

SPECIFICATIONS

CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

NINTH STREET TO CEDAR AVENUE

FEDERAL PROJECT NUMBER: ATPL-5942(259)

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER 16-02-C

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Contract Number 16-02-C

PROJECT: CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

CONTRACT NUMBER: 16-02-C

Adopted by the Fresno County Board of Supervisors, June 21, 2016

Ernest Buddy Mendes, Chairman
Brian Pacheco, Vice Chairman
Andreas Borgeas
Henry R. Perea
Deborah A. Poochigian

4th District
1st District
2nd District
3rd District
5th District

Jean Rousseau, County Administrative Officer

Steven E. White, Director
Department of Public Works and Planning



Date Signed: 8/4/16

Design Engineer: _____

FRESNO COUNTY
Department of Public Works and Planning
m/a 2220 Tulare Street, Suite 720
Fresno, CA 93721-2106

Mohammad Alimi PE C67156
License Expiration: 9/30/16

BOARD OF SUPERVISORS COUNTY OF FRESNO STATE OF CALIFORNIA

NOTICE TO BIDDERS

Sealed proposals will be received at the Fresno County Department of Public Works and Planning (Department), Office of the Design Engineer, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721 until

**2:00 P.M., (1400 hours and 00 seconds)
Thursday, September 1, 2016**

at which time the bidding will be closed. Promptly following the closing of the bidding all timely submitted bids will be publicly opened and read at the Department in said building, for construction in accordance with the project specifications therefor, to which special reference is made as follows:

CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

NINTH STREET TO CEDAR AVENUE

FEDERAL PROJECT NUMBER: ATPL-5942(259)

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The work to be done consists, in general, of constructing new and retrofitting/replacing existing curb ramps, sidewalks, driveway approaches and alley approaches at various locations on Grove Avenue, Jensen Avenue, Ninth Avenue, Tenth Avenue and Cedar Avenue, within the community of Calwa.

The work also includes pavement reconstruction with minor Hot Mix Asphalt.

The County of Fresno affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders are advised that, as required by federal law, Disadvantaged Business Enterprise (DBE) requirements are included in Section 2, "Bidding," under subsection 2-1.12 "Disadvantaged Business Enterprises".

The DBE Contract Goal is 4%.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act Of 1982 as amended by the Intermodal Surface Transportation Efficiency Act Of 1991.

This project is subject to the Cargo Preference Act and implementing regulations (46 CFR Part 381) to the Federal Highway Program.

Planholder and exchange/publication names may be obtained from the Fresno County website at <http://www.co.fresno.ca.us/planholders>.

Electronic copies, in ".pdf" file format, of the official project specifications, and such additional supplemental project information as may be provided, are available to view, download, and print at <http://www.co.fresno.ca.us/planholders>.

Bid books, which contain bid proposal sheets necessary to submit a bid, may be obtained at no charge by sending a request to DesignServices@co.fresno.ca.us. Upon receipt of the request, a bid book will be mailed to the requestor via First Class United States Mail and the requestor will then be listed as a planholder for the project.

Project specifications will not be sold to prospective bidders in hardcopy format except upon special written request to DesignServices@co.fresno.ca.us. A payment to the Department in the amount of \$30 will be required for each set of specifications.

A Summary of Bids and a list of subcontractors for the apparent low bidder will be posted at the above listed website, generally within 24 hours of the Bid Opening.

All questions regarding this project shall be in writing and shall be received by the Department of Public Works and Planning, Design Division, no later than 2:00 P.M. on the seventh (7th) calendar day before bid opening. Any questions received after this deadline will not receive a response unless the Department of Public Works and Planning elects to issue an addendum to revise the bid opening date. In the event that the bid opening date is revised, the deadline for questions will be extended to no later than 2:00 P.M. on the seventh (7th) calendar day before the revised bid opening date. Questions shall be submitted on the "CONTRACTOR REQUEST FOR CLARIFICATION" form provided in the "Project Details" section of these project specifications. Fax questions to (559) 455-4609; e-mail to DesignServices@co.fresno.ca.us or mail to:

County of Fresno
Department of Public Works and Planning
2220 Tulare Street, Sixth Floor
Fresno, Ca. 93721-2104

Any changes to, or clarification of, the project specifications shall be in the form of a written addendum issued to planholders of record. Questions that prompt a change or clarification shall be included in the addendum with the subsequent answer.

Any oral explanation or interpretations given to this project are not binding.

Bids shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. Bid security shall be made in favor of the County of Fresno.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class A (General Engineering)** or **Class C-8 (Concrete)**, is required for this project.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Fresno, Department of Public Works and Planning,

2220 Tulare Street, Sixth Floor, Fresno CA 93721-2104 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA160029, Dated 07/29/2016**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

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

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

Bids are required for the entire work described herein. Bids will be compared on the basis of the total of bid items.

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

Contract Number 16-02-C Notice to Bidders - 3

Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than **A** and a financial size designation of less than **VIII**. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

Pursuant to Public Contract Code Section 22300, substitution of securities for any moneys withheld by the County of Fresno to ensure performance under the contract shall be permitted.

The Board of Supervisors reserves the right to reject any or all bids.

Board of Supervisors, County of Fresno

Jean Rousseau, County Administrative Officer

Adopted: June 21, 2016

By: Bernice E. Seidel, Clerk to the Board

Issued: August 2, 2016

Bid Items and Applicable Sections

Bid Items and Applicable Sections

Contract No.: 16-02-C			
Bid Item and Applicable Sections			
ITEM CODE	ITEM DESCRIPTION	UNIT	SECTION
120090	CONSTRUCTION PROJECT FUNDING SIGN	EA	12
120100	TRAFFIC CONTROL SYSTEM	LS	12
130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	13
150715	REMOVE PAVEMENT MARKING	SF	15
152255	RELOCATE MAILBOX	EA	15
152324	RELOCATE ROADSIDE SIGN (METAL POST)	EA	15
153240	REMOVE CONCRETE (CURB,GUTTER,SIDEWALK,DRIVEWAY)	SY	15
160102	CLEARING AND GRUBBING	LS	16
190101	ROADWAY EXCAVATION	CY	19
205062	ROOT BARRIER	EA	20
220101	FINISHING ROADWAY	LS	22
390136	MINOR HOT MIX ASPHALT	TON	39
730010	MINOR CONCRETE (CURB)	LF	73
730070	DETECTABLE WARNING SURFACE	EA	73

Contract No.: 16-02-C**Bid Item and Applicable Sections**

ITEM CODE	ITEM DESCRIPTION	UNIT	SECTION
731504	MINOR CONCRETE (