginning of work on this contract will be acceptable for the entire period of this contract, provided the Engineer determines the PCQCP is for the same type of work that is to be performed for this contract.

An amended PCQCP or addendum shall be submitted to, and approved in writing by the Engineer, for any proposed revisions to the approved PCQCP. An amended PCQCP or addendum will be required for any revisions to the PCQCP, including but not limited to changes in concrete plants or source materials, changes in material testing procedures and testing labs, changes in procedures and equipment, changes in QC personnel, or updated systems for tracking and identifying precast elements. The Engineer shall have two (2) weeks to complete the review of the amended PCQCP or addendum, once a complete submittal has been received. Work that is affected by any of the proposed revisions shall not be performed until the amended PCQCP or addendum has been approved.

After final approval of the PCQCP, amended PCQCP, or addendum, the Contractor shall submit seven (7) copies to the Engineer of each of these approved documents.

It is expressly understood that the Engineer's approval of the Contractor's PCQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformance with the requirements of the plans and specifications. The Engineer's approval shall neither constitute a waiver of any of the requirements of the plans and specifications nor relieve the Contractor of any obligation thereunder; and defective work, materials, and equipment may be rejected notwithstanding approval of the PCQCP.

REPORTING

The QC Inspector shall provide reports to the QCM on a daily basis for each day that precasting operations are performed.

A daily production log for precasting shall be kept by the QCM for each day that precasting operations, including setting forms, placing reinforcement, setting prestressing steel, casting, curing, post tensioning, and form release, are performed. The log shall include the facility location, and shall include a specific description of casting or related operations, any problems or deficiencies discovered, any testing or repair work performed, and the names of all QC personnel and the specific QC inspections they performed that day. The daily report from each QC Inspector shall also be included in the log. This daily log shall be available for viewing by the Engineer, at the precasting facility.

All reports regarding material tests and any required survey checks shall be signed by the person who performed the test or check, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or type-written next to all signatures.

The Engineer shall be notified immediately in writing when any precasting problems or deficiencies are discovered and of the proposed repair or process changes required to correct them. The Engineer shall have four (4) weeks to review these procedures. No remedial work shall begin until the Engineer approves these procedures in writing.

The following items shall be included in a precast report that is to be submitted to the Engineer following the completion of any precast element:

A. Reports of all material tests and any required survey checks;

B. Documentation that the Contractor has evaluated all tests and corrected all rejected deficiencies, and all repairs have been re-examined with the required tests and found acceptable; and
C. A daily production log.

At the completion of any precast element, and if the QCM determines that element is in conformance with these special provisions, the QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. This Certificate of Compliance shall be submitted with the precast report. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans and the provisions of the Standard Specifications and these special provisions.

PAYMENT

In the event the Engineer fails to complete the review of 1) a PCQCP, 2) an amended PCQCP or addendum, or 3) a proposed repair or process change, within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

All required repair work or process changes required to correct precasting operation deficiencies, whether discovered by the QCM, QC Inspector, or by the Engineer, and any associated delays or expenses to the Contractor caused by performing these repairs, shall be at the Contractor's expense.

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

8-2.04 SELF-CONSOLIDATING CONCRETE FOR PRECAST ELEMENTS

GENERAL

Summary

This section includes specifications for self-consolidating concrete (SCC).

You may use SCC for only the following cases:

1. For precast concrete
2. Where the specifications allow the use of SCC

Definitions

self-consolidating concrete: Flowing concrete capable of spreading to a level state without segregation and without the use of internal or external vibrators.

Submittals

Submit the following for approval before placing SCC:

1. SCC mix design and placement procedures
2. Trial batch test report

Quality Control and Assurance

General

Prepare SCC specimens for compressive strength testing under California Test 540 except fabricate test specimens as follows:

1. Place test molds on a firm, flat surface to prevent distortion of the bottom surface. When more than 1 specimen is to be made from the same batch, make all specimens simultaneously. Fill the mold in 1 lift, pouring the concrete from a larger container. Pat sides of the mold lightly by hand, or jig by rocking the mold from side to side.
2. Strike off the surface of the concrete even with the top edge of the mold. Wipe the sides of the mold free of excess concrete and press the lid on.

Prequalification of SCC Mix Design

Prequalify the SCC mix design with a trial batch using the same materials, mix proportions, mixing equipment, procedures, and size of batch to be used in the production of SCC. The trial batch test report for the SCC mix design must include the following tests and results:

SCC Mix Design Requirements

Property	Requirement	Test Method
Slump Flow	At least 20 inches	ASTM C 1611
Flow Rate - T_{50}	Between 2 and 7 seconds	ASTM C 1611
Visual Stability Index	1 or less	ASTM C 1611
J-Ring Flow	The difference between J-Ring flow and the slump flow must not exceed 2 inches	ASTM C 1621
Column Segregation	Static segregation must not exceed 15%	ASTM C 1610
Bleeding	Bleeding capacity must not exceed 2.5%	ASTM C 232
Compressive Strength	The average of 5 test cylinders must be at least 600 psi greater than the specified strength.[a]	California Test 521
Minimum Compressive Strength	The minimum for an individual test cylinder must not be less than the specified strength.[a]	California Test 521

Note:
[a] At the maximum age specified or allowed

Field Quality Control

Determine the fine aggregate moisture content for each batch of SCC.

Determine slump flow and visual stability index (VSI) under ASTM C 1611 at the beginning of SCC placement and whenever a set of concrete cylinders is prepared. The slump flow must not vary by more than three (3) inches from the mix design slump flow, and the minimum allowable slump flow is 20 inches. VSI must be 1.0 or less. If the Engineer rejects SCC for slump flow and VSI, make corrective changes in the SCC mix design or placement procedures before placing additional SCC. Submit revised SCC mix design or placement procedures for approval.

MATERIALS

SCC must comply with Section 90, "Portland Cement Concrete," of the Standard Specifications except Section 90-3, "Aggregate Gradings," of the Standard Specifications does not apply.

PAYMENT

The Department measures and pays for SCC under the specifications requiring or allowing its use.

SECTION 8-3. (BLANK)

SECTION 9. DESCRIPTION OF BRIDGE WORK

The bridge work to be done consists, in general, of constructing the following structure:

PEACH TREE ROAD BRIDGE (REPLACEMENT)
State Bridge No. 44C-0151
County Bridge No. 412

A simple span precast prestressed concrete voided slab unit bridge approximately 74-feet long and 27-feet wide including removal of existing steel deck unit bridge approximately 58-feet long and 17-feet wide.

The roadway work to be done consists, in general, of constructing bridge approach roadway conforms and rock slope protection.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect two (2) Type 1 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, the border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

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

FEDERAL HIGHWAY TRUST FUNDS STATE HIGHWAY SEISMIC RETROFIT FUNDS MONTEREY COUNTY TRANSPORTATION FUNDS

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

BRIDGE CONSTRUCTION

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

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

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

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

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

10-1.01 RESIDENT ENGINEERS OFFICE

The Contractor shall furnish, until One Hundred Percent (100%) of the work is accepted exclusive of plant establishment period, a Resident Engineers office conforming to these Special Provisions. The office shall be for the exclusive use of the Engineer and shall be within the Peach Tree Road Bridge Project site at a location as indicated by the Engineer.

The overall size of the office shall be 700 square feet minimum, and it shall be furnished with doors and windows capable of being locked. The office shall be partitioned to provide two (2) private offices of not less than 115 square feet each and a conference area of not less than 180 square feet. The private offices shall be provided with a lockable closet and at least 25 feet of 1 foot wide shelving located as directed by the Engineer and two (2) portable bookcases, each with a minimum of three four-foot long shelves.

The office is a trailer, the perimeter of the office area shall be secured by a 6 foot high chain link fence. The Contractor shall provide a lockable gate and lock assembly with 2 keys. Title to the trailer and provided contents shall remain with the Contractor. The Contactor shall provide the Engineer with a copy of written permission or agreement to place the Resident Engineer trailer on private property unless such private property is within the project temporary construction easement or right of way as shown on the plans.

The office shall be furnished with three (3) parking spaces (within the above chain link fence or contiguous to the office building); two (2) desks capable of being locked; one (1) drafting table; one (1) 3 foot by 6 foot table; six (6) standard chairs; three (3) desk chairs with arms; one (1) drafting stool; one (1) dry plain paper copying machine with automatic feed and collator similar to Canon NP1250 capable of making letter size (8 1/2"x 11"), legal size (8 1/2"x14"), and ledger size (11"x17") copies together with sufficient paper and materials for 1000 copies per month; two (2) four-drawer legal size filing cabinets; one (1) plan rack; one (1) refrigerator; one (1) fire extinguisher; one (1) first-aid kit (bandages, gauze, etc.); bottled drinking water, restroom (24 square feet minimum) equipped with toilet and sink with hot and cold running water, soap, and

paper products; three (3) telephone lines (one [1] for telephones, one [1] for dedicated FAX use and one [1] for computer modem); two (2) telephones capable of rollover ring; and one (1) full-feature telephone answering machine.

The refrigerator shall have a freezer no smaller than three (3) cubic feet and a refrigerated compartment no smaller than 12 cubic feet.

The Contractor shall provide, not less than weekly, office cleaning service including waste paper/trash removal, floor cleaning, and rest room maintenance to the satisfaction of the Engineer.

The Contractor shall provide for the Engineer's exclusive possession and use a complete computer system with two (2) computers connected to a laser printer. The Contractor shall maintain and repair the computer system. The Engineer may use the furnished computer hardware, software, and instruction manuals for any purposes relating to the project. Before delivery and setup of the computer system, the Contractor shall submit to the Engineer for approval a detailed list of all computer hardware and software the Contractor proposes to furnish.

The computer hardware and software furnished by the Contractor shall be compatible with his project scheduling software and the project management and administration needs of the Engineer for the project and shall include instruction manuals and other documentation normally provided with the software.

The Contractor shall furnish, install, set up, maintain, and repair the computer hardware and software ready for use within a week after the office is made available to the Engineer.

All computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract when no claims involving contract progress are pending. When 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. If, before the final estimate has been submitted to the Contractor, the Contractor requests relief of maintenance of the Resident Engineers Office and if such a request is approved by the Engineer, the Contractor shall relocate the computer system to another location, within the County limits, designated by the Engineer.

Equipment furnished shall be for the Engineer's sole use and of standard quality and new or like new in appearance and function. The office shall be installed and ready for occupancy no later than twenty working days after the notice to proceed. Monthly telephone bills shall be paid by the Contractor and reimbursed by contract change order with a Fifteen Percent (15%) markup allowed.

The contract lump sum price paid for Resident Engineer office shall include full compensation for furnishing and installing the Resident Engineers office as specified, maintaining until the final estimate has been approved by the Director of Public Works, and removing the office, utility connections including bottled water service, furnishings, computer system, office equipment, office supplies, and utility billings (except for monthly telephone costs as provided above) as specified in these Special Provisions and as directed by the Engineer.

Payment for Resident Engineers office shall be made as follows:

A. At such time as installation and setup are complete (ready to occupy/use), including computer system and software, then Twenty Five Percent (25%) payment for Resident Engineer's office shall be made.
B. At such time as Fifty Percent (50%) of the work is completed, an additional Fifty Percent (50%) (total Seventy Five percent [75%]) payment for Resident Engineers office shall be made.
C. At such time as One Hundred Percent (100%) of the work is accepted, then the final Twenty Five Percent (25%) (One Hundred Percent [100%]) payment for Resident Engineers office shall be made.

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.

Ordering precast, prestressed concrete slabs shall be a first order of work.

Attention is directed to "Environmentally Sensitive Area" and "Temporary Fence (Type ESA)" of these special provisions. Prior to beginning any ground-disturbing work, the Designated Biologist shall be approved and the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly delineated in the field. The boundaries shall be delineated by the installation of temporary fence (Type ESA).

Construction project information signs as noted in these special provisions shall be placed at least (14) days before beginning construction.

Temporary Railing Type K shall be placed on the new bridge decks as shown on the plans prior to opening the new bridge to traffic and shall not be removed sooner than 14 days after placement of new bridge barriers.

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

All construction work within the limits of Pancho Rico Creek shall begin no sooner than April 15, and end no later than October 15 of each year of project duration.

10-1.03 WATER POLLUTION CONTROL

GENERAL

Summary

This work includes developing and implementing a water pollution control program (WPCP) for projects where soil disturbance from work activities will be one of the following:

1. Less than one (1) acre
2. Less than five (5) acres if the project has an Environmental Protection Agency Small Construction Project Erosivity Waiver referred to herein as "Erosivity Waiver"

Information on forms, reports, and other documents can be found in the following Department

manuals:

1. Field Guide for Construction Site Dewatering
2. Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
3. Construction Site Best Management Practices (BMP) Manual

For the above-referenced manuals, go to the Department's Web site for the Division of Construction, Storm Water and Water Pollution Control Information or the Department's Publication Distribution Unit.

Do not start job site activities until:

1. The WPCP is approved.
2. WPCP review requirements have been fulfilled. If the Regional Water Quality Control Board (RWQCB) requires time for review, allow 30 days for the review. For projects in the Lake Tahoe Hydrologic Unit and the Mammoth Lakes Hydrologic Unit, the Lahontan RWQCB will review the WPCP.

The following RWQCBs will review the approved WPCP:

Central Coast

If you operate a Contractor-support facility, protect stormwater systems and receiving waters from the discharge of potential pollutants by using water pollution control practices.

Contractor-support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience, such as haul roads

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the State Water Resources Control Board (SWRCB) for "Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities" and referred to herein as "General Industrial Permit." For the General Industrial Permit, go to the Web site for the SWRCB.

If you operate a batch plant to manufacture PCC, HMA, or other material or a crushing plant to produce rock or aggregate, obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve one (1) or more contracts

If you obtain or dispose of material at a noncommercially operated borrow or disposal site, prevent water pollution due to erosion at the site during and after completion of your activities. Upon completion of your work, leave the site in a condition such that water will not collect or stand therein.

The Department does not pay for water pollution control practices at Contractor-support facilities and noncommercially operated borrow or disposal sites.

Definitions

construction phase: Includes one (1) highway construction phase for building roads and structures, two (2) plant establishment and maintenance phase for placing vegetation for final stabilization, and three (3) suspension phase for suspension of work activities or winter shutdown. The construction phase continues from the start of work activities to contract acceptance.

inactive area: Area where soil-disturbing work activities have not occurred within 15 days.

qualifying rain event: Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.

storm event: Storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

Submittals

General

Within seven (7) days after contract approval:

1. Submit two (2) copies of your WPCP for review. Allow 15 days for the Department's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
2. Resubmit a revised WPCP within seven (7) days of receiving the Engineer's comments. The Department's review resumes when the complete WPCP has been resubmitted.
3. When the Engineer approves the WPCP, submit an electronic copy and three (3) printed copies of the approved WPCP.
4. If the RWQCB requires review of the approved WPCP, the Engineer submits the approved WPCP to the RWQCB for its review and comment.
5. If the Engineer orders changes to the WPCP based on the RWQCB's comments, amend the WPCP within three (3) business days.

A qualified SWPPP practitioner (QSP) or qualified SWPPP developer (QSD) must prepare the WPCP.

The WPCP must comply with the Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual and must:

1. Show the location of disturbed soil areas, water bodies, and water conveyances
2. Describe the work involved in the installation, maintenance, repair, and removal of temporary water pollution control practices
3. Show the locations and types of water pollution control practices that will be used for:

3.1. Stormwater and nonstormwater in areas outside the job site but related to work activities, including:

3.1.1. Staging areas
3.1.2. Storage yards
3.1.3. Access roads

3.2. Activities or mobile activities related to all NPDES permits
3.3. Contractor-support facilities

4. Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase
5. Show the locations and types of water pollution control practices that will be installed permanently under the contract
6. Include a schedule showing when:

6.1. Work activities will be performed that could cause the discharge of pollutants into stormwater
6.2. Water pollution control practices associated with each construction phase will be implemented
6.3. Soil stabilization and sediment control practices for disturbed soil areas will be implemented

7. Include a copy of permits obtained by the Department, including Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse

Amend the WPCP whenever:

1. Changes in work activities could affect the discharge of pollutants
2. Water pollution control practices are added by Contract Change Order
3. Water pollution control practices are added at your discretion
4. Changes in the quantity of disturbed soil are substantial
5. Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved
6. Project receives a written notice or order from the RWQCB or any other regulatory agency

Allow the same review time for amendments to the WPCP as for the original WPCP.

Information After Storm Event

Within 48 hours after the conclusion of a storm event resulting in a discharge, after a nonstormwater discharge, or after receiving a written notice or an order from the RWQCB or another regulatory agency, the WPC manager must submit the following information:

1. Date, time, location, and nature of the activity and the cause of the notice or order
2. Type and quantity of discharge
3. Water pollution control practices in use before the discharge or before receiving the notice or order
4. Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

Training Records

Submit water pollution control training records for all employees and subcontractors who will be working at the job site. Include the training subjects, training dates, ongoing training, and tailgate meetings with your submittal. Submit records for:

1. Existing employees within five (5) business days of obtaining WPCP approval
2. New employees within five (5) business days of receiving the training
3. A subcontractor's employees at least five (5) business days before the subcontractor starts work

Contractor-support Facility

At least 5 business days before operating any Contractor-support facility, submit:

1. A plan showing the location and quantity of water pollution control practices associated with the Contractor-support facility
2. A copy of the notice of intent approved by the RWQCB and the WPCP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

Quality Control and Assurance

Training

Employees must receive initial water pollution control training before starting work at the job site.

For your project managers, supervisory personnel, subcontractors, and employees involved in water pollution control work:

1. Provide stormwater training in the following subjects:

    1.1. Water pollution control rules and regulations
    1.2. Implementation and maintenance for:

        1.2.1. Temporary soil stabilization
        1.2.2. Temporary sediment control
        1.2.3. Tracking control
        1.2.4. Wind erosion control
        1.2.5. Material pollution prevention and control

1.2.6. Waste management
1.2.7. Nonstormwater management

2. Conduct weekly training meetings covering:

2.1. Deficiencies and corrective actions for water pollution control practices
2.2. Water pollution control practices required for work activities during the week
2.3. Spill prevention and control
2.4. Material delivery, storage, usage, and disposal
2.5. Waste management
2.6. Nonstormwater management procedures

Water Pollution Control Manager

General

The water pollution control (WPC) manager must be a QSP or QSD. Assign one (1) WPC manager to implement the WPCP. You may assign a QSP or QSD other than the WPC manager to develop the WPCP.

Qualifications

A QSP must:

1. Have completed stormwater management training described in the Department's Web site for the Division of Construction, Storm Water and Water Pollution Control Information
2. Be certified for at least one of the following:

2.1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)™ registered through Enviro Cert International, Inc.
2.2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.

3. Have completed SWRCB approved QSP training and passed the QSP exam

A QSD must:

1. Have completed stormwater management training described in the Department's Web site for the Division of Construction, Storm Water and Water Pollution Control Information
2. Be one or more of the following:

2.1. California registered civil engineer
2.2. California registered professional geologist or engineering geologist
2.3. California licensed landscape architect
2.4. Professional hydrologist registered through the American Institute of Hydrology
2.5. Certified Professional in Erosion and Sediment Control (CPESC)™ registered through Enviro Cert International, Inc.
2.6. Certified Professional in Storm Water Quality (CPSWQ)™ registered through Enviro Cert International, Inc.

2.7. Professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET)

3. Have completed SWRCB approved QSD training and passed the QSD exam

Responsibilities

The WPC manager must:

1. Be responsible for water pollution control work
2. Be the primary contact for water pollution control work
3. Oversee:

    3.1. Maintenance of water pollution control practices
    3.2. Inspections of water pollution control practices identified in the WPCP
    3.3. Inspections and reports for visual monitoring
    3.4. BMP status reports

4. Oversee and enforce hazardous waste management practices including spill prevention and control measures
5. Have authority to mobilize crews to make immediate repairs to water pollution control practices
6. Ensure that all employees have current water pollution control training
7. Implement the approved WPCP
8. Amend the WPCP if required
9. Be at the job site within 2 hours of being contacted
10. Have the authority to stop construction activities damaging water pollution control practices or causing water pollution

MATERIALS

Not Used

CONSTRUCTION

General

Manage work activities in a way that reduces the discharge of pollutants to surface waters, groundwater, and separate municipal storm sewer systems.

Continue WPCP implementation during any suspension of work activities.

You are responsible for delays and you must pay all costs associated with submitting a SWPPP due to your actions that result in one of the following:

1. 1 or more acres of soil disturbance on projects without an Erosivity Waiver
2. More than five (5) acres of soil disturbance on projects with an Erosivity Waiver
3. Failure to comply with the schedule for soil disturbing activities for projects with an Erosivity Waiver if the delays void the Erosivity Waiver

Install facilities and devices used for water pollution control practices before performing work

activities. Install soil stabilization materials for water pollution control practices in all inactive areas or before storm events.

Repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is authorized.

The Department does not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or your negligence.

You may request changes to the water pollution control work or the Engineer may order changes to water pollution control work. Changes may include additional or new water pollution control practices. Additional water pollution control work is paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

Retain a printed copy of the approved WPCP at the job site.

Monitoring

Monitor and inspect water pollution control practices at the job site.

Notify the Engineer within 6 hours whenever any of the following occurs:

1. You identify discharges into receiving waters or drainage systems that are causing or could cause water pollution
2. You receive a written notice or order for the project from the RWQCB or any other regulatory agency

Monitor the National Weather Service's forecast on a daily basis. For the National Weather Service's forecast, go to the Web site for the National Weather Service.

Inspections

Use the Stormwater Site Inspection Report form for documenting site inspections.

The WPC manager must oversee:

1. Inspections of water pollution control practices identified in WPCP:

    1.1. Before a forecasted storm event
    1.2. After a qualifying rain event that produces site runoff
    1.3. At 24-hour intervals during extended storm events
    1.4. On a predetermined schedule of at least once a week

2. Daily inspections of:

    2.1. Storage areas for hazardous materials and waste
    2.2. Hazardous waste disposal and transporting activities
    2.3. Hazardous material delivery and storage activities

3. Inspections of:

3.1. Vehicle and equipment cleaning facilities:

3.1.1. Daily if vehicle and equipment cleaning occurs daily
3.1.2. Weekly if vehicle and equipment cleaning does not occur daily

3.2. Vehicle and equipment maintenance and fueling areas:

3.2.1. Daily if vehicle and equipment maintenance and fueling occurs daily
3.2.2. Weekly if vehicle and equipment maintenance and fueling does not occur daily

3.3. Vehicles and equipment at the job site for leaks and spills on a daily schedule. Verify that operators are inspecting vehicles and equipment each day of use.
3.4. Demolition sites within 50 feet of storm drain systems and receiving waters daily.
3.5. Pile driving areas for leaks and spills:

3.5.1. Daily if pile driving occurs daily
3.5.2. Weekly if pile driving does not occur daily

3.6. Temporary concrete washouts:

3.6.1. Daily if concrete work occurs daily
3.6.2. Weekly if concrete work does not occur daily

3.7. Paved roads at job site access points for street sweeping:

3.7.1. Daily if earthwork and other sediment or debris-generating activities occur daily
3.7.2. Weekly if earthwork and other sediment or debris-generating activities do not occur daily
3.7.3. Within 24 hours of precipitation forecasted by the National Weather Service

3.8. Dewatering work:

3.8.1. Daily if dewatering work occurs daily
3.8.2. Weekly if dewatering work does not occur daily

3.9. Temporary active treatment system:

3.9.1. Daily if temporary active treatment system activities occur daily
3.9.2. Weekly if temporary active treatment system activities do not occur daily

3.10. Work over water:

3.10.1. Daily if work over water occurs daily
3.10.2. Weekly if work over water does not occur daily

Deficiencies

Whenever you or the Engineer identify a deficiency in the implementation of the approved WPCP, correct the deficiency:

1. Immediately, unless a later date is authorized
2. Before precipitation occurs

The Department may correct the deficiency and deduct the cost of correcting the deficiency from payment if you fail to correct the deficiency by the agreed date or before the onset of precipitation.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for prepare water pollution control program includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in developing and implementing a WPCP, including providing a WPC manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department pays you for prepare water pollution control program as follows:

1. A total of 75 percent of the item total upon approval of the WPCP
2. A total of 100 percent of the item total upon contract acceptance

10-1.04 CONSTRUCTION SITE MANAGEMENT

GENERAL

Summary

This work includes preventing and controlling spills, dewatering, and managing materials, waste, and nonstormwater.

Implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

The following abbreviations are used in this special provision:

DTSC: Department of Toxic Substance Control.
ELAP: Environmental Laboratory Accreditation Program.
WPC: Water Pollution Control.

Submittals

Before you start dewatering, submit a dewatering and discharge work plan under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control" of these special provisions. The dewatering and discharge work plan must include:

1. Title sheet and table of contents

2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge point
3. Estimated schedule for dewatering and discharge start and end dates of intermittent and continuous activities
4. Discharge alternatives, such as dust control or percolation
5. Visual monitoring procedures with inspection log
6. Copy of written approval to discharge into a sanitary sewer system at least five (5) business days before starting discharge activities

Submit the following:

1. Material Safety Data Sheet at least five (5) business days before material is used or stored
2. Monthly inventory records for material used or stored

Submit written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system.

MATERIALS

Not Used

CONSTRUCTION

Spill Prevention and Control

General

Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored.

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. Whenever you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

Report minor, semi-significant, and significant or hazardous spills to the WPC manager. The WPC manager must notify the Engineer immediately.

As soon as it is safe, contain and clean up spills of petroleum materials and sanitary and septic waste substances listed under 40 CFR, Parts 110, 117, and 302.

Minor Spills

Minor spills consist of quantities of oil, gasoline, paint, or other materials that are small enough to be controlled by a 1st responder upon discovery of the spill.

Clean up a minor spill using the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material using absorption
3. Clean the contaminated area

4. Dispose of the contaminated material and absorbents promptly and properly under "Waste Management" of these special provisions

Semi-Significant Spills

Semi-significant spills consist of spills that can be controlled by a 1st responder with help from other personnel.

Clean up a semi-significant spill immediately using the following procedures:

1. Contain the spread of the spill.
2. On paved or impervious surfaces, encircle and recover the spilled material with absorbent materials. Do not allow the spill to spread widely.
3. If the spill occurs on soil, contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal.
4. If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff.
5. Dispose of the contaminated material promptly and properly under "Waste Management" of these special provisions.

Significant or Hazardous Spills

Significant or hazardous spills consist of spills that cannot be controlled by job site personnel.

Immediately notify qualified personnel of a significant or hazardous spill. Take the following steps:

1. Do not attempt to clean up the spill until qualified personnel have arrived
2. Notify the Engineer and follow up with a report
3. Obtain the immediate services of a spill contractor or hazardous material team
4. Notify local emergency response teams by dialing 911 and county officials by using the emergency phone numbers retained at the job site
5. Notify the California Emergency Management Agency State Warning Center at (916) 845-8911
6. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 119, and 302
7. Notify other agencies as appropriate, including:

    7.1. Fire Department
    7.2. Public Works Department
    7.3. Coast Guard
    7.4. Highway Patrol
    7.5. City Police or County Sheriff's Department
    7.6. Department of Toxic Substances
    7.7. California Division of Oil and Gas
    7.8. Cal/OSHA
    7.9. Regional Water Resources Control Board

Prevent a spill from entering stormwater runoff before and during cleanup activities. Do not bury or wash the spill with water.

Material Management

General

Minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

1. Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials, including fuel, oil, and grease
7. Asphalt and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

Use less hazardous materials if practicable.

The following activities must be performed at least 100 feet from concentrated flows of stormwater, drainage courses, and inlets if within the floodplain and at least 50 feet if outside the floodplain, unless otherwise approved by the Engineer:

1. Stockpiling materials
2. Storing pile-driving equipment and liquid waste containers
3. Washing vehicles and equipment in outside areas
4. Fueling and maintaining vehicles and equipment

Material Storage

If materials are stored:

1. Store liquids, petroleum materials, and substances listed in 40 CFR 110, 117, and 302 and place them in secondary containment facilities as specified by US DOT for storage of hazardous materials.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during non-working days and whenever precipitation is forecasted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place it into drums within 24 hours. Handle the liquid as hazardous waste under "Waste

Management" of these special provisions unless testing confirms that the liquid is nonhazardous.

5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in their original containers with the original material labels maintained in legible condition. Immediately replace damaged or illegible labels.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus Ten Percent (10%) of the aggregate volume of all containers or the entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during non-working days and whenever precipitation is forecasted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation and at least weekly during other times.

Stockpile Management

Minimize stockpiling of materials at the job site.

Implement water pollution control practices within 72 hours of stockpiling material or before a forecasted storm event, whichever occurs first. If stockpiles are being used, do not allow soil, sediment, or other debris to enter storm drains, open drainages, and watercourses.

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization material or a temporary cover
2. Surrounded with a linear sediment barrier

Stockpiles of asphalt concrete and PCC rubble, HMA, aggregate base, or aggregate subbase must be:

1. Covered with a temporary cover
2. Surrounded with a linear sediment barrier

Stockpiles of pressure-treated wood must be:

1. Placed on pallets
2. Covered with impermeable material

Stockpiles of cold mix asphalt concrete must be:

1. Placed on an impervious surface
2. Covered with an impermeable material
3. Protected from stormwater run-on and runoff

Control wind erosion year round under Section 14-9.02, "Dust Control," of the Standard Specifications.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. Whenever sediment accumulates to 1/3 of the linear sediment barrier height, remove the accumulated sediment.

Waste Management

Solid Waste

Do not allow litter, trash, or debris to accumulate anywhere on the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove litter, trash, and debris from the job site at least once a week. The WPC manager must monitor solid waste storage and disposal procedures on the job site.

If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, dispose of it under Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way," of the Standard Specifications.

Furnish enough closed-lid dumpsters of sufficient size to contain the solid waste generated by work activities. When refuse reaches the fill line, empty the dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and pick up dumpsters more frequently during the demolition phase of construction.

Solid waste includes:

1. Brick
2. Mortar
3. Timber
4. Metal scraps
5. Sawdust
6. Pipe
7. Electrical cuttings
8. Nonhazardous equipment parts
9. Styrofoam and other packaging materials
10. Vegetative material and plant containers from highway planting
11. Litter and smoking material, including litter generated randomly by the public
12. Other trash and debris

Furnish and use trash receptacles in the job site yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste and Contamination

If hazardous waste is, or will be, generated on the job site, the WPC manager must be thoroughly familiar with proper hazardous waste handling and emergency procedures under 40 CFR § 262.34(d)(5)(iii) and must have successfully completed training under 22 CA Code of Regs §

66265.16.

The WPC manager must:

1. Oversee and enforce hazardous waste management practices
2. Inspect all hazardous waste storage areas daily, including all temporary containment facilities and satellite collection locations
3. Oversee all hazardous waste transportation activities on the job site

Submit a copy of uniform hazardous waste manifest forms to the Engineer within 24 hours of transporting hazardous waste.

Submit receiving landfill documentation of proper disposal to the Engineer within five (5) business days of hazardous waste transport from the project.

Unanticipated Discovery of Asbestos and Hazardous Substances

Upon discovery of asbestos or a hazardous substance, comply with Section 14-11.02 "Asbestos and Hazardous Substances," of the Standard Specifications.

Hazardous Waste Management Practices

Handle, store, and dispose of hazardous waste under 22 CA Code of Regs Div 4.5.

Use the following storage procedures:

1. Store hazardous waste and potentially hazardous waste separately from nonhazardous waste at the job site.
2. For hazardous waste storage, use metal containers approved by the United States Department of Transportation for the transportation and temporary storage of hazardous waste.
3. Store hazardous waste in sealed, covered containers labeled with the contents and accumulation start date under 22 CA Code of Regs, Div 4.5. Labels must comply with the provisions of 22 CA Code of Regs, Div 4.5.§ 66262.31 and § 66262.32. Immediately replace damaged or illegible labels.
4. Handle hazardous waste containers such that no spillage occurs.
5. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.
6. Furnish containers with adequate storage volume at convenient satellite locations for hazardous waste collection. Immediately move these containers to secure temporary containment facilities when no longer needed at the collection location or when full.
7. Store hazardous waste and potentially hazardous waste in secure temporary containment enclosures having secondary containment facilities impervious to the materials stored there for a minimum contact-time of 72 hours. Temporary containment enclosures must be located away from public access. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits.
8. Design and construct secondary containment facilities with a capacity to contain precipitation from a 24-hour-long, 25-year storm; and Ten Percent (10%) of the

aggregate volume of all containers, or the entire volume of the largest container within the facility, whichever is greater.

9. Cover secondary containment facilities during non-working days and if a storm event is predicted. Secondary containment facilities must be adequately ventilated.
10. Keep secondary containment facility free of accumulated rainwater or spills. After a storm event, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste unless testing determines them to be nonhazardous.
11. Do not store incompatible wastes, such as chlorine and ammonia, in the same secondary containment facility.
12. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the wastes being stored.
13. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after a storm event, and at least weekly during other times.

Do not:

1. Overfill hazardous waste containers
2. Spill hazardous waste or potentially hazardous waste
3. Mix hazardous wastes
4. Allow hazardous waste or potentially hazardous waste to accumulate on the ground

Dispose of hazardous waste within 90 days of the start of generation. Use a hazardous waste manifest and a transporter registered with the DTSC and in compliance with the CA Highway Patrol Biennial Inspection of Terminals Program to transport hazardous waste to an appropriately permitted hazardous waste management facility.

Dust Control for Hazardous Waste or Contamination

Excavation, transportation, and handling of material containing hazardous waste or contamination must result in no visible dust migration. Have a water truck or tank on the job site at all times while clearing and grubbing and performing earthwork operations in work areas containing hazardous waste or contamination.

Stockpiling of Hazardous Waste or Contamination

Do not stockpile material containing hazardous waste or contamination unless ordered. Stockpiles of material containing hazardous waste or contamination must not be placed where affected by surface run-on or run-off. Cover stockpiles with 13 mils minimum thickness of plastic sheeting or 1 foot of nonhazardous material. Do not place stockpiles in environmentally sensitive areas. Stockpiled material must not enter storm drains, inlets, or waters of the State.

Contractor-Generated Hazardous Waste

You are the generator of hazardous waste generated as a result of materials you bring to the job site. Use hazardous waste management practices if you generate waste on the job site from the

following substances:

1. Petroleum materials
2. Asphalt materials
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous waste under 22 CA Code of Regs, Div 4.5

If hazardous waste constituent concentrations are unknown, use a laboratory certified by the ELAP under the California Department Of Public Health to analyze a minimum of 4 discrete representative samples of the waste to determine whether it is a hazardous waste and to determine safe and lawful methods for storage and disposal. Perform sampling and analysis in compliance with US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) and under 22 CA Code of Regs, Div 4.5.

Use your US EPA Generator Identification Number and sign hazardous waste manifests for the hazardous waste you generate.

Identify contaminated soil resulting from spills or leaks by noticing discoloration, or differences in soil properties. Immediately notify the Engineer of spills or leaks. Clean up spills and leaks under the Engineer's direction and to the satisfaction of the Engineer. Soil with evidence of contamination must be sampled and analysis performed by a laboratory certified by ELAP.

f contaminated soil demonstrates that it is a hazardous waste, handle and dispose of the soil as hazardous waste. You are the generator of hazardous waste created as the result of spills or leaks for which you are responsible.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and analyze the water using a laboratory certified by the ELAP. If analysis results demonstrate that the water is a hazardous waste, manage and dispose of the water as hazardous waste.

Department-Generated Hazardous Waste

If the Department is the generator of hazardous waste during the work performed on this project, use hazardous waste management practices.

Labels must comply with the provisions of 22 CA Code of Regs § 66262.31 and § 66262.32. Mark labels with:

1. Date the hazardous waste is generated
2. The words "Hazardous Waste"
3. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint)
4. The word "Toxic"
5. Name, address, and telephone number of the Engineer
6. Contract number
7. Contractor or subcontractor name

Handle the containers such that no spillage occurs.

Hazardous Waste Transport and Disposal

Dispose of hazardous waste within California at a disposal site operating under a permit issued by the DTSC.

The Engineer will obtain the US EPA Generator Identification Number for hazardous waste disposal.

The Engineer will sign all hazardous waste manifests. Notify the Engineer 5 business days before the manifests are to be signed.

The Department will not consider you a generator of the hazardous waste and you will not be obligated for further cleanup, removal, or remedial action for such material if handled or disposed of under these specifications and the appropriate State and federal laws and regulations and county and municipal ordinances and regulations regarding hazardous waste.

Paint Waste

Clean water-based and oil-based paint from brushes or equipment within a contained area in a way that does not contaminate soil, receiving waters, or storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths.

Concrete Waste

Use practices to prevent the discharge of asphalt concrete, PCC, and HMA waste into storm drain systems and receiving waters.

Collect and dispose of asphalt concrete, PCC, and HMA waste generated at locations where:

1. Concrete material, including grout, is used
2. Concrete dust and debris result from demolition
3. Sawcutting, coring, grinding, grooving, or hydro-concrete demolition creates a residue or slurry
4. Concrete trucks or other concrete-coated equipment is cleaned at the job site

Sanitary and Septic Waste

Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines.

Comply with local health agency provisions if using an on-site disposal system.

Liquid Waste

Use practices that will prevent job-site liquid waste from entering storm drain systems and receiving waters. Liquid waste include the following:

1. Drilling slurries or fluids
2. Grease-free and oil-free wastewater and rinse water
3. Dredgings, including liquid waste from cleaning drainage systems
4. Liquid waste running off a surface, including wash or rinse water
5. Other nonstormwater liquids not covered by separate permits

Hold liquid waste in structurally sound, leak-proof containers, such as roll-off bins or portable tanks.

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills, and leaks.

Store containers at least 50 feet from moving vehicles and equipment.

Remove and dispose of deposited solids from sediment traps unless the Engineer approves another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Dispose of drilling fluids and residue.

If a location approved by the Engineer is available within the job site, fluids and residue exempt under 23 CA Code of Regs § 2511(g) may be dried by evaporation in a leak-proof container. Dispose of the remaining as solid waste.

Nonstormwater Management

Water Control and Conservation

Manage water used for work activities in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Obtain authorization before washing anything at the job site with water that could discharge into a storm drain system or receiving waters. Report discharges immediately.

Implement water conservation practices if water is used at the job site. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off the water source to broken lines, sprinklers, or valves and repair breaks within 24 hours. Reuse water from waterline flushing for landscape irrigation if practicable. Sweep and vacuum paved areas. Do not wash paved areas with water.

Direct runoff water, including water from water line repair, from the job site to areas where it can infiltrate into the ground. Do not allow runoff water to enter storm drain systems and receiving waters. Do not allow spilled water to escape filling areas for water trucks. Direct water from off-site sources around the job site if practicable. Minimize the contact of off-site water with job site water.

Illegal Connection and Discharge Detection and Reporting

Before starting work, inspect the job site and the job site's perimeter for evidence of illicit connections, illegal discharges, and dumping. After starting work, inspect the job site and perimeter on a daily schedule for illicit connections and illegal dumping and discharges.

Whenever illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Do not take further action unless ordered. Assume that unlabeled or unidentifiable material is hazardous.

Look for the following evidence of illicit connections, illegal discharges, and dumping:

1. Debris or trash piles
2. Staining or discoloration on pavement or soils
3. Pungent odors coming from drainage systems
4. Discoloration or oily sheen on water
5. Stains and residue in ditches, channels, or drain boxes
6. Abnormal water flow during dry weather
7. Excessive sediment deposits
8. Nonstandard drainage junction structures
9. Broken concrete or other disturbances at or near junction structures

Vehicle and Equipment Cleaning

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under "Waste Management" of these special provisions, whichever is applicable.

Do not use diesel to clean vehicles or equipment. Minimize the use of solvents.

Clean or wash vehicles and equipment in a structure equipped with disposal facilities. You may wash vehicles in an outside area if the area is:

1. Paved with asphalt concrete, HMA, or PCC
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water

Use as little water as practicable whenever washing vehicles and equipment with water. Hoses must be equipped with a positive shutoff valve.

Discharge liquid from wash racks to a recycling system or to another system approved by the Engineer. Remove liquids and sediment as necessary.

Vehicle and Equipment Fueling and Maintenance

If practicable, perform maintenance on vehicles and equipment off-site.

If fueling or maintenance must be done at the job site, assign a site or sites, and obtain authorization before using them. Minimize mobile fueling and maintenance activities. Fueling and maintenance activities must be performed on level ground in areas protected from stormwater run-on and runoff.

Use containment berms or dikes around fueling and maintenance areas. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks. Dispose of spill-cleanup material and kits immediately after use under "Waste Management" of these special provisions. Use drip pans or absorbent pads during fueling or maintenance.

Do not leave fueling or maintenance areas unattended during fueling and maintenance activities. Fueling nozzles must be equipped with an automatic shutoff control. Nozzles must be equipped with vapor-recovery fueling nozzles where required by the Air Quality Management District. Secure nozzles in an upright position when not in use. Do not top off fuel tanks.

Recycle or properly dispose of used batteries and tires under "Waste Management" of these special provisions.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

Material and Equipment Used Over Water

Place drip pans and absorbent pads under vehicles and equipment used over water. Keep an adequate supply of spill-cleanup material with vehicles and equipment. Place drip pans or plastic sheeting under vehicles and equipment on docks, barges, or other surfaces over water whenever vehicles or equipment will be idle for more than 1 hour.

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water

to contain material, debris, and tools. Secure material to prevent spills or discharge into the water due to wind.

Report discharges to receiving waters immediately upon discovery. Submit a discharge notification to the Engineer.

Structure Removal Over or Adjacent to Water

Do not allow demolished material to enter storm drain systems and receiving waters. Use covers and platforms approved by the Engineer to collect debris. Use attachments on equipment to catch debris during small demolition activities. Empty debris-catching devices daily.

Paving, Sealing, Sawcutting, Grooving, and Grinding Activities

Prevent material from entering storm drain systems and receiving waters including:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Sawcutting, grooving, and grinding residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate
8. Sandblasting residue

Cover drainage inlets and use linear sediment barriers to protect downhill receiving waters until paving, sealing, sawcutting, grooving, and grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

Whenever precipitation is forecasted, limit paving, sawcutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities whenever precipitation is forecasted during the application and curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry immediately after slurry is produced. Do not allow the slurry to run onto lanes open to traffic or off the pavement.

Collect the residue from PCC grooving and grinding activities with a vacuum attachment on the grinding machine. Do not leave the residue on the pavement or allow the residue to flow across pavement.

You may stockpile material excavated from existing roadways under "Material Management" of these special provisions if approved by the Engineer.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or

toxic chemicals.

Park paving equipment over drip pans or plastic sheeting with absorbent material to catch drips if the paving equipment is not in use.

Thermoplastic Striping and Pavement Markers

Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets and receiving waters.

Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets and receiving waters.

Collect and dispose of bituminous material from the roadway after removing markers under "Waste Management" of these special provisions.

Pile Driving

Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material. Protect pile driving equipment by parking on plywood and covering with plastic whenever precipitation is forecasted.

Store pile driving equipment on level ground and protect it from stormwater run-on when not in use. Use vegetable oil instead of hydraulic fluid if practicable.

Concrete Curing

Do not overspray chemical curing compounds. Minimize the drift by spraying as close to the concrete as practicable. Do not allow runoff of curing compounds. Cover drainage inlets before applying the curing compound.

Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when concrete is curing.

Concrete Finishing

Collect and dispose of water and solid waste from high-pressure water blasting under "Waste Management" of these special provisions. Collect and dispose of sand and solid waste from sandblasting under "Waste Management" of these special provisions. Before sandblasting, cover drainage inlets within 50 feet of sandblasting. Minimize the drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, test it for hazardous materials and dispose of it properly.

Inspect containment structures for concrete finishing for damage before each day of use and before forecasted precipitation. Remove liquid and solid waste from containment structures after each work shift.

Sweeping

Sweep by hand or mechanical methods, such as vacuuming. Do not use methods that use only mechanical kick brooms.

Sweep paved roads at construction entrance and exit locations and paved areas within the job site:

1. During clearing and grubbing activities
2. During earthwork activities
3. During trenching activities
4. During roadway structural-section activities
5. When vehicles are entering and leaving the job site
6. After soil-disturbing activities
7. After observing off-site tracking of material

Monitor paved areas and roadways within the project. Sweep within:

1. One (1) hour whenever sediment or debris is observed during activities that require sweeping
2. 24 hours whenever sediment or debris is observed during activities that do not require sweeping

Remove collected material, including sediment, from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. You may stockpile collected material at the job site under "Material Management" of these special provisions. If stockpiled, dispose of collected material at least once per week under "Waste Management" of these special provisions.

You may dispose of sediment within the job site collected during sweeping activities. Protect the disposal areas against erosion.

Keep dust to a minimum during street sweeping activities. Use water or a vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Remove and dispose of trash collected during sweeping under "Waste Management" of these special provisions.

Dewatering

Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

Perform dewatering work as specified for the work items involved, such as temporary active treatment system or dewatering and discharge.

If dewatering and discharging activities are not specified under a work item and you perform dewatering activities:

1. Conduct dewatering activities under the Department's Field Guide for Construction Site Dewatering.
2. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
3. Discharge the water within the project limits. If the water cannot be discharged within project limits due to site constraints or contamination, dispose of the water as directed by the Engineer.
4. Do not discharge stormwater or nonstormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for construction site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, nonstormwater management, and dewatering activities, including identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

10-1.05 TEMPORARY SILT FENCE

GENERAL

Summary

This work includes installing, maintaining, and removing temporary silt fence.
The WPCP must describe and include the use of temporary silt fence as a water pollution control practice for sediment control.

Submittals

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for silt fence fabric.

MATERIALS

Silt Fence Fabric

Geosynthetic fabric for temporary silt fence must consist of one of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Sample under ASTM D 4354, Procedure C.

Test under ASTM D 4759. All properties must be based on Minimum Average Roll Value (MARV).

Identify, store, and handle under ASTM D 4873.

Protect geosynthetics from moisture, sunlight, and damage during shipping and storage. Label

each unit with the manufacturer's name, identifying information, and product identification.

Silt fence fabric must comply with:

Property	ASTM Designation	Specification	
		Woven	Non-woven
Grab breaking load 1-inch grip, lb, min. in each direction	D 4632	120	120
Apparent elongation percent, min., in each direction	D 4632	15	50
Water Flow Rate max. average roll value, gallons per minute/square foot	D 4491	10-50	100-150
Permittivity 1/sec., min.	D 4491	0.05	0.05
Apparent opening size max. average roll value, U.S. Standard sieve size	D 4751	30	30
Ultraviolet Degradation percent of original unexposed grab breaking load 500 hr, minimum	D 4595	70	

Posts

Posts must be wood or metal.

Wood posts must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use
3. Pointed on the end to be driven into the ground
4. At least 2" x 2" in size, and four (4) feet long

Metal posts must:

1. Be made of steel.
2. Have a "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads.
3. Be pointed on the end to be driven into the ground.
4. Weigh at least 0.75-pound per foot.
5. Be at least four (4) feet long.
6. Have a safety cap attached to the exposed end. The safety cap must be orange or red plastic and fit snugly to the metal post.

CONSTRUCTION

Silt fence must be:

1. Constructed with silt fence fabric, posts, and fasteners
2. Prefabricated or assembled at the job site

Silt fence fabric must be attached to posts using these methods:

1. If prefabricated silt fence is used, posts must be inserted into sewn pockets
2. If assembled on the job site:

    2.1. If wood posts are used, fasteners must be staples or nails
    2.2. If steel posts are used, fasteners must be tie wires or locking plastic fasteners
    2.3. Spacing of the fasteners must be no more than eight (8) inches apart

Place silt fence approximately parallel to the slope contour. For any 50 foot section of silt fence, do not allow the elevation at the base of the fence to vary more than 1/3 of the fence height.

Install silt fence by:

1. Placing the bottom of the fabric in a trench that is six (6) inches deep
2. Securing with posts placed on the downhill side of the fabric
3. Backfilling the trench with soil and hand or mechanically tamping to secure the fabric in the trench

If you reinforce the silt fence fabric with wire or plastic mesh, you may increase the post spacing to a maximum of ten (10) feet. The field-assembled reinforced silt fence must be able to retain saturated sediment without collapsing.

Connect silt fence sections by:

1. Joining separate sections of silt fence to form reaches that are no more than 500 feet long
2. Securing the end posts of each section by wrapping the tops of the posts with at least two wraps of 16-gage diameter tie wire
3. Ensuring that each reach is a continuous run of silt fence from end to end or from an end to an opening, including joined panels

If you mechanically push the silt fence fabric vertically through the soil, you must demonstrate that the silt fence fabric will not be damaged and will not slip out of the soil, resulting in sediment passing under the silt fence fabric.

MAINTENANCE

Maintain temporary silt fence to provide sediment holding capacity and to reduce runoff velocities.

Remove sediment deposits, trash, and debris from temporary silt fence as needed or when directed by the Engineer. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water. Trash and debris must be removed and disposed of as specified in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Maintain temporary silt fence by:

1. Removing sediment from behind the silt fence when sediment is 1/3 the height of the silt fence above ground
2. Repairing or adjusting the silt fence when rills and other evidence of concentrated runoff occur beneath the silt fence fabric
3. Repairing or replacing the silt fence fabric when it become split, torn, or unraveled

Repair temporary silt fence within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary silt fence, repair temporary silt fence at your expense.

The Department does not pay maintenance costs for cleanup, repair, removal, disposal, or replacement due to improper installation or your negligence.

REMOVAL

When the Engineer determines that temporary silt fence is not required, remove and dispose of fence under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary silt fence must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Temporary silt fence is measured by the linear foot along the centerline of the installed fence.

The contract price paid per linear foot for temporary silt fence includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary silt fence, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.06 TEMPORARY FENCE (TYPE ESA)

GENERAL

Summary

An Environmentally Sensitive Area (ESA) exists on this project. Before start of work, protect the ESA by installing temporary fence (Type ESA). ESA fencing shall incorporate exclusion measures for California Tiger Salamander per requirements of U.S. Fish and Wildlife Service.

This work includes constructing, maintaining, and removing temporary fence (Type ESA). Temporary fence (Type ESA) provides a visible boundary adjacent to protected areas such as an environmentally sensitive area.

Signs are not required for temporary fence (Type ESA).

Submittals

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. High visibility fabric
2. Safety cap for metal posts

MATERIALS

High Visibility Fabric

High visibility fabric for temporary fence (Type ESA) must consist of one (1) of the following:

1. Polyethylene
2. Polypropylene
3. Combined polyethylene and polypropylene

Sample high visibility fabric under ASTM D 4354, Procedure C.

Test high visibility fabric under ASTM D 4759. All properties must be based on Minimum Average Roll Value.

Identify, store, and handle high visibility fabric rolls and samples under ASTM D 4873.

High visibility fabric must:

1. Contain ultraviolet inhibitors
2. Comply with the requirements shown in the following table:

Property	Specifications	Requirements
Width, inches, Min	Measured	48
Opening size inches	Measured	1" x 1" (Min) 2" x 4" (Max)
Color	Observed	Orange
Roll weight, lb Min for 4’ x 100’ roll	Measured	12
Tensile strength, lb Min, machine direction x cross direction	ASTM D 4595	225 x 95
Ultraviolet Degradation Percent of original unexposed grab breaking load 500 hr, minimum	ASTM D 4355	70

Posts

Posts must be wood or steel.

Wood posts must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use
3. Pointed on the end to be driven into the ground
4. At least 2" x 2" in size and six (6) feet long

Steel posts must:

1. Have a "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads.
2. Be pointed on the end to be driven into the ground.
3. Weigh at least 0.75-pound per foot.
4. Be at least six (6) feet long.
5. Have a safety cap attached to the exposed end. The safety cap must be yellow, orange or red plastic and fit snugly to the metal post.

CONSTRUCTION

General

Install temporary fence (Type ESA):

1. With high visibility fabric, posts, and fasteners as follows:

    1.1. If wood posts are used, fasteners must be staples or nails
    1.2. If steel posts are used, fasteners must be tie wires or locking plastic fasteners
    1.3. Spacing of the fasteners must be no more than eight (8) inches apart

2. Before clearing and grubbing activities
3. From outside of the protected area
4. With posts spaced eight (8) feet apart and embedded at least 16 inches in the soil

If trees and other plants need protection, install fence to:

1. Enclose the foliage canopy (drip line) of protected plants
2. Protect visible roots from encroachment

Maintenance

Maintain temporary fence (Type ESA) by:

1. Keeping posts in a vertical position
2. Reattaching fabric to posts
3. Replacing damaged sections of fabric
4. Replacing and securing signs

Removal

When the Engineer determines that temporary fence (Type ESA) is no longer required, remove and dispose of it under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Backfill and repair ground disturbance caused by the installation and removal of temporary fence (Type ESA), including holes and depressions, under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Temporary fence (Type ESA) is measured and paid for by the linear foot in the same manner specified for fence (Type BW or WM) in Section 80, "Fences," of the Standard Specifications.

The contract price paid per linear foot for temporary fence (Type ESA) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary fence (Type ESA), complete in place, including maintenance, removal of materials, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

10-1.07 PROGRESS SCHEDULE (CRITICAL PATH METHOD)

SUMMARY

Comply with Section 8-1.04, "Progress Schedule," of the Standard Specifications except you must use computer software to prepare the schedule.

You are responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.
You shall provide the Engineer a minimum of 48 hours notice prior to placing any concrete. Notice shall include date, time and location of scheduled placement. Failure to provide at least 48 hours notice may result in the Engineer rejecting the placement.

You shall provide the Engineer a minimum of seven (7) days notice prior to fabricating precast concrete slab units.

DEFINITIONS

contract completion date: Current extended date for completion of the contract shown on the Weekly Statement of Working Days furnished by the Engineer as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.

data date: Day after the date through which a schedule is current. Everything occurring earlier than the data date is as-built and everything on or after the data date is planned.

early completion time: Difference in time between an early scheduled completion date and the contract completion date.

float: Difference between the earliest and latest allowable start or finish times for an activity.

milestone: Event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.

narrative report: Document submitted with each schedule that discusses topics related to project progress and scheduling.

near critical path: Chain of activities with total float exceeding that of the critical path but having no more than ten (10) working days of total float.

State-owned float activity: Activity documenting time saved on the critical path by actions of the State. It is the last activity prior to the scheduled completion date.

time impact analysis: Schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.

time-scaled network diagram: Graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

total float: Amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

GENERAL REQUIREMENTS

Submit baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Perform work in the sequence indicated on the current accepted schedule.

Each schedule must show:

1. Calculations using the critical path method to determine controlling activities.
2. Duration activities less than 20 working days.
3. At least 50 but not more than 500 activities, unless authorized. The number of activities must be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.
4. Each required constraint. Constraints other than those required by the special provisions may be included only if authorized.
5. State-owned float as the predecessor activity to the scheduled completion date.
6. Activities with identification codes for responsibility, stage, work shifts, location, and contract pay item numbers.

You may show early completion time on any schedule provided that the requirements of the contract are met. Early completion time is considered a resource for your exclusive use. You may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently, or by completing activities earlier than planned. You may also submit for approval a VECP as specified in Section 4-1.035B, "Value Engineering Change Proposal." of the Standard Specifications that will reduce time of construction.

You may show a scheduled completion date that is later than the contract completion date on an update schedule, after the baseline schedule is accepted. Provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

State-owned float is considered a resource for the exclusive use of the State. The Engineer may accrue State-owned float by the early completion of review of any type of required submittal when it saves time on the critical path. Prepare a time impact analysis, when requested by the Engineer, to determine the effect of the action as specified in "Time Impact Analysis." The Engineer documents State-owned float by directing you to update the State-owned float activity on the next updated schedule. Include a log of the action on the State-owned float activity and

include a discussion of the action in the narrative report. The Engineer may use State-owned float to mitigate past, present, or future State delays by offsetting potential time extensions for contract change orders.

The Engineer may adjust contract working days for ordered changes that affect the scheduled completion date as specified in Section 4-1.03, "Changes," of the Standard Specifications. Prepare a time impact analysis to determine the effect of the change as specified in "Time Impact Analysis" and include the impacts acceptable to the Engineer in the next updated schedule. Changes that do not affect the controlling operation on the critical path will not be considered as the basis for a time adjustment. Changes that do affect the controlling operation on the critical path will be considered by the Engineer in decreasing time or granting an extension of time for completion of the contract. Time extensions will only be granted if the total float is absorbed and the scheduled completion date is delayed one (1) or more working days because of the ordered change.

The Engineer's review and acceptance of schedules does not waive any contract requirements and does not relieve you of any obligation or responsibility for submitting complete and accurate information. Correct rejected schedules and resubmit them within seven (7) days of notification by the Engineer, at which time a new review period of seven (7) days will begin.

Errors or omissions on schedules do not relieve you from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either you or the Engineer discover that any aspect of the schedule has an error or omission, you must correct it on the next updated schedule.

COMPUTER SOFTWARE

Submit a description of your proposed schedule software for authorization. All software must be compatible with the current version of the Windows operating system in use by the Engineer. The schedule software must include the latest version of Oracle Primavera P6 Professional Project Management for Windows, or equivalent.

If schedule software equivalent to P6 is proposed, it must be capable of:

1. Generating files that can be imported into P6
2. Comparing two (2) schedules and providing reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties

NETWORK DIAGRAMS, REPORTS, AND DATA

Include the following with each schedule submittal:

1. Two (2) sets of originally plotted, time-scaled network diagrams
2. Two (2) copies of a narrative report
3. One (1) read-only compact disk or floppy diskette containing the schedule data

The time-scaled network diagrams must conform to the following:

1. Show a continuous flow of information from left to right
2. Be based on early start and early finish dates of activities

3. Clearly show the primary paths of criticality using graphical presentation
4. Be prepared on 34" x 44"
5. Include a title block and a timeline on each page

The narrative report must be organized in the following sequence with all applicable documents included:

1. Transmittal letter
2. Work completed during the period
3. Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, six (6) day work 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 and scheduled completion date since the last schedule submittal
6. Description of problem areas
7. Current and anticipated delays:

    7.1. Cause of delay
    7.2. Impact of delay on other activities, milestones, and completion dates
    7.3. Corrective action and schedule adjustments to correct the delay

8. Pending items and status thereof:

    8.1. Permits
    8.2. Change orders
    8.3. Time adjustments
    8.4. Noncompliance notices

9. Reasons for an early or late scheduled completion date in comparison to the contract completion date

Schedule submittals will only be considered complete when all documents and data have been submitted as described above.

PRECONSTRUCTION SCHEDULING CONFERENCE

Schedule a preconstruction scheduling conference with your project manager and the Engineer within 15 days after contract approval. The Engineer will conduct the meeting and review the requirements of this section with you.

Submit a general time-scaled logic diagram displaying the major activities and sequence of planned operations and be prepared to discuss the proposed work plan and schedule methodology that comply with the requirements of this section. If you propose deviations to the construction staging, then the general time-scaled logic diagram must also display the deviations and resulting time impacts. Be prepared to discuss the proposal.

At this meeting, also submit the alphanumeric coding structure and activity identification system for labeling work activities. To easily identify relationships, each activity description must

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 reviews the logic diagram, coding structure, and activity identification system, and provide any required baseline schedule changes to you for implementation.

BASELINE SCHEDULE

Beginning the week following the preconstruction scheduling conference, meet with the Engineer weekly to discuss schedule development and resolve schedule issues until the baseline schedule is accepted.

Submit a baseline schedule within 20 days of contract approval. Allow 20 days for the Engineer's review after the baseline schedule and all support data are submitted.

The baseline schedule must include the entire scope of work and how you plan to complete all work contemplated. The baseline schedule must show the activities that define the critical path. Multiple critical paths and near-critical paths must be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities must be critical or near critical, unless otherwise authorized.

The baseline schedule must not extend beyond the number of contract working days. The baseline schedule must have a data date of contract approval. If you start work before contract approval, the baseline schedule must have a data date of the first (1st) day you performed work at the job site.

If you submit an early completion baseline schedule that shows contract completion in less than Eighty Five Percent (85%) of the contract working days, the baseline schedule must be supplemented with resource allocations for every task activity and include time-scaled resource histograms. The resource allocations must be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for you and your subcontractors. Use average composite crews to display the labor loading of on-site construction activities. Optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. The time-scaled resource histograms must show labor crafts and equipment classes to be used. The Engineer may review the baseline schedule activity resource allocations using Means Productivity Standards or equivalent to determine if the schedule is practicable.

UPDATED SCHEDULE

Submit an updated schedule and meet with the Engineer to review contract progress, on or before the first (1st) day of each month, beginning one (1) month after the baseline schedule is accepted. Allow 15 days for the Engineer's review after the updated schedule and all support data are submitted, except that the review period will not start until the previous month's required schedule is accepted. Updated schedules that are not accepted or rejected within the review period are considered accepted by the Engineer.

The updated schedule must have a data date of the twenty-first (21st) day of the month or other date established by the Engineer. The updated schedule must show the status of work actually

completed to date and the work yet to be performed as planned. Actual activity start dates, percent complete, and finish dates must be shown as applicable. Durations for work that has been completed must be shown on the updated schedule as the work actually occurred, including Engineer submittal review and your resubmittal times.

You may include modifications such as adding or deleting activities or changing activity constraints, durations, or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted schedule. Justify in writing the reasons for any changes to planned work. If any proposed changes in planned work will result in (1) or (2) above, then submit a time impact analysis as specified in this section.

TIME IMPACT ANALYSIS

Submit a written time impact analysis (TIA) with each request for adjustment of contract time, or when you or the Engineer consider that an approved or anticipated change may impact the critical path or contract progress.

The TIA must illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate. The analysis must use the accepted schedule that has a data date closest to and before the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions before the event, the accepted schedule must be updated to the day before the event being analyzed. The TIA must include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the two (2) schedules must be equal to the adjustment of contract time. The Engineer may construct and use an appropriate project schedule or other recognized method to determine adjustments in contract time until you provide the TIA.

Submit two (2) copies of your TIA within 20 days of receiving a written request for a TIA from the Engineer. Allow the Engineer 15 days after receipt to review the submitted TIA. All approved TIA schedule changes must be shown on the next updated schedule.

If a TIA you submit is rejected, meet with the Engineer to discuss and resolve issues related to the TIA. If clarification is still needed, you are allowed 15 days to submit a protest as specified in Section 5-1.011, "Protests," of the Standard Specifications. If agreement is not reached, you are allowed five (5) days from the date you receive the Engineer's response to your protest to submit an Initial Potential Claim Record as specified in Section 5-1.146B, "Initial Potential Claim Record," of the Standard Specifications. Only show actual as-built work, not unapproved changes related to the TIA, in subsequent updated schedules. If agreement is reached at a later date, approved TIA schedule changes must be shown on the next updated schedule. The Engineer withholds remaining payment on the schedule bid item if a TIA is requested and not submitted within 20 days. The schedule item payment resumes on the next estimate after the requested TIA is submitted. No other contract payment is withheld regarding TIA submittals.

FINAL UPDATED SCHEDULE

Submit a final update, as-built schedule with actual start and finish dates for the activities, within

30 days after completion of contract work. Provide a written certificate with this submittal signed by your project manager or an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish 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.

PAYMENT

Progress schedule (critical path method) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path method) includes full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in preparing, furnishing, and updating schedules, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for the progress schedule (critical path method) bid item will be made progressively as follows:

1. A total of Twenty Five Percent (25%) of the item amount will be paid upon achieving all of the following:

    1.1. Completion of Five Percent (5%) of all contract item work.
    1.2. Acceptance of all schedules and approval of all TIAs required to the time when Five Percent (5%) of all contract item work is complete.

2. A total of Fifty Percent (50%) of the item amount will be paid upon completion of Twenty Five Percent (25%) of all contract item work and acceptance of all schedules and approval of all TIAs required to the time when Twenty Five Percent (25%) of all contract item work is complete.
3. A total of Seventy Five Percent (75%) of the item amount will be paid upon completion of Fifty Percent (50%) of all contract item work and acceptance of all schedules and approval of all TIAs required to the time when Fifty Percent (50%) of all contract item work is complete.
4. A total of One Hundred Percent (100%) of the item amount will be paid upon completion of all contract item work, acceptance of all schedules and approval of all TIAs required to the time when all contract item work is complete, and submittal of the certified final update schedule.

If you fail to complete any of the work or provide any of the schedules required by this section, the Engineer makes an adjustment in compensation as specified in Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications for the work not performed. Adjustments in compensation for schedules will not be made for any increased or decreased work ordered by the Engineer in submitting schedules.

10-1.08 TEMPORARY ROAD COVER PLATES

The cover plate shall be steel, designed for HS20-44 live loading and be attached to the roadway to prevent movement under traffic loading. Fine graded asphalt concrete shall be used to form ramps to the cover plate or obstruction. The aggregate grading for the asphalt concrete shall conform to the grading requirements as specified in Section 39-2 of the Standard Specifications. The ramps shall have a maximum grade of six (6) to one (1) and shall be compacted. The cover

plate shall have a non-skid surface of epoxy binder and sand. The epoxy binder shall conform to the requirements in Section 95-1, “General,” and 95-2.05, “Standard Set Epoxy Adhesive for Pavement Markers,” of the Standard Specifications. The sand shall be either No. 8/20 commercial blast sand or sand conforming to Section 90-2.02, “Aggregates,” of the Standard Specifications and the following gradation:

Sieve Size	% Passing Max.
No. 4	100
No. 8	90-100
No. 20	5-10
No. 50	0-5

Full compensation for designing, furnishing, placing and removing temporary road cover plates, including placing and removing the ramps to the cover plates or obstructions, regardless of the number of times it is required, shall be considered as included in the lump sum contract price for Traffic Control System and no separate payment will be made therefor.

10-1.09 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least five (5) business days before beginning any work using the devices or within two (2) business days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

A. Date,
B. Federal Aid number (if applicable),
C. Contract number, district, county, route and post mile of project limits,
D. Company name of certifying vendor, street address, city, state and zip code,
E. Printed name, signature and title of certifying person; and
F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Department list at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 business days before beginning any work using the devices or within two (2) business days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

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

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

The Contractor shall maintain and be responsible to adjust, replace or repair any broken or damaged traffic control device in the field.

Full compensation for furnishing, installing and maintaining Category 1, 2 and 3 temporary traffic control devices and providing self-certification for crashworthiness of all the temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the temporary traffic control devices and no additional compensation will be allowed therefor.

10-1.10 CONSTRUCTION AREA SIGNS

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Furnish Sign" of these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

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

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least two (2) business days, but not more than 14 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	811

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 post hole diameter, if backfilled with portland cement concrete, shall be at least four (4) inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these special provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

10-1.11 MAINTAINING TRAFFIC

Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, within a single traffic control system.

Contractor shall perform all the work necessary to establish the alignment of temporary lane shifts during and between various stages of work not shown in the plans.

Full compensation for flagging during and between several stages of construction (including complete road closure phase) and for furnishing, all labor, materials (including sand and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing, maintaining all the temporary traffic control devices such as barricades, portable changeable message signs, markers, temporary striping, pavement, crash cushions, railing as shown in the plans and removing them when no longer required shall be considered as included in the contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed therefor.

Work that interferes with public traffic shall be limited to the hours when lane closures are allowed, except for work required under Sections 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety."

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.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 60 minutes. After each stoppage, all accumulated traffic for that direction shall pass through the work zone before another stoppage is made.

The maximum length of a single stationary lane closure shall be 0.5 miles.

Monterey County authorities shall be notified at least five (5) business days before work begins. The Contractor shall cooperate with local authorities to handle traffic through the work area and shall make arrangements to keep the work area clear of parked vehicles.

Peach Street may be partially closed to public from 7 am to 4 pm. A complete road closure shall only be permitted for a seven (7) day period to allow the removal of the existing bridge required to place the precast/pre-stressed concrete deck units. Closures during any other time period shall be approved by the Engineer.

A minimum of one (1) paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

Precast concrete members shall not be cast within the right of way of Peach Tree Road.

10-1.12 PORTABLE CHANGEABLE MESSAGE SIGNS

GENERAL

Summary

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs.

Comply with Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications.

Definitions

useable shoulder area: Paved or unpaved contiguous surface adjacent to the traveled way with:

1. Sufficient weight bearing capacity to support portable changeable message sign
2. Slope not greater than 6:1 (horizontal:vertical)

Submittals

Upon request, submit a Certificate of Compliance for each portable changeable message sign under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Quality Control and Assurance

Comply with the manufacturer's operating instructions for portable changeable message sign.

Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. You may use more than one (1) portable changeable message sign to meet this requirement.

Only display the message shown on the plans or ordered by the Engineer or specified in these special provisions.

MATERIALS

The text of the message displayed on portable changeable message sign must not scroll, or travel horizontally or vertically across the face of the message panel.

CONSTRUCTION

Continuously repeat the entire message in no more than two (2) phases of at least three (3) seconds per phase.

If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be minimum 18-inch character height. If useable shoulder area is less than 15

feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way.

Start displaying the message on portable changeable message sign 60 minutes before closing the lane.

Place portable changeable message sign in advance of the first warning sign for:

1. Each stationary lane closure
2. Each roadway closure

Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Place portable changeable sign before or at the crest of vertical roadway curvature where it is visible to approaching traffic. Avoid placing portable changeable message sign within or immediately after horizontal roadway curvature. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).

Except where placed behind guardrail or temporary railing (Type K) use traffic control for shoulder closure to delineate portable changeable message sign.

Remove portable changeable message sign when not in use.

MEASUREMENT AND PAYMENT

Full compensation for portable changeable message signs, including furnishing, placing, operating, modifying messages, maintaining, transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs is included in the contract lump sum price paid for "Traffic Control System" and no separate payment will be made therefor.

10-1.13 TEMPORARY CRASH CUSHION MODULE

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

Temporary crash cushions shall be secured in place prior to commencing work for which the temporary crash cushions are required.

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

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is

15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

Sand filled temporary crash cushion modules shall be one of the following, or equal, and be manufactured after March 31, 1997:

1. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:

    1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
    1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501

2. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205

    2.1. Northern California: United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
    2.2. Southern California: Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786

3. CrashGard Model CC-48 Sand Barrels, manufactured by Plastic Safety Systems, Inc., 2444 Baldwin Road, Cleveland, OH 44104:

    3.1. Northern California:

        3.1.1. Capitol Barricade Safety & Sign, 6329 Elvas Ave, Sacramento, CA 95819, telephone (888) 868-5021, FAX (916) 451-5388
        3.1.2. Sierra Safety, Inc., 9093 Old State Highway, New Castle, CA 95658, telephone (916) 663-2026, FAX (916) 663-1858

    3.2. Southern California: Hi Way Safety Inc., 13310 5th Street, Chino, CA 91710, telephone (909) 591-1781, FAX (909) 627-0999

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

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in pounds for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the

sand shall contain not more than Seven Percent (7%) water as determined by California Test 226.

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

Temporary crash cushion modules may be placed on movable pallets or frames. Comply with dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

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

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with Section 7-1.09, "Public Safety," of the Standard Specifications and modules placed in excess of the number specified or shown will not be measured nor paid for.

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

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

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

10-1.14 TEMPORARY CRASH CUSHION ABSORB 350

This work includes furnishing and installing temporary crash cushion Absorb 350 Test Level 2 (TL2).

Temporary crash cushion Absorb 350 (TL2) must be a five (5) element system as manufactured by Barrier Systems Incorporated and must include the items shown for the crash cushion.

You can obtain the crash cushion from the distributor, Statewide Safety and Signs, 130 Grobic Court, Fairfield, California 94533, Telephone (800) 770-2644, FAX (707) 864-9956.

Temporary crash cushions shall be secured in place prior to commencing work for which the temporary crash cushions are required.

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

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

Submit a copy of the manufacturer's plan and parts list as an informational submittal.

Submit a certificate of compliance for the temporary crash cushion Absorb 350.

Install the temporary crash cushion under the manufacturer's installation instructions.

Attach a Type R or Type P marker panel to the front of the temporary crash cushion Absorb 350 (TL2) when the closest point of the crash cushion is within 12 feet of the traveled way. Firmly fasten the marker panel to the crash cushion with commercial quality hardware or by other authorized methods.

Maintain temporary crash cushion Absorb 350 (TL2) in place at location, including times when work is not actively in progress.

Immediately repair temporary crash cushion Absorb 350 (TL2) damaged due to your activities. Remove and replace if damaged beyond repair. Repair of temporary crash cushion Absorb 350 (TL2) damaged by traffic is change order work.

Upon completion of work, temporary crash cushion Absorb 350 (TL2) becomes your property and must be removed from the job site. Do not install temporary crash cushion Absorb 350 (TL2) in the permanent work.

10-1.15 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the

provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Plans of the existing bridge may be viewed at the offices of the Monterey County Department of Public Works, 168 West Alisal Street, 2nd Floor, Salinas, CA 93901.

Plans of existing bridges available to the Contractor are reproductions of record documents that may or may not have 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.

EXISTING PAINT SYSTEMS

The existing paint systems on County Bridge Number 412, State Bridge Number 44C-0151 contains lead. Any work that disturbs the existing paint system will expose workers to health hazards and will (1) produce debris containing heavy metal in amounts that exceed the thresholds established in Titles 8 and 22 of the California Code of Regulations or (2) produce toxic fumes when heated. The grime and debris on the bridge may also contain lead. Consider the grime and debris part of the paint system. All debris produced when the existing paint system is disturbed must be contained.

Prior to starting work, the Contractor must submit a debris containment and collection program to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, for debris produced when the existing paint system is disturbed. The program must identify materials, equipment, and methods to be used when the existing paint system is disturbed and must include working drawings of containment systems, loads applied to the bridge by containment structures, provisions for ventilation and air movement for visibility and worker safety, name and address of analytical lab that will perform the analyses, CA Department of Toxic Substances Control registration certificate and documentation of compliance with the CA Highway Patrol Biennial Inspection of Terminals Program of the hazardous waste hauler that will transport the hazardous waste, and the name and address of the disposal site that will accept the hazardous waste residue.

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

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

The State will not be liable to the Contractor for failure to approve all or any portion of an

originally submitted or revised debris containment and collection program, nor for delays to the work due to the Contractor's failure to submit an acceptable program.

Full compensation for the debris containment and collection program must be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

Safety and Health Provisions

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

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

Prior to starting work that disturbs the existing paint system, and when revisions to the compliance program are required submit a lead compliance plan under Section 7-1.07, "Lead Compliance Plan," of the Standard Specifications. Copies of all air monitoring or jobsite inspection reports made by or under the direction of the CIH in conformance with Section 1532.1, "Lead," must be furnished to the Engineer within 10 days after the date of monitoring or inspection.

Full compensation for furnishing the Engineer with the submittals and for implementing the programs required by this safety and health section must be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

Debris Handling

Debris produced when the existing paint system is disturbed must not be temporarily stored on the ground. Debris accumulated inside the containment system must be removed before the end of each work shift. Debris must be stored in metal containers approved by the U.S Department of Transportation for the transportation and temporary storage of hazardous waste. The containers must be handled such that no spillage occurs. The containers must be stored in a secured enclosure. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits until disposal as approved.

Handling, storing, transporting, and disposing of debris produced when the existing paint system is disturbed must be performed in conformance with all applicable Federal, State, and local hazardous waste laws. Laws that govern this work include:

1. Health and Safety Code, Division 20, Chapter 6.5 (California Hazardous Waste Control Act).
2. Title 22; California Code of Regulations, Division 4.5, (Environmental Health Standards for the Management of Hazardous Waste).
3. Title 8, California Code of Regulations.

The Contractor must make necessary arrangements to test the debris as required by the disposal

facility and as specified. Testing must include at a minimum:

1. Total lead by US EPA Method 6010B
2. Soluble lead by CA WET
3. Soluble lead by Toxicity Characteristic Leaching Procedure (TCLP)

From the first 220 gal of hazardous waste or portion thereof if less than 220 gal of hazardous waste are produced, a minimum of four (4) randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gal of hazardous waste or portion thereof if less than 880 gal are produced, a minimum of one (1) additional random sample must be taken and analyzed. Use chain of custody procedures consistent with Chapter 9 of the US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a second time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than five (5) business days before the start of the work that disturbs the existing paint system. The analytical laboratory must be certified by the CDPH ELAP for all analyses to be performed.

Submit analytical test results of the debris, including chain of custody documentation, for review and acceptance before:

1. Requesting the Engineer's signature on the waste profile requested by the disposal facility
2. Requesting the Engineer obtain a US EPA Generator Identification Number for disposal
3. Removing the residue from the site

Submit a request for the US EPA Generator Identification Number when the Engineer accepts the waste characterization analytical test results documenting that the debris is a hazardous waste.

Except as otherwise provided herein, debris produced when the existing paint system is disturbed must be disposed of by the Contractor at an approved California Department of Toxic Substances Control permitted Class 1 disposal facility within California in conformance with the requirements of the disposal facility operator. The Engineer will obtain the US EPA Generator Identification Number and will sign all manifests as the generator within two (2) business days of receiving and accepting the waste characterization analytical test results and receiving your request for the US EPA Generator Identification Number. Disposal must occur after the Engineer accepts the waste characterization analytical test results and within 60 days after accumulating 220 pounds of residue and dust.

If less than 220 pounds of hazardous waste debris is generated in total, dispose of it within 60days after the start of accumulation of the debris.

The debris must be hauled by a transporter currently registered with the California Department of Toxic Substances Control and in compliance with the CA Highway Patrol Biennial Inspection of

Terminals Program using correct manifesting procedures. The Contractor must make all arrangements with the operator of the disposal facility and perform any testing of the debris required by the operator.

If analytical test results demonstrate that the residue is a non-hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted Class II or Class III facility or recycle it.

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

1. Copper slag abrasive blended by the supplier with a calcium silicate compound must be used for blast cleaning.
2. The debris produced when the existing paint system is disturbed must be tested by the Contractor to confirm that the solubility of the heavy metals is below regulatory limits and that the debris may be transported to the recycling facility as a nonhazardous waste.
3. The Contractor must make all arrangements with the operator of the recycling facility and perform any testing of the debris produced when the existing paint system is disturbed that is required by the operator.

Submit receiving landfill or recycling facility documentation of proper disposal within five (5) business days of debris transport from the project.

Full compensation for debris handling and disposal must be considered as included in the contract price paid for the item of work causing the existing paint system to be disturbed, and no additional compensation will be allowed therefor.

If analytical test results demonstrate that the debris is a non-hazardous waste, the Engineer agrees, and debris is dispose of at an appropriately permitted Class II, Class III, or recycling facility, the Department does not adjust payment.

Protective work clothing and washing facilities must be inspected and approved by the Engineer before the start of any activity that presents the potential for lead exposure.

EARTH MATERIAL CONTAINING LEAD

General

This work includes handling earth material containing lead under the Standard Specifications and these special provisions.

Submittals

Submit a lead compliance plan under Section 7-1.07, "Lead Compliance Plan," of the Standard Specifications.

Project Conditions

Lead is present in earth material within the project limits at average concentrations below 1,000

mg/kg total lead and below 5 mg/l soluble lead. Earth material within the project limits:

1. Is not a hazardous waste
2. Does not require disposal at a permitted landfill or solid waste disposal facility

Lead has been detected in earth material in unpaved areas of the highway. Levels of lead found within the project limits range from less than 5 to 32 mg/kg total lead with an average concentration of 10.9 mg/kg total lead as analyzed by EPA Test Method 6010 or EPA Test Method 7000 series and based upon a 95% Upper Confidence Limit. Levels of lead found within the project limits have a predicted average soluble concentration of less than 1.1 mg/l as analyzed by the California Waste Extraction Test and based upon a 95% Upper Confidence Limit.

Construction

Handle earth material containing lead under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA Regional Water Quality Control Board, Central Coast Region
3. CA Department of Toxic Substances Control

If earth material is disposed of:

1. Dispose of under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way, " of the Standard Specifications
2. Disclose the lead concentration of the earth material to the receiving property owner when obtaining authorization for disposal on the property
3. Obtain the receiving property owner's acknowledgment of lead concentration disclosure in the written authorization for disposal
4. You are responsible for any additional sampling and analysis required by the receiving property owner

If you choose to dispose of earth material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the earth material and for all associated trucking and disposal costs including any additional sampling and analysis required by the receiving landfill.

Measurement and Payment

Full compensation for handling earth material containing lead is included in the contract unitprice paid per cubic yard for Structure Excavation (Bridge), and no additional compensation will be allowed therefor.

OBLITERATE SURFACING

Existing surfacing, when no longer required for the passage of public traffic, shall be obliterated

at the locations shown on the plans.

Full compensation for obliterating the surface shall be considered as included in the contract price paid for various items of work involved, and no additional compensation will be allowed therefor.

COLD PLANE ASPHALT CONCRETE PAVEMENT

GENERAL

Summary

This work includes cold planing existing asphalt concrete pavement.

Sequencing and Scheduling

Schedule cold planing activities to ensure hot mix asphalt (HMA) is placed over cold planed area during the same work shift before opening to traffic. If you cannot place HMA over the entire cold planed area before opening it to traffic:

1. Construct a temporary HMA taper to the level of the existing pavement.
2. Place HMA during the next lane or shoulder closure for that area.
3. Submit a corrective action plan that shows that you are able to cold plane and place HMA in the same work shift. Do not perform cold planing work until the Engineer approves the corrective action plan.

MATERIALS

HMA for temporary tapers must be of the same quality as the HMA used elsewhere on the project or comply with "Minor Hot Mix Asphalt" of these special provisions.

CONSTRUCTION

General

Perform planing of asphalt concrete pavement without the use of a heating device to soften the pavement.

Cold Planing Equipment

Cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the only available cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane until the Engineer approves your request.
2. Equipped with automatic controls to control the longitudinal grade and transverse slope of the cutter head and:

    2.1. If a ski device is used, it must be at least 30 feet long, rigid, and one (1) piece unit. The entire length must be used in activating the sensor.
    2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint matching shoe may be used.

3. Equipped to effectively control dust generated by the planing operation.
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. The transverse slope of the planed surface must not vary more than 0.03 foot from the straightedge when placed at right angles to the centerline.

A drop-off of more than 0.15 foot is not allowed between adjacent lanes open to public traffic.

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. HMA for temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface
3. Completely removed before placing the permanent surfacing. The removed material must be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Disposal of Planed Material

Remove cold planed material concurrent with planing activities, within 50 feet of the planer or as ordered.

Dispose of planed material and under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Cold plane asphalt concrete pavement is measured by the square yard.

The contract price paid per square yard for cold plane asphalt concrete pavement includes 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 constructing, maintaining, removing temporary HMA tapers if applicable, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Full compensation for removal of thermoplastic traffic stripe, painted traffic stripe, and pavement

marking in areas of cold plane asphalt concrete is included in the contract price paid for cold plane asphalt concrete and no separate payment will be made therefor.

BRIDGE REMOVAL

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

PEACH TREE ROAD BRIDGE (REPLACE)
State Bridge No. 44C-0151
County Bridge No. 412

Remove existing steel bridge structure and slope protection as shown on the plans.

The project is located within the Monterey Bay Unified Air Pollution Control District (MBUAPCD). The Contractor shall notify the MBUAPCD and pay any associated notification and permit fees at least ten (10) days prior to bridge demolition. Per the "Asbestos and Lead Paint Survey - Peach Tree Road Bridge Replacement Project, Monterey County, California" report by Geocon dated May 2011, no asbestos was detected in the samples collected.

Removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of in conformance 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 for each bridge listed above, detailing procedures, sequences, and all features required to perform the removal in a safe and controlled manner.

The bridge removal plan shall include, but not be limited to, the following:

A. The removal sequence, including staging of removal operations. The removal sequence necessary to place the precast/pre-stressed concrete deck units shall be completed within the seven day road closure.
B. Equipment locations on the structure during removal operations.
C. Temporary support shoring or temporary bracing.
D. Locations where work is to be performed over traffic, utilities, or waterways.
E. Details, locations, and types of protective covers to be used.
F. Measures to assure that people, property, utilities, and improvements will not be endangered.
G. Details and measures for preventing material, equipment, and debris from falling onto public traffic, and waterways.

The Contractor shall submit working drawings with design calculations to the Engineer for the proposed bridge removal plan, and the bridge removal plan shall be prepared and signed 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 the design of protective covers. 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 provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The number of sets of drawings, design calculations, and the time for reviewing 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 following additional requirements apply to the removal of bridges or portions of bridges that are over or adjacent to roadways that may be closed to public traffic for only brief periods of time:

A. The closure of roadways to public traffic shall conform to the provisions in "Order of Work" and "Maintaining Traffic" of these special provisions.
B. Prior to closing a roadway to traffic to accommodate bridge removal operations, the Contractor shall have all necessary workers, materials, and equipment at the site as needed to proceed with the removal work in an expeditious manner. While the roadway is closed to public traffic, work shall be pursued promptly and without interruption until the roadway is reopened to public traffic.
C. Bridge removal operations shall be performed during periods of time that the roadway is closed to public traffic except as specified herein for preliminary work.
D. Preliminary work shall be limited to operations that will not reduce the structural strength or stability of the bridge, or any element thereof, to a level that in the judgment of the Engineer would constitute a hazard to the public. This preliminary work shall also be limited to operations that cannot cause debris or any other material to fall onto the roadway.
E. Temporary support shoring and temporary bracing shall be used in conjunction with preliminary work when necessary to ensure the stability of the bridge.
H. The removal operations shall be conducted in such a manner that the portion of the structure not yet removed remains in a stable condition at all times.

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

Full compensation for preparation and submittal of the bridge removal plan shall be considered as included in the contract lump sum price paid for bridge removal and no additional compensation will be allowed therefor.

10-1.16 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.

Vegetable growth from clearing and grubbing operations may be disposed of in embankments in conformance with the provisions in "Earthwork" of these special provisions.

10-1.17 EARTHWORK

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

Geocomposite drain shall conform to the details shown on the plans and the following:

A. Geocomposite wall drain shall consist of a manufactured core not less than 0.25 inch thick nor more than two (2) inches 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 2.0 gallons per minute per foot of width at a hydraulic gradient of 1.0 and a minimum externally applied pressure of 3,500 psf.
B. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for the geocomposite drain certifying that the drain produces the required flow rate and complies with these special provisions. The Certificate of Compliance shall be accompanied by a flow capability graph for the geocomposite drain showing flow rates for externally applied pressures and hydraulic gradients. The flow capability graph shall be stamped with the verification of an independent testing laboratory.
C. Filter fabric for geocomposite wall drain shall conform to the provisions in Section 88-1.02, "Filtration," of the Standard Specifications. Filter fabric shall be Class A.
D. 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 two (2) sets of continuous flow channels, or a system of plastic pillars and interconnections forming a semirigid mat.
E. 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.
F. 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 three (3) inches at all joints and wrap around the exterior edges a minimum of three (3) inches 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 six (6) inches and be attached thereto.
G. Should the fabric on the geocomposite drain be torn or punctured, the damaged section shall be replaced completely or repaired by placing a piece of fabric that is large enough to cover the damaged area and provide a minimum six (6) inch overlap.
H. Plastic pipe shall conform to the provisions for edge drain pipe and edge drain outlets in Section 68-3, "Edge Drains," of the Standard Specifications.
I. Treated permeable base to be placed around the slotted plastic pipe at the bottom of the geocomposite drain shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the Standard Specifications and these special provisions.

J. The treated permeable base shall be enclosed with a high density polyethylene sheet or PVC geomembrane, not less than ten (10) mils thick, that is bonded with a suitable adhesive to the concrete and geocomposite drain. Surfaces to receive the polyethylene sheet shall be cleaned before applying the adhesive. The treated permeable base shall be compacted with a vibrating shoe type compactor.

If structure excavation or structure backfill for 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 measured and paid for as structure excavation (bridge) or structure backfill (bridge), respectively.

10-1.18 SHOULDER BACKING

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

Shoulder backing material shall be clean and free from organic matter and other deleterious substances. Shoulder backing may include any combination of broken stone, crushed gravel, natural rough-surfaced gravel, sand, and processed reclaimed asphalt concrete pavement, portland cement concrete pavement, lean concrete base, and cement treated base. Shoulder backing material shall conform to the following grading requirements:

Shoulder Backing Grading Requirements

Sieve Sizes	Percentage Passing
2"	100
1"	75 - 100
3/4"	65 - 100
No. 4	35 - 60
No. 30	10 - 35
No. 200	5 - 15

Sand Equivalent for shoulder backing material shall be from 10 to 35 determined in conformance with California Test 217 except if 100 percent reclaimed asphalt concrete pavement is used, the Sand Equivalent requirement is 10 minimum.

If 100 percent reclaimed asphalt concrete pavement is used, shoulder backing material must conform to the following grading requirements:

Shoulder Backing Grading Requirements Using 100% Reclaimed Asphalt Concrete Pavement

Sieve Sizes	Percentage Passing
1-1/2"	100
3/4"	70 - 100
No. 4	30 - 80

If a combination of broken stone, crushed gravel, natural rough-surfaced gravel, and sand material is used, shoulder backing material shall conform to the following quality requirements:

Shoulder Backing Quality Requirements Using Non-Reclaimed Materials

Specification	California Test	Requirement
Sand equivalent	217	10 - 30
Percentage crushed particles (%, min.) [a]	205	
One fractured face		75
Two fractured faces		50
Durability index (min.)	229	25

Note:
[a] Applies to material retained on No. 4 sieve only

Shoulder backing material shall have a minimum unit weight of 105 pounds per cubic foot determined in conformance with California Test 212 using the Rodding Method.

Shoulder backing material that includes reclaimed asphalt concrete pavement shall not be placed within 100 feet measured horizontally of any culvert, watercourse, or bridge within the project limits.

The areas where shoulder backing is to be constructed shall be cleared of weeds, grass, and debris. Removed weeds, grass, and debris shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Prior to placement of shoulder backing material, basement material shall be scarified to a minimum depth of 0.25 foot. Immediately prior to placement of shoulder backing material, scarified material shall be watered. Shoulder backing material shall be placed, watered, and rolled a minimum of two passes with a steel tired roller weighing not less than eight (8) tons to form a smooth, compacted surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

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

Shoulder backing construction shall be completed along the edges of any portion of new pavement surfacing within five (5) days after completion of that portion of the new surfacing. Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and W8-9 (LOW SHOULDER) signs off of and adjacent to the new pavement surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 500 feet on tangents and 200 feet on curves. W8-9 (LOW SHOULDER) signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 2,000 feet. The portable delineators and W8-9 (LOW SHOULDER) signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Quantities of shoulder backing will be measured by the ton in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

The contract price paid per ton for shoulder backing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.19 AGGREGATE BASE

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate base must be Class 2.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

10-1.20 HOT MIX ASPHALT

GENERAL

Summary

This work includes producing and placing hot mix asphalt (HMA) Type A using the standard process.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

Quality Control / Quality Assurance Projects

MATERIALS

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

Aggregate

CONSTRUCTION

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

Place HMA on adjacent traveled way lanes so that at the end of each work shift, the distance between the ends of HMA layers on adjacent lanes is between five (5) feet and ten (10) feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another approved bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

10-1.21 PILING

GENERAL

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

Unless otherwise specified, welding of any work performed in conformance with the provisions in Section 49, "Piling," of the Standard Specifications, shall be in conformance with the requirements in AWS D1.1.

Attention is directed to "Project Information" of these special provisions.

Difficult pile installation is anticipated due to the presence of high ground water, cemented materials, cobbles and boulders, underground utilities, overhead utilities, and traffic control.

CAST-IN-DRILLED-HOLE CONCRETE PILES

GENERAL

Summary

Cast-in-drilled-hole (CIDH) concrete piling shall conform to the provisions in Section 49-4, "Cast-In-Place Concrete Piles," of the Standard Specifications and these special provisions.

The provisions of "Welding" of these special provisions shall not apply to temporary steel casings.

The CIDH concrete piles shown in the following table are specified as end bearing:
Definitions
dry hole:

1. Except for CIDH concrete piles specified as end bearing, a drilled hole that:

1.1. Accumulates no more than 12 inches of water in the bottom of the drilled hole during a period of 1 hour without any pumping from the hole during the hour.
1.2. Has no more than 3 inches of water in the bottom of the drilled hole immediately before placing concrete.

2. For CIDH concrete piles specified as end bearing, a drilled hole free of water without the use of pumps.

Submittals

Pile Installation Plan

The Contractor shall submit a pile installation plan to the Engineer for approval for all CIDH concrete piling. The pile installation plan shall be submitted at least 15 days before constructing CIDH concrete piling and shall include complete descriptions, details, and supporting calculations for the following:

A. Concrete mix design, certified test data, and trial batch reports.
B. Drilling or coring methods and equipment.
C. Proposed method for casing installation and removal when necessary.
D. Methods for placing, positioning, and supporting bar reinforcement. If plastic spacers are proposed for use, include the manufacturer's data and a sample of the plastic spacer.
E. Methods and equipment for determining the depth of concrete and actual and theoretical volume placed, including effects on volume of concrete when any casings are withdrawn.
F. Methods and equipment for verifying that the bottom of the drilled hole is clean before placing concrete.
G. Methods and equipment for preventing upward movement of reinforcement, including the Contractor's means of detecting and measuring upward movement during concrete placement operations.

For concrete placed under slurry, the pile installation plan shall also include complete descriptions, details, and supporting calculations for the following:

A. Concrete batching, delivery, and placing systems, including time schedules and capacities. Time schedules shall include the time required for each concrete placing operation at each pile.
B. Concrete placing rate calculations. When requested by the Engineer, calculations shall be based on the initial pump pressures or static head on the concrete and losses throughout the placing system, including anticipated head of slurry and concrete to be displaced.
C. Suppliers' test reports on the physical and chemical properties of the slurry and any proposed slurry chemical additives, including Material Safety Data Sheet.
D. Slurry testing equipment and procedures.
E. Methods of removal and disposal of excavation, slurry, and contaminated concrete, including removal rates.
F. Methods and equipment for slurry agitating, recirculating, and cleaning.

QUALITY ASSURANCE

Concrete Test Batch

Before concrete is deposited under slurry, a concrete test batch shall be produced and delivered

to the project under conditions and in time periods similar to those expected during placement of concrete in the piles. Concrete shall be placed in an excavated hole or suitable container of adequate size to allow for testing as specified herein. Depositing of concrete under slurry will not be required. In addition to meeting the specified nominal slump, the concrete test batch shall meet the following requirements:

A. For piles where the time required for each concrete placing operation, as submitted in the placing plan, will be two (2) hours or less, the concrete test batch shall demonstrate that the proposed concrete mix design achieves a slump of at least seven (7) inches after twice that time has elapsed.
B. For piles where the time required for each concrete placing operation, as submitted in the placing plan, will be more than two (2) hours, the concrete test batch shall demonstrate that the proposed concrete mix design achieves a slump of at least seven (7) inches after that time plus two (2) hours has elapsed.

The time period shall begin at the start of placement. Concrete shall not be vibrated or agitated during the test period. Slump tests will be performed in conformance with the requirements in California Test 556.

Upon completion of testing, concrete shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Preconstruction Meeting

A preconstruction meeting for CIDH concrete pile construction shall be held (1) at least five (5) business days after submitting the pile installation plan and (2) at least ten (10) days before the start of CIDH concrete pile construction.

The meeting shall include the Engineer, the Contractor, and any subcontractors involved in the CIDH concrete pile construction.

The purpose of this meeting is to:

A. Establish contacts and communication protocol between the Contractor, any subcontractors involved in CIDH concrete pile construction, and the Engineer
B. Review the construction process, acceptance testing, and anomaly mitigation of CIDH concrete piles

The Contractor shall schedule the meeting and provide a facility for the meeting. The Engineer will conduct the meeting. The following will be discussed:

A. Pile placement plan, dry and wet
B. Acceptance testing, including gamma-gamma logging, cross-hole sonic logging, and coring
C. Pile Design Data Form
D. Mitigation process
E. Timeline and critical path activities
F. Structural, geotechnical, and corrosion design requirements

G. Future meetings, if necessary, for pile mitigation and pile mitigation plan review
H. Safety requirements, including Cal/OSHA and Tunnel Safety Orders

MATERIALS

Concrete

Concrete deposited under slurry shall have a nominal slump equal to or greater than 7 inches, contain not less than 675 pounds of cementitious material per cubic yard, and be proportioned to prevent excessive bleed water and segregation. The nominal and maximum slump and penetration requirements in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications shall not apply.

Aggregate Grading

The combined aggregate grading shall be either the 1-inch maximum grading, the 1/2-inch maximum grading, or the 3/8-inch maximum grading and shall conform to the requirements in Section 90-3, "Aggregate Gradings," of the Standard Specifications.

When concrete is placed under slurry, the combined aggregate grading shall be either the 1/2-inch maximum grading or the 3/8-inch maximum grading and shall conform to the requirements in Section 90-3, "Aggregate Gradings," of the Standard Specifications.

Spacers

Spacers shall conform to Section 52-1.07, "Placing," of the Standard Specifications, except plastic spacers may be used.

Plastic spacers shall conform to Sections 3.4 and 3.5 of the Concrete Reinforcing Steel Institute's "Manual of Standard Practice" and shall have at least Twenty Five Percent (25%) of their gross plane area perforated to compensate for the difference in the coefficient of thermal expansion between the plastic and concrete. Plastic spacers shall be commercial quality.

Slurry

Mineral Slurry

Mineral slurry shall be mixed and thoroughly hydrated in slurry tanks, and slurry shall be sampled from the slurry tanks and tested before placement in the drilled hole.

Slurry shall be recirculated or continuously agitated in the drilled hole to maintain the specified properties.

Recirculation shall include removal of drill cuttings from the slurry before discharging the slurry back into the drilled hole. When recirculation is used, the slurry shall be sampled and tested at least every two (2) hours after beginning its use until tests show that the samples taken from the slurry tank and from near the bottom of the hole have consistent specified properties. Subsequently, slurry shall be sampled at least twice per shift as long as the specified properties remain consistent.

Slurry that is not recirculated in the drilled hole shall be sampled and tested at least every two (2) hours after beginning its use. The slurry shall be sampled mid-height and near the bottom of the

hole. Slurry shall be recirculated when tests show that the samples taken from mid-height and near the bottom of the hole do not have consistent specified properties.

Slurry shall also be sampled and tested before final cleaning of the bottom of the hole and again just before placing concrete. Samples shall be taken from mid-height and near the bottom of the hole. Cleaning of the bottom of the hole and placement of the concrete shall not start until tests show that the samples taken from mid-height and near the bottom of the hole have consistent specified properties.

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Mineral slurry shall be tested for conformance to the requirements shown in the following table:

MINERAL SLURRY		
PROPERTY	REQUIREMENT	TEST
Density (pcf) - before placement in the drilled hole - during drilling - before final cleaning - immediately before placing concrete	 64.3* to 69.1* 64.3* to 75.0*	 Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/quart) bentonite attapulgite	 28 to 50 28 to 40	 Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 to 10.5	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - before final cleaning - immediately before placing concrete	 less than or equal to 4.0	 Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 2 pcf. Slurry temperature shall be at least 40°F when tested.		

Any caked slurry on the sides or bottom of hole shall be removed before placing reinforcement. If concrete is not placed immediately after placing reinforcement, the reinforcement shall be removed and cleaned of slurry, the sides of the drilled hole cleaned of caked slurry, and the reinforcement again placed in the hole for concrete placement.

Synthetic Slurry

Synthetic slurries shall be used in conformance with the manufacturer's recommendations and these special provisions. The following synthetic slurries may be used:

PRODUCT	MANUFACTURER
SlurryPro CDP	KB International LLC 735 Board Street, Suite 209 Chattanooga, TN 37402 (423) 266-6964
Super Mud	PDS Co., Inc. 105 West Sharp Street El Dorado, AR 71731 (870) 863-5707
Shore Pac GCV	CETCO Construction Drilling Products 2870 Forbs Avenue Hoffman Estates, IL 60192 (800) 527-9948
Terragel or Novagel Polymer	Geo-Tech Services, LLC 220 N. Zapata Hwy, Suite 11A-449A Laredo, TX 78043 (210) 259-6386

Inclusion of a synthetic slurry on the above list may be obtained by meeting the Department's requirements for synthetic slurries. The requirements can be obtained from the Offices of Structures Design, P.O. Box 168041, MS# 9-4/11G, Sacramento, CA 95816-8041.

Synthetic slurries listed may not be appropriate for a given site.

Synthetic slurries shall not be used in holes drilled in primarily soft or very soft cohesive soils as determined by the Engineer.

A manufacturer's representative, as approved by the Engineer, shall provide technical assistance for the use of their product, shall be at the site before introduction of the synthetic slurry into a drilled hole, and shall remain at the site until released by the Engineer.

Synthetic slurries shall be sampled and tested at both mid-height and near the bottom of the drilled hole. Samples shall be taken and tested during drilling as necessary to verify the control of the properties of the slurry. Samples shall be taken and tested when drilling is complete, but before final cleaning of the bottom of the hole. When samples are in conformance with the requirements shown in the following tables for each slurry product, the bottom of the hole shall be cleaned and any loose or settled material removed. Samples shall be obtained and tested after

final cleaning and immediately before placing concrete.

SlurryPro CDP synthetic slurries shall be tested for conformance to the requirements shown in the following table:

SLURRYPRO CDP KB International LLC		
PROPERTY	REQUIREMENT	TEST
Density (pcf) - during drilling - before final cleaning - just before placing concrete	 less than or equal to 67.0* less than or equal to 64.0*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/quart) - during drilling -before final cleaning - just before placing concrete	 50 to 120 less than or equal to 70	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	6 to 11.5	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - before final cleaning - just before placing concrete	 less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 2 pcf. Slurry temperature shall be at least 40°F when tested.		

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Super Mud synthetic slurries shall be tested for conformance to the requirements shown in the following table:

SUPER MUD PDS Co., Inc.		
PROPERTY	REQUIREMENT	TEST
Density (pcf) - before final cleaning - just before placing concrete	less than or equal to 64.0*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/quart) - during drilling - before final cleaning - just before placing concrete	32 to 60 less than or equal to 60	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 to 10.0	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - before final cleaning -just before placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 2 pcf. Slurry temperature shall be at least 40°F when tested.		

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Shore Pac GCV synthetic slurries shall be tested for conformance to the requirements shown in the following table:

Shore Pac GCV CETCO Construction Drilling Products		
PROPERTY	REQUIREMENT	TEST
Density (pcf) - before final cleaning - just before placing concrete	less than or equal to 64.0*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/quart) - during drilling - before final cleaning - just before placing concrete	33 to 74 less than or equal to 57	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8.0 to 11.0	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - before final cleaning -just before placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 2 pcf. Slurry temperature shall be at least 40°F when tested.		

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Terragel or Novagel Polymer synthetic slurries shall be tested for conformance to the requirements shown in the following table:

TERRAGEL OR NOVAGEL POLYMER Geo-Tech Services, LLC		
PROPERTY	REQUIREMENT	TEST
Density (pcf) - during drilling - before final cleaning - just before placing concrete	 less than or equal to 67.0* less than or equal to 64.0*	Mud Weight (Density) API 13B-1 Section 1
Viscosity (seconds/quart) - during drilling - before final cleaning - just before placing concrete	 45 to 104 less than or equal to 104	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	6.0 to 11.5	Glass Electrode pH Meter or pH Paper
Sand Content (percent) - before final cleaning -just before placing concrete	 less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, slurry may be used in salt water, and the allowable densities may be increased up to 2 pcf. Slurry temperature shall be at least 40°F when tested.		

Water Slurry

At the option of the Contractor, water may be used as slurry when casing is used for the entire length of the drilled hole.

Water slurry shall be tested for conformance to the requirements shown in the following table:

WATER SLURRY		
PROPERTY	REQUIREMENT	TEST
Density (pcf) - before final cleaning - just before placing concrete	63.5*	Mud Weight (Density) API 13B-1 Section 1
Sand Content (percent) - before final cleaning -just before placing concrete	less than or equal to 0.5	Sand API 13B-1 Section 5
*When approved by the Engineer, salt water slurry may be used and the allowable densities may be increased up to 2 pcf.		

CONSTRUCTION

General

CIDH concrete piling 24 inches in diameter or larger may be constructed by excavation and depositing concrete under slurry.

Portions of CIDH concrete piling shown on the plans to be formed shall be formed and finished in conformance with the provisions for concrete structures in Section 51, "Concrete Structures," of the Standard Specifications.

Unless otherwise shown on the plans, the bar reinforcing steel cage shall have at least three (3) inches of clear cover measured from the outside of the cage to the sides of the hole or casing.

Spacers shall be placed at least five (5) inches clear from any inspection tubes. Plastic spacers shall be placed around the circumference of the cage and at intervals along the length of the cage, as recommended by the manufacturer of the plastic spacer.

Placing Concrete

Concrete deposited under slurry shall be carefully placed in a compact, monolithic mass and by a method that will prevent washing of the concrete. Concrete deposited under slurry need not be vibrated. Placing concrete shall be a continuous operation lasting not more than the time

required for each concrete placing operation at each pile, as submitted in the placing plan, unless otherwise approved in writing by the Engineer. Concrete shall be placed with concrete pumps and delivery tube system of adequate number and size to complete the placing of concrete in the time specified. The delivery tube system shall consist of one of the following:

A. A tremie tube or tubes, each of which are at least ten (10) inches in diameter, fed by one or more concrete pumps.
B. One or more concrete pump tubes, each fed by a single concrete pump.

The delivery tube system shall consist of watertight tubes with sufficient rigidity to keep the ends always in the mass of concrete placed. If only one delivery tube is utilized to place the concrete, the tube shall be placed near the center of the drilled hole. Multiple tubes shall be uniformly spaced in the hole. Internal bracing for the steel reinforcing cage shall accommodate the delivery tube system. Tremies shall not be used for piles without space for a ten (10) inch tube.

Spillage of concrete into the slurry during concrete placing operations shall not be allowed. Delivery tubes shall be capped with a watertight cap, or plugged above the slurry level with a good quality, tight fitting, moving plug that will expel the slurry from the tube as the tube is charged with concrete. The cap or plug shall be designed to be released as the tube is charged. The pump discharge or tremie tube shall extend to the bottom of the hole before charging the tube with concrete. After charging the delivery tube system with concrete, the flow of concrete through a tube shall be induced by slightly raising the discharge end. During concrete placement, the tip of the delivery tube shall be maintained as follows to prevent reentry of the slurry into the tube. Until at least ten (10) feet of concrete has been placed, the tip of the delivery tube shall be within six (6) inches of the bottom of the drilled hole, and then the embedment of the tip shall be maintained at least ten (10) feet below the top surface of the concrete. Rapid raising or lowering of the delivery tube shall not be permitted. If the seal is lost or the delivery tube becomes plugged and must be removed, the tube shall be withdrawn, the tube cleaned, the tip of the tube capped to prevent entrance of the slurry, and the operation restarted by pushing the capped tube ten (10) feet into the concrete and then reinitiating the flow of concrete.

When slurry is used, a fully operational standby concrete pump, adequate to complete the work in the time specified, shall be provided at the site during concrete placement. The slurry level shall be maintained ten (10) feet above the piezometric head or within 12 inches of the top of the drilled hole, whichever is higher.

A log of concrete placement for each drilled hole shall be maintained by the Contractor when concrete is deposited under slurry. The log shall show the pile location, tip elevation, dates of excavation and concrete placement, total quantity of concrete deposited, length and tip elevation of any casing, and details of any hole stabilization method and materials used. The log shall include a 8-1/2" x 11" sized graph of the concrete placed versus depth of hole filled. The graph shall be plotted continuously throughout placing of concrete. The depth of drilled hole filled shall be plotted vertically with the pile tip oriented at the bottom and the quantity of concrete shall be plotted horizontally. Readings shall be made at least at each five (5) feet of pile depth, and the time of the reading shall be indicated. The graph shall be labeled with the pile location, tip elevation, cutoff elevation, and the dates of excavation and concrete placement. The log shall be delivered to the Engineer within one (1) working day of completion of placing concrete in the pile.

After placing reinforcement and before placing concrete in the drilled hole, if drill cuttings settle out of the slurry, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

If a temporary casing is used, maintain concrete placed under slurry at a level at least five (5) feet above the bottom of the casing. The equivalent hydrostatic pressure inside the casing must be greater than the hydrostatic pressure on the outside of the casing. The withdrawal of the casing must not cause contamination of the concrete with slurry.

Material resulting from using slurry shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Acceptance Testing and Mitigation
Vertical inspection pipes for acceptance testing shall be provided in all CIDH concrete piling 24 inches in diameter or larger, except when the holes are dry or when the holes are dewatered without the use of temporary casing in a manner that controls ground water.

The furnishing and placing of inspection pipes shall conform to the following:

A. Inspection pipes shall be Schedule 40 PVC pipe conforming to ASTM D 1785 with a nominal pipe size of two (2) inches. Watertight PVC couplers conforming to ASTM D 2466 are permitted to facilitate pipe lengths in excess of those which are commercially available. The Contractor shall log the location of the inspection pipe couplers with respect to the plane of pile cut off, and these logs shall be delivered to the Engineer upon completion of the placement of concrete in the drilled hole.
B. Each inspection pipe shall be capped at the bottom and shall extend from three (3) feet above the pile cutoff down to the bottom of the reinforcing cage. A temporary top cap or similar means shall be provided to keep the pipes clean before testing. If pile cutoff is below the ground surface or working platform, inspection pipes shall be extended to three (3) feet above the ground surface or working platform. Approved covers or railings shall be provided and inspection pipes shall be located as necessary to minimize exposure of testing personnel to potential falling hazards.
C. Inspection pipes shall be completely clean, dry, and unobstructed at the time of testing providing a two (2) inch diameter clear opening.
D. The inspection pipes shall be installed in straight alignment, parallel to the main reinforcement, and securely fastened in place to prevent misalignment during installation of the reinforcement and placing of concrete in the hole. The CIDH concrete piling shall be constructed so that the relative distance of inspection pipes to vertical steel reinforcement shall remain constant.
E. When any changes are made to the tip of CIDH concrete piling, the Contractor shall also extend the inspection pipes to the bottom of the reinforcing cage.

The following additional requirements apply if inspection pipes are not shown on the plans:

A. Inspection pipes shall be placed radially around the pile, inside the outermost spiral or hoop reinforcement and no more than 1 inch clear of the outermost spiral or hoop reinforcement.
B. Inspection pipes shall be placed around the pile at a uniform spacing not exceeding 33 inches measured along the circle passing through the centers of inspection pipes. A minimum of two (2) inspection pipes per pile shall be used. Inspection pipes shall be placed to provide the maximum diameter circle that passes through the centers of the inspection pipes while maintaining the spacing required herein.
C. Inspection pipes shall be placed a minimum of three (3) inches clear of the vertical reinforcement. When the vertical reinforcement configuration does not permit this clearance while achieving radial location requirements, distance to vertical rebar shall be maximized while still maintaining the requirement for radial location.
D. Where the dimensions of the pile reinforcement do not permit inspection pipes to be placed per these requirements, a plan for tube placement shall be submitted to the Engineer for approval in the Pile Placement Plan with a request for deviation before fabricating pile reinforcement.

After placing concrete, inspection pipes shall be filled with water to prevent debonding of the pipe. Before requesting acceptance tests, each inspection pipe shall be tested by the Contractor in the presence of the Engineer by passing a 1-1/4-inch-diameter rigid cylinder 4.5 feet long through the length of pipe. If an inspection pipe fails to pass the 1-1/4-inch-diameter cylinder, the Contractor shall immediately fill all inspection pipes in the pile with water.

For each inspection pipe that does not pass the 1-1/4-inch-diameter cylinder, the Contractor shall core a nominal 2-inch diameter hole through the concrete for the entire length of the pile. Cored holes shall be located as close as possible to the inspection pipes they are replacing and shall be no more than five (5) inches clear from the reinforcement.

Coring shall not damage the pile reinforcement. Cored holes shall be made with a double wall core barrel system utilizing a split tube type inner barrel. Coring with a solid type inner barrel will not be allowed. Coring methods and equipment shall provide intact cores for the entire length of the pile. The coring operation shall be logged by an Engineering Geologist or Civil Engineer licensed in the State of California and experienced in core logging. Coring logs shall be in conformance with the Department's "Soil and Rock Logging, Classification, and Presentation Manual." Coring logs shall include Core Recovery (REC), Rock Quality Designation (RQD), locations of breaks, and complete descriptions of inclusions and voids encountered during coring, and shall be delivered to the Engineer upon completion. Concrete cores shall be preserved, identified with the exact location the core was recovered from within the pile, and delivered to the Engineer upon completion. The Engineer will evaluate the portion of the pile represented by the cored hole based on the submitted core logs.

Acceptance tests of the concrete will be made by the Engineer, without cost to the Contractor. Acceptance tests will evaluate the homogeneity of the placed concrete. Tests will include gamma-gamma logging conducted in conformance with California Test 233. The Contractor shall not conduct operations within 25 feet of the gamma-gamma logging operations. The Contractor shall separate reinforcing steel as necessary to allow the Engineer access to the inspection pipes to perform gamma-gamma logging or other acceptance testing. After requesting acceptance tests and providing access to the piles, the Contractor shall allow 15 days for the

Engineer to conduct these tests and make determination of acceptance.

If acceptance testing performed by the Engineer determines that a pile does not meet the requirements of the specifications and California Test 233, Part 5C, then that pile will be rejected and all depositing of concrete under slurry or concrete placed using temporary casing for the purpose of controlling groundwater shall be suspended until written changes to the methods of pile construction are approved in writing by the Engineer.

The Engineer will determine whether the rejected pile requires mitigation due to structural, geotechnical, or corrosion concerns. The Engineer will consider the estimated size and location of the anomaly and potential effects upon the design. The Engineer will provide the conclusions of this analysis to the Contractor for development of a mitigation plan, if required. The Contractor shall allow 30 days for the Engineer to determine whether the pile requires mitigation and provide information to the Contractor. Day 1 of the 30 days shall be the 1st day after access has been provided to the Engineer to perform acceptance testing. If the Contractor submits additional information to the Engineer that modifies the size, shape, or nature of the anomaly, the Contractor shall allow ten (10) additional days for the subsequent analysis.

The Engineer may elect to perform additional tests to further evaluate a rejected pile. These tests may include crosshole sonic logging and other means of inspection selected by the Engineer. The pile acceptance test report will indicate if the Department intends to perform any additional testing and when the testing will be performed. The Contractor shall allow the Department 20 additional days for a total of 50 days to perform these tests and to provide supplemental results. The Contractor may progress with the mitigation plan process without waiting for these supplemental results.

Inspection pipes and cored holes shall be dewatered and filled with grout after notification by the Engineer that the pile is acceptable. Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications. Inspection pipes and holes shall be filled using grout tubes that extend to the bottom of the pipe or hole or into the grout already placed.

If a rejected pile does not require mitigation, the Contractor may repair the pile per an approved mitigation plan or the Department will deduct the amount shown in the table for each anomaly up to the maximum total deduction:

Anomaly Location	Anomaly Deduction		
	$D < 4$ feet	$4 \leq D < 6$	$D \geq 6$
Entirely or partially within the upper 2/3 of the pile length	$1,000	$2,000	$4,000
Entirely within the lower 1/3 of the pile length	$500	$1,000	$2,000
Maximum total deduction	$2,000	$4,000	$8,000

Note:
D = Nominal pile diameter

The Department deducts the amount from any moneys due, or that may become due to the

Contractor under the Contract.

If the Engineer determines that a rejected pile requires mitigation, the Contractor shall submit to the Engineer for approval a mitigation plan for repair, supplementation, or replacement for each rejected CIDH concrete pile conforming to the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. If the Engineer determines that it is not feasible to repair the rejected pile, the Contractor shall not include repair as a means of mitigation and shall proceed with the submittal of a mitigation plan for replacement or supplementation of the rejected pile.

If the Engineer determines it is not feasible to use one of ADSC's standard mitigation plans to mitigate the pile, the Contractor shall schedule a meeting and meet with the Engineer before submitting a nonstandard mitigation plan. The meeting attendees shall include the Contractor's representatives and the Engineer's representatives involved in the pile mitigation. The purpose of the meeting is to discuss the type of pile mitigation that would be acceptable to the Department. The Contractor shall provide the meeting facility. The Engineer will conduct the meeting.

Pile mitigation plans shall include the following:

A. The designation and location of the pile addressed by the mitigation plan.
B. A review of the structural, geotechnical, and corrosion design requirements of the rejected pile.
C. A step by step description of the mitigation work to be performed, including drawings if necessary.
D. An assessment of how the proposed mitigation work will address the structural, geotechnical, and corrosion design requirements of the rejected pile.
E. Methods for preservation or restoration of existing earthen materials.
F. A list of affected facilities, if any, with methods and equipment for protection of these facilities during mitigation.
G. The State assigned contract number, bridge number, full name of the structure as shown on the contract plans, District-County-Route-Post Mile, and the Contractor's (and Subcontractor's if applicable) name on each sheet.
H. A list of materials, with quantity estimates, and personnel, with qualifications, to be used to perform the mitigation work.
I. The seal and signature of an engineer who is licensed as a Civil Engineer by the State of California. This requirement is waived for mitigation plans when either of the following conditions are present:

    1. The proposed mitigation will be performed in conformance with the most recent Department-published version of "ADSC Standard Mitigation Plan 'A' - Basic Repair" without exception or modification.
    2. The Engineer has determined that the rejected pile does not require mitigation due to structural, geotechnical, or corrosion concerns, and the Contractor elects to repair the pile using most recent Department-published version of "ADSC Standard Mitigation Plan 'B' - Grouting Repair" without exception or modification.

The most recent Department published version of the "ADSC Standard Mitigation Plan" is available at:

http://www.dot.ca.gov/hq/esc/geotech/ft/adscmitplan.htm

For rejected piles to be repaired, the Contractor shall submit a pile mitigation plan that contains the following additional information:

A. An assessment of the nature and size of the anomalies in the rejected pile.
B. Provisions for access for additional pile testing if required by the Engineer.

For rejected piles to be replaced or supplemented, the Contractor shall submit a pile mitigation plan that contains the following additional information:

A. The proposed location and size of additional piles.
B. Structural details and calculations for any modification to the structure to accommodate the replacement or supplemental piles.

All provisions for CIDH concrete piling shall apply to replacement piles.

The Contractor shall allow the Engineer 20 days to review the mitigation plan after a complete submittal has been received.

When repairs are performed, the Contractor shall submit a mitigation report to the Engineer within ten (10) days of completion of the repair. This report shall state exactly what repair work was performed and quantify the success of the repairs relative to the submitted mitigation plan. The mitigation report shall be stamped and signed by an engineer that is licensed as a Civil Engineer by the State of California. The mitigation report shall show the State assigned contract number, bridge number, full name of the structure as shown on the contract plans, District-County-Route-Post Mile, and the Contractor (and subcontractor if applicable) name on each sheet. The Engineer will be the sole judge as to whether a mitigation proposal is acceptable, the mitigation efforts are successful, and to whether additional repairs, removal and replacement, or construction of a supplemental foundation is required.

STEEL SHEET PILING

Steel sheet piling shown on the plans shall remain in place at the completion of all contract work, shall become the property of the County, and shall conform to these special provisions.

Piling shall be interlocking steel sheet piling conforming to the requirements in ASTM Designation: A 572 Grade 50 or 60, A 588 or A 690. The minimum section modulus per linear foot of wall shall be the section modulus shown on the plans. Used sheet piling may be installed provided the piling is in good condition and no alterations have been made to reduce the section modulus. Interlocks shall be straight, true, have no gouges, and have no kinks.

Piling shall be furnished in lengths that are measured from the specified tip elevation to the cut off elevation as shown on the plans or as permitted in writing by the Engineer. Splices in steel sheet piling shall be full penetration welds conforming to the requirements in AWS D1.1.

Damaged sheet piling shall be replaced at the Contractor's expense.

Steel sheet piling shall be driven to the tip elevation as shown on the plans, unless otherwise permitted in writing by the Engineer. Piling shall be driven to the position and line indicated on the plans. Piling materially out of line will be rejected and shall be removed and redriven or replaced. Predrilling may be required.

The area of sheet piling to be paid for shall be measured as the projected area on a vertical surface along the layout line and measured from the tip elevation to the cut off elevation.

The contract price paid per square foot for steel sheet piling shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and driving the steel sheet piling, complete in place, to the tip elevation as shown on the plans, and as specified herein.

MEASUREMENT AND PAYMENT (PILING)

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

Payment for cast-in-place concrete piling shall conform to the provisions in Section 49-6.02, "Payment," of the Standard Specifications and these special provisions except that when the diameter of cast-in-place concrete piling is shown on the plans as 24 inches or larger, reinforcement in the piling will be paid for by the pound as bar reinforcing steel (bridge).

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in drilling or coring holes, disposing of the material resulting from drilling or coring holes, furnishing and placing concrete, slurry, depositing concrete under slurry, test batches, inspection pipes, filling inspection holes and pipes with grout, drilling oversized cast-in-drilled-hole concrete piling, filling cave-ins and oversized piles with concrete, and redrilling through concrete shall be considered as included in the contract prices paid per linear foot for cast-in-drilled-hole concrete piling of the types and sizes listed in the Engineer's Estimate, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.22 PRESTRESSING CONCRETE

Prestressing concrete shall conform to the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications and these special provisions.

The number of working drawings to be submitted for initial review shall be six (6) sets.

10-1.23 CONCRETE STRUCTURES

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

GENERAL

The Contractor will be responsible for setting deck elevation control points to establish grade and cross section of the concrete deck surface.
The Contractor will be responsible for testing the smoothness of all completed roadway surfaces of structures and approach pavement.

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

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

When a roughened concrete surface is shown on the plans, the existing concrete surface shall be roughened to a full amplitude of approximately 1/4 inch by abrasive blasting, water blasting, or mechanical equipment.

CONCRETE

Concrete for composite concrete deck must contain not less than 675 pounds of cementitious material per cubic yard and must conform to "Rapid Strength Concrete for Structures" of these special provisions.

Concrete for abutment back walls must conform to "Rapid Strength Concrete for Structures" of these special provisions or temporary road cover plates conforming to "Temporary Road Cover Plates" of these special provisions, must be installed across the backwall such that the backwall is not loaded by traffic for not less than 5 days.

ELASTOMERIC BEARING PADS

Elastomeric bearing pads shall conform to the provisions in Section 51-1.12H, "Elastomeric Bearing Pads," of the Standard Specifications.

MEASUREMENT AND PAYMENT

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

Full compensation for roughening existing concrete surfaces to a full amplitude of approximately 1/4 inch, where shown on the plans, shall be considered as included in the contract price paid per cubic yard for structural concrete, bridge and no separate payment will be made therefor.

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

10-1.24 PRECAST PRESTRESSED CONCRETE SLABS

Precast prestressed concrete slabs shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Forms for providing the circular voids in the slabs shall be watertight and shall be constructed of an approved material that will resist breakage or deformation during the placement of the concrete and will not materially increase the dead load of the span. The forms shall be properly supported and tied and shall remain in correct position at all times during the placement of the

concrete.

Except where otherwise shown on the plans, the top surface of the slab shall be given a coarse texture by brooming with a stiff bristled broom or by other suitable devices which will result in uniform transverse scoring, in advance of curing operations. The requirements of the seventh paragraph of Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications shall not apply.

When slab spans with concrete deck are shown on the plans, the top surfaces shall be cleaned as specified for construction joints in Section 51-1.13, "Bonding," of the Standard Specifications.

After the concrete slabs are in final position, the anchor dowel holes shall be filled with mortar.

Keyways shall be filled with Class 2 concrete produced from aggregate with a 3/8-inch, maximum grading. The penetration of the concrete shall be near the lower limit of the specified nominal penetration. Keyways shall be mortar-tight before placing concrete. The concrete shall be thoroughly consolidated.

No equipment or other loads will be allowed on spans until at least 72 hours after the last mortar has been placed in the anchor dowel holes or the last concrete has been placed in the keyways.

PRECAST PRESTRESSED CONCRETE SLAB (TYPE SI).

Precast prestressed concrete slabs will be measured by the square foot for furnish precast prestressed concrete slab of the various types shown on the plans and by the unit for erect precast prestressed concrete deck as shown on the plans. The pay quantities for furnishing the slabs will be computed on the basis of the width and length of individual slabs as shown on the plans. No measurement or payment will be made for any portion of the superstructure in excess of the width shown on the plans.

The contract price paid per square foot for furnish precast prestressed concrete slab of the type shown on the plans shall include full compensation for furnishing all labor, materials (including reinforcing and prestressing steel), tools, equipment, and incidentals, and for doing all the work involved in constructing and furnishing precast prestressed concrete slabs at the site of the work, complete and ready for erection, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing and placing mortar in holes and concrete in keyways shall be considered as included in the contract price paid per square foot for the type of precast prestressed concrete slab involved and no additional compensation will be allowed therefor.

10-1.25 CORE CONCRETE

Coring concrete shall consist of coring holes through reinforced concrete bridge members as shown on the plans and in conformance with these special provisions.
The holes shall be cored by methods that will not shatter or damage the concrete adjacent to the holes.

Water for core drilling operations shall be from the local domestic water supply or shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per

million of sulfates as SO_4, nor shall the water contain any impurities in a sufficient amount that would cause discoloration of the concrete or produce etching of the surface.

Water from core drilling operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into gutters, waterways or other drainage facilities.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in coring the holes, including control of water from core drilling and repairing any damaged reinforcement, shall be considered as included in the contract price per cubic yard for structural concrete, bridge, and no separate compensation will be made therefore.

10-1.26 SEALING JOINTS

Joints in concrete bridge decks and joints between concrete structures and concrete approach slabs must 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.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans must 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.

10-1.27 REINFORCEMENT

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

The Contractor shall submit to the Engineer for approval, in accordance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, bar reinforcing steel shop drawings. Working drawings shall be submitted sufficiently in advance of the start of the affected work to allow time for review by the Engineer and correction by the Contractor of the drawings without delaying the work. The time to be provided for the Engineer's review of each submittal of working drawings is four (4) weeks.

The provisions in "Welding Quality Control" of these special provisions do not apply to resistance butt welding.

MEASUREMENT AND PAYMENT

Measurement and payment for reinforcement in structures shall conform to the provisions in Section 52-1.10, "Measurement," and Section 52-1.11, "Payment," of the Standard Specifications.

10-1.28 ROADSIDE SIGNS

Roadside signs shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

The Contractor shall furnish roadside sign panels in conformance with the provisions in "Furnish Sign" of these special provisions.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications and AWPA Use Category System: UC4A, Commodity Specification A or B.

10-1.29 FURNISH SIGN

Signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

QUALITY CONTROL FOR SIGNS

The requirements of "Quality Control for Signs" in this section shall not apply to construction area signs.

No later than 14 days before sign fabrication, the Contractor shall submit a written copy of the quality control plan for signs to the Engineer for review. The Engineer will have 10 days to review the quality control plan. Sign fabrication shall not begin until the Engineer approves the Contractor's quality control plan in writing. The Contractor shall submit to the Engineer at least 3 copies of the approved quality control plan. The quality control plan shall include, but not be limited to the following requirements:

A. Identification of the party responsible for quality control of signs,
B. Basis of acceptance for incoming raw materials at the fabrication facility,
C. Type, method and frequency of quality control testing at the fabrication facility,
D. List (by manufacturer and product name) of process colors, protective overlay film, retroreflective sheeting and black non-reflective film,
E. Recommended cleaning procedure for each product, and
F. Method of packaging, transport and storage for signs.

No legend shall be installed at the project site. Legend shall include letters, numerals, tildes, bars, arrows, route shields, symbols, logos, borders, artwork, and miscellaneous characters. The style, font, size, and spacing of the legend shall conform to the Standard Alphabets published in the FHWA Standard Highway Signs Book. The legend shall be oriented in the same direction in accordance with the manufacturer's orientation marks found on the retroreflective sheeting. On multiple panel signs, legend shall be placed across joints without affecting the size, shape, spacing, and appearance of the legend. Background and legend shall be wrapped around interior edges of formed panel signs as shown on plans to prevent delamination.

The following notation shall be placed on the lower right side of the back of each sign where the notation will not be blocked by the sign post or frame:

A. PROPERTY OF MONTEREY COUNTY,
B. Name of the sign manufacturer,
C. Month and year of fabrication,
D. Type of retroreflective sheeting, and
E. Manufacturer's identification and lot number of retroreflective sheeting.

The above notation shall be applied directly to the aluminum sign panels in 1/4-inch upper case letters and numerals by die-stamp and applied by similar method to the fiberglass reinforced plastic signs. Painting, screening, or engraving the notation will not be allowed. The notation shall be applied without damaging the finish of the sign.

Signs with a protective overlay film shall be marked with a dot of 3/8 inch in diameter. The dot placed on white border shall be black, while the dot placed on black border shall be white. The dot shall be placed on the lower border of the sign before application of the protective overlay film and shall not be placed over the legend and bolt holes. The application method and exact location of the dot shall be determined by the manufacturer of the signs.

For sign panels that have a minor dimension of 48 inches or less, no splice will be allowed in the retroreflective sheet except for the splice produced during the manufacturing of the retroreflective sheeting. For sign panels that have a minor dimension greater than 48 inches, only one horizontal splice will be allowed in the retroreflective sheeting.

Unless specified by the manufacturer of the retroreflective sheeting, splices in retroreflective sheeting shall overlap by a minimum of one inch. Splices shall not be placed within 2 inches from edges of the panels. Except at the horizontal borders, the splices shall overlap in the direction from top to bottom of the sign to prevent moisture penetration. The retroreflective sheeting at the overlap shall not exhibit a color difference under the incident and reflected light.

Signs exhibiting a significant color difference between daytime and nighttime shall be replaced immediately.

Repairing sign panels will not be allowed except when approved by the Engineer.

The Department will inspect signs at the Contractor's facility and delivery location, and in accordance with Section 6, "Control of Materials," of the Standard Specifications. The Engineer

will inspect signs for damage and defects before and after installation.

Regardless of kind, size, type, or whether delivered by the Contractor or by a common carrier, signs shall be protected by thorough wrapping, tarping, or other methods to ensure that signs are not damaged by weather conditions and during transit. Signs shall be dry during transit and shipped on palettes, in crates, or tier racks. Padding and protective materials shall be placed between signs as appropriate. Finished sign panels shall be transported and stored by method that protects the face of signs from damage. The Contractor shall replace wet, damaged, and defective signs.

Signs shall be stored in dry environment at all times. Signs shall not rest directly on the ground or become wet during storage. Signs, whether stored indoor or outdoor, shall be free standing. In areas of high heat and humidity signs shall be stored in enclosed climate-controlled trailers or containers. Signs shall be stored indoor if duration of the storage will exceed 30 days.

Screen processed signs shall be protected, transported and stored as recommended by the manufacturer of the retroreflective sheeting.

When requested, the Contractor shall provide the Engineer test samples of signs and materials used at various stages of production. Sign samples shall be 12" x 12" in size with applied background, letter or numeral, and border strip.

The Contractor shall assume the costs and responsibilities resulting from the use of patented materials, equipment, devices, and processes for the Contractor's work.

SHEET ALUMINUM

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B 209.

The Contractor shall furnish the Engineer a Certificate of Compliance in conformance with Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the sheet aluminum.

Sheet aluminum shall be pretreated in accordance to ASTM Designation: B 449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a weight between 10 milligrams per square foot and 35 milligrams per square foot, and an average weight of 25 milligrams per square foot. Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants.

Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

Base plate for standard route marker shall be die cut.

RETROREFLECTIVE SHEETING

The Contractor shall furnish retroreflective sheeting for sign background and legend in

conformance with ASTM Designation: D 4956 and "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Retroreflective sheeting shall be applied to sign panels as recommended by the retroreflective sheeting manufacturer without stretching, tearing, and damage.

Class 1, 3, or 4 adhesive backing shall be used for Type II, III, IV, VII, VIII, and IX retroreflective sheeting. Class 2 adhesive backing may also be used for Type II retroreflective sheeting. The adhesive backing shall be pressure sensitive and fungus resistant.

When the color of the retroreflective sheeting determined from instrumental testing is in dispute, the Engineer's visual test will govern.

PROCESS COLOR AND FILM

The Contractor shall furnish and apply screened process color, non-reflective opaque black film, and protective overlay film of the type, kind, and product that are approved by the manufacturer of the retroreflective sheeting.

The Contractor shall furnish the Engineer a Certificate of Compliance in accordance to Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the screened process color, non-reflective opaque black film, and protective overlay film.

The surface of the screened process color shall be flat and smooth. When the screened process colors determined from the instrumental testing in accordance to ASTM Designation: D 4956 are in dispute, the Engineer's visual test will govern.

The Contractor shall provide patterns, layouts, and set-ups necessary for the screened process.

The Contractor may use green, red, blue, and brown reverse-screened process colors for background and non-reflective opaque black film or black screened process color for legend. The coefficient of retroreflection for reverse-screened process colors on white retroreflective sheeting shall not be less than Seventy Percent (70%) of the coefficient of retroreflection specified in ASTM Designation: D 4956.

The screened process colors and non-reflective opaque black film shall have the same outdoor weatherability as that of the retroreflective sheeting.

After curing, screened process colors shall withstand removal when tested by applying 3M Company Scotch Brand Cellophane Tape No. 600 or equivalent tape over the color and removing with one quick motion at 90° angle.

MEASUREMENT AND PAYMENT

Furnishing signs (except for construction area signs) will be measured by the square foot and the quantity to be paid for will be the total area, in square feet, of the sign panel types installed in place.

The contract price paid per square foot for furnish sign of the types specified 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 fabricating and furnishing the signs, including removable sign panel frame and fastening hardware, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing and installing protective overlay on signs shall be considered as included in the contract price paid per square foot for furnish sign of the various types and no separate payment will be made therefor.

10-1.30 SLOPE PROTECTION

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric must be Class 8.

10-1.31 TYPE BW AND TYPE WM FENCE

Type BW and Type WM fence shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

The fence material shall be fastened to metal posts.

10-1.32 SPLIT RAIL GATE

The split rail wood gate shall be constructed at the locations and with the details shown on the plans and as directed by the Engineer. Material for the split rail gate shall be split or rough cut red cedar. The installation of the gate may require the removal or cutting of large rock boulder to install the gate to the dimensions specified on the plans

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in constructing the split rail gate including removal of the rock boulder, new posts, footings, hardware and braces shall be considered as included in the contract unit price paid for split rail gate and no additional compensation will be allowed therefor.

10-1.33 MONUMENTS

Survey monuments shall be constructed in conformance with the provisions in Section 81, "Monuments," of the Standard Specifications and these special provisions.

Concrete shall be Class 3 or minor concrete at the option of the Contractor.

The cast steel and gray cast iron frames and covers, including hardware, shall conform to the provisions in Section 55-2, "Materials," of the Standard Specifications.

10-1.34 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

10-1.35 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Line posts shall be wood, steel, or plastic. Blocks shall be wood or plastic.

ALTERNATIVE IN-LINE TERMINAL SYSTEM

Alternative in-line terminal system shall be furnished and installed as shown on the plans and in conformance with these special provisions.

The allowable alternatives for an in-line terminal system shall consist of one of the following or a Department approved equal.

A. TERMINAL SYSTEM (TYPE SKT) - Terminal system (Type SKT) shall be a SKT 350 Sequential Kinking Terminal manufactured by Road Systems, Inc., located in Big Spring, Texas, and shall include items detailed for terminal system (Type SKT) shown on the plans. The SKT 350 Sequential Kinking Terminal can be obtained from the distributor, Universal Industrial Sales, P.O. Box 699, Pleasant Grove, UT 84062, telephone (801) 785-0505 or from the distributor, Gregory Highway Products, 4100 13th Street, S.W., Canton, OH 44708, telephone (330) 477-4800.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems furnished 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.

Terminal systems shall be installed in conformance with the manufacturer's installation instructions and these requirements. Each terminal system installed shall be identified by painting the type of terminal system in neat black letters and figures two (2) inches high on the backside of the rail element between system posts numbers 4 and 5.

For terminal system (Type SKT) the soil tubes shall be, at the Contractor's option, driven with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately four (4) inches thick and each layer shall be moistened and thoroughly compacted. Wood 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 149° F or less. The edges of the wood posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

The contract unit price paid for alternative in-line terminal system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing alternative in-line terminal system, complete in

place, including excavation, backfill and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.36 QUADGUARD CRASH CUSHION

QuadGuard crash cushion must be installed where shown.

QuadGuard crash cushion and additional components must comply with the manufacturers requirements for QuadGuard II System Model No. QG24024 or County approved equivalent. The successful bidder can obtain from the following distributors the QuadGuard crash cushion manufactured by Energy Absorption Systems, Inc. at 35 East Wacker Drive, Suite 1100, Chicago, IL 60601-2076:

1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (916) 387–9733, FAX (916) 387–9734
2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (714) 526–9500, FAX (714) 526–9561

Install the crash cushion under the manufacturer's instructions.

Concrete anchorage devices used for attaching the crash cushion to the base slab must be limited to those that have been provided by the manufacturer.

The concrete anchor slab must comply with Sections 51, "Concrete Structures," and 52, "Reinforcement," of the Standard Specifications.

The concrete anchor slab must be constructed of concrete containing not less than 590 pounds of cementitious material per cubic yard.

Submit a copy of the manufacturer's plan and parts list, for each model installed, as an informational submittal.

Submit a certificate of compliance for each model of QuadGuard crash cushion.

Payment for structure excavation, structure backfill, and concrete anchor slab with bar reinforcing steel is included in the payment for QuadGuard System.

10-1.37 CONCRETE BARRIER

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

10-1.38 CRASH CUSHION, SAND FILLED

Sand filled crash cushions shall be furnished and installed as shown on the plans and in conformance with these special provisions.

A sand filled crash cushion shall consist of a grouping of sand filled modules.

Crash cushions shall be installed at the locations shown in the plans.

At the Contractor's option, modules for use in sand filled crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TrafFix Sand Barrels manufactured after March 31, 1997, or equal:

1. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:

    1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
    1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501

2. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205

    2.1. Northern California: United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
    2.2. Southern California: Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786

Modules contained in the crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color as furnished by the vendor, with black lids. The exterior components of the modules shall be formulated or processed to resist deterioration from ambient ultraviolet rays. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the crash cushions comply with the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water, as determined by California Test 226.

Modules placed on bridge decks shall be provided with positioning blocks fastened to the deck surface. Positioning blocks shall be shaped as segments of a ring and placed along the inner or outer periphery of the module wall. A minimum of two (2) blocks, a minimum of one-sixth of a ring in length shall be provided for each module. Positioning blocks and fasteners shall be of a material that is corrosion and water resistant.

Module cylinders shall be filled with sand in conformance with the manufacturer's directions and to the sand capacity in pounds for each module shown on the plans.

Lids shall be securely attached as recommended by the manufacturer.

A Type R or Type P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods approved by the Engineer.

10-1.39 THERMOPLASTIC TRAFFIC STRIPE

Thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

For each batch of thermoplastic material for traffic stripes, the Contractor shall submit to the Engineer:

1. Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications
2. Department's Materials Engineering and Testing Services notification letter stating that the material is approved for use
3. Material Safety Data Sheet

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Within 14 days of applying a thermoplastic traffic stripe, the retroreflectivity of the traffic stripe or pavement marking shall be a minimum of 250 millicandelas per square meter per lux for white, and 150 millicandelas per square meter per lux for yellow. The Contractor shall test the retroreflectivity under ASTM E 1710.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material for traffic stripes shall be applied at a minimum rate of 0.20-lb/ft. The minimum application rate is based on a solid stripe of four (4) inches in width.

Thermoplastic traffic stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes, the tape will be measured and paid for by the linear foot as thermoplastic traffic.

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 2201

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and _____, hereinafter called the "Contractor," WITNESSETH:

1. THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

PEACH TREE ROAD BRIDGE NO. 412
PROJECT NO. 2201
State Project No: 05-142284L
Federal Aid Project No: STPLZ-5944(041)

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

(a) The Standard Specifications, dated May 2006, and the Standard Plans, dated May 2006, including issued revision through October 19, 2012, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

PEACH TREE ROAD BRIDGE (REPLACEMENT) AT PANCHO RICO CREEK
State Project No: 05-142284L
Federal Aid Project No: STPLZ-5944(041)

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds require

(f) Federal Wage Rates

(g) Certificate of Insurance

(h) Form FHWA-1273

(i) The accepted bid/proposal including the following:

(1) List of Subcontractors
(2) Equal Employment Opportunity Certification
(3) Public Contract Code
Section 10285.1 Statement
Section 10162 Questionnaire
Section 10232 Statement
(4) Noncollusion Declaration
(5) Debarment and Suspension Certification
(6) NonLobbying Certification For Federal-Aid Contracts
(7) Disclosure of Lobbying Activities
(8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
(9) Statement Concerning Employment Of Undocumented Aliens
(10) Contractor's Certificate As To Worker's Compensation
(11) List of Satisfied Public Agencies
(12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
(14) Exhibit 15-H DBE Information-Good Faith Efforts
(15) Bidder's Bond

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

PEACH TREE ROAD BRIDGE NO. 412
PROJECT NO. 2201
State Project No: 05-142284l
Federal Aid Project No: STPLZ-5944(041)

Item No.	Item Code	F,S	Description	Unit	Quantity	Unit cost	Amount
1	066105		RESIDENT ENGINEER'S OFFICE	LS	1		
2	070012		PROGRESS SCHEDULE (CRITICAL PATH	LS	1		
3	070416		CONSTRUCTION SITE MANAGEMENT	LS	1		
4	070417		PREPARE WATER POLLUTION CONTROL PLAN	LS	1		
5	071325		TEMPORARY FENCE (TYPE ESA)	LF	940		
6	074029		TEMPORARY SILT FENCE	LF	940		
7	120100		TRAFFIC CONTROL SYSTEM	LS	1		
8	120090		CONSTRUCTION AREA SIGN	LS	1		
9	1291000		TEMPORARY CRASH CUSHIONS MODULE	EA	11		
10	1291XX		TEMPORARY CRASH CUSHION (TYPE ABSORB 350)	EA	3		
11	14XXXX		BIOLOGICAL MONITORING	EA	1		
12	150605		REMOVE FENCE	LF	160		
13	150620		REMOVE GATE	EA	1		
14	157550		BRIDGE REMOVAL	LS	1		
15	160101		CLEARING AND GRUBBING	LS	1		
16	190101		ROADWAY EXCAVATION	CY	40		
17	190110		LEAD COMPLIANCE PLAN	LS	1		
18	190185		SHOULDER BACKING	TON	40		
19	192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	120		
20	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	50		
21	198001		IMPORTED BORROW	CY	400		

Item No.	Item Code	F,S	Description	Unit	Quantity	Unit cost	Amount
22	260201		CLASS 2 AGGREGATE BASE	CY	110		
23	390132		HOT MIX ASPHALT (TYPE A)	TON	150		
24	490603	S	24" CAST-IN-DRILLED HOLE CONCRETE	LF	380		
25	490801		STEEL SHEET PILING	SQ FT	810		
26	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	58		
27	510072		STRUCTURAL CONCRETE, BARRIER	CY	19		
28	511123		CONCRETE (RAPID SETTING)	CY	37		
29	512350	F S	FURNISH PRECAST PRESTRESSED CONCRETE SLAB	SQ FT	1,980		
30	512510	S	ERECT PRECAST PRESTRESSED CONCRETE DECK UNIT	EA	6		
31	519088	S	JOINT SEAL (MR 1/2")	LF	66		
32	520102	F S	BAR REINFORCING STEEL (BRIDGE)	LB	28,700		
33	566011		ROADSIDE SIGN - ONE POST	EA	4		
34	720121		ROCK SLOPE PROTECTION (1/2 TON, METHOD A)	CY	620		
35	721028		ROCK SLOPE PROTECTION (No.2, METHOD B)	CY	240		
36	729010		ROCK SLOPE PROTECTION FABRIC	SQ YD	570		
37	800007		FENCE (TYPE BW,5-STRAND, METAL POST)	LF	120		
38	801361A		SPLIT RAIL GATE	EA	1		
39	810110		SURVEY MONUMENT	EA	2		
40	820132		OBJECT MARKER (TYPE L)	EA	3		
41	820134		OBJECT MARKER (TYPE P)	EA	10		

Item No.	Item Code	F,S	Description	Unit	Quantity	Unit cost	Amount
42	832003		METAL BEAM GUARD RAILING (WOOD POST)	LF	130		
43	839541		TRANSITION RAILING (TYPE WB)	EA	3		
44	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2		
45	839585A		QUADGUARD SYSTEM	EA	1		
46	839717	F	CONCRETE BARRIER (TYPE 732 MODIFIED)	LF	200		
47	840501		THERMOPLASTIC TRAFFIC STRIPE	LF	700		
48	999990		MOBILIZATION (10%)	LS	1		
TOTAL BID							

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

(Name of Company)

By: _____
Signature of Chair, President, or Vice-President

By: _____
Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

_____
Printed Name and Title

_____
Printed Name and Title

Date: _____

Date: _____

COUNTY OF MONTEREY:

APPROVE AS TO FISCAL TERMS

By: _____

Name: Benny J. Young
Title: RMA Interim Director of Public Works & Facilites

Dated: _____

By: _____

Name: Gary Giboney
Title: Chief Deputy Auditor-Controller

Date: _____

APPROVE AS TO FORM

By: _____

Name: Mary Grace Perry
Title: Deputy County Counsel

Date: _____

APPROVE AS TO INDEMNITY/ INSURANCE LANGUAGE

By: _____

Name: Steven F. Mauck
Title: Risk Manager

Date: _____

***INSTRUCTIONS**: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

COUNTY OF MONTEREY

PAYMENT BOND
(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a contract for the following project:

PEACH TREE ROAD BRIDGE NO. 412
PROJECT NO. 2201
State Project No: 05-142284L
Federal Aid Project No: STPLZ-5944(041)

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we_____, as Principal, and _____ _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars ($, , .) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney’s fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this_____day of_____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By _____

Name and Title _____

(Corporate Seal)

_____
Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, _____ as Contractor, a contract for the following project:

PEACH TREE ROAD BRIDGE NO. 412
PROJECT NO. 2201
State Project No: 05-142284L
Federal Aid Project No: STPLZ-5944(041)

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we_____, as Principal, and _____ _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of _____ Dollars ($, , .), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

(1) Complete the contract in accordance with its terms or conditions, or
(2) Obtain a bid or bids for submission to County of Monterey for completing the contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder,

arrange for a contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this_____day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By _____

Name and Title _____

(Corporate Seal)

_____
Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

APPENDIX II – EXHIBITS AND FORMS

EXHIBIT 17-O DISADVANTAGE BUSINESS ENTERPRISE (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGE BUSINESS ENTERPRISES (DBE) FIRST-TIER SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT $	

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS NON-DBE	CONTRACT PAYMENTS DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $			TOTAL	$	$		

DBE

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction; **Copy**- Business Enterprise Program; **Copy**- Contractor; **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure; **Copy**- District Local Assistance Engineer; **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

OMB NO. 2125-0019

Local Agency Contract No.

Report For JULY ____ 200_

1. CHECK APPROPRIATE BLOCK	2. NAME AND ADDRESS OF FIRM	3. FEDERAL-AID PROJECT NUMBER	4. TYPE OF CONSTRUCTION
Contractor Subcontractor			

5. COUNTY AND STATE	6. PERCENT COMPLETE	7. BEGINNING CONSTR. DATE	8. DOLLAR AMOUNT OF CONTRACT	9. ESTIMATED PEAK EMPLOYMENT	
				Month and Year (a)	Number of Employees (b)

10. EMPLOYMENT DATA

Table A — **Table B**

JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic Origin		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (Managers)																		
SUPERVISORS																		
FOREMEN/WOMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		

Table C

APPRENTICES																		
ON THE JOB TRAINEES																		

11. PREPARED BY: (Signature and Title of Contractor's Representative) DATE

12. REVIEWED BY: (Signature and Title of Local Agency Official) DATE

Distribution: Prepared by the contractor and subcontractors and sent to the local agency (1) Original - Local agency project files (2) Copy - Caltrans District Local Assistance Engineer

Form FHWA-1391 (Rev. 3-92 **Electronic** PREVIOUS EDITION ARE OBSELETE

LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR COMPLETING FHWA 1391 FORM

The FHWA-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid Contract. The "Job Categories" column is used to identify work classification. When identifying work classification use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

WHO MUST REPORT:

Each prime contractor and subcontractor, regardless of tier, who has a Federal-aid Contract exceeding $10,000.

REPORT DATA:

Each contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write "Not Applicable" across the form, sign, date and return.

DUE DATE:

Due on or before the 15th of August.

DEFINITION OF TERMS:

OFFICIALS (Managers): Officers, project engineers, superintendents, etc., who have management level responsibility and authority.

SUPERVISORS: All levels of project supervision, if any, between management and foremen levels.

FOREMEN/WOMEN: Men and women in direct charge of crafts workers and laborers performing work on the project.

MECHANICS: Equipment service and maintenance personnel.

LABORERS, SEMI-SKILLED: All laborers classified by specialized type of work.

LABORERS, UNSKILLED: All Non-classified laborers.

OTHERS: Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

BLOCK ENTRIES

(1) CHECK APPROPRIATE BLOCK – Check only one box.

(2) NAME AND ADDRESS OF FIRM – Enter the firm's name, street address, city, town, state and zip code. Do not abbreviate.

(3) FEDERAL-AID PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime contractor).

(4) TYPE OF CONSTRUCTION – Enter type of work associated with the contract number. (If you are a subcontractor and do not know the type of construction, contact the prime contractor).

(5) COUNTY AND STATE – Enter all county(ies) and state(s) associated with the contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime contractor).

(6) PERCENT COMPLETE – Enter percentage completed, based on the dollar amount of the contract completed.

(7) BEGINNING CONSTR. DATE – Enter date construction began.

(8) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of contract, including amended amounts.

(9) ESTIMATED PEAK EMPLOYMENT –

(a) Month and Year – Enter month and year of peak employment during the life cycle of the contract.
(b) Number of Employees – Enter number of employees, based on the peak employment during the life of the contract.

(10) EMPLOYMENT DATA –
(Table A) – Enter number of employee(s) based on race, gender and job category during the reporting period.
(Table B) – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.
(Table C) – Enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.

(11) PREPARED BY – Signature and Title of Contractor's Representative certifying the reported data to be true.

(12) REVIEWED BY – Signature and Title of Local Agency Official reviewing data.

Note: Include contract number in the block located at the top of the form.

Distribution: Prepared by the contractor and subcontractors and sent to the local agency. (1) Original – Local agency project files (2) Copy – Caltrans Local Assistance District Engineer

FORM FHWA-1022

U.S. Department
of Transportation
Federal Highway Administration

NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of 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 the cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of 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 a material fact in any statement, certificate, or report submitted pursuant to the provisions of the Federal-Aid Road Act approved July 11, 1916 (39 Stat. 355), as amended and supplemented,

Shall be fined under this title or imprisoned not more than five years, or both."

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

(Federal-aid projects only) State Highway Department	*(Both Federal and Federal-aid projects)* Federal Highway Division Administrator
Enter name and address of State Highway Department.	Enter name and address of Federal Highway Division Administrator.

(Both Federal and Federal-aid projects)

Department of Transportation
Office of Inspector General
Toll Free Hotline
1-800-424-9071

Form FHWA-1022 (Rev. 11-11)

APPENDIX III – PERMITS

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE

INCIDENTAL TAKE PERMIT (ITP)

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE

STREAMBED ALTERATION AGREEMENT

CALIFORNIA WATER BOARDS
CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD

WATER QUALITY CERTIFICATION

U.S. ARMY

CORPS OF ENGINEERS PERMIT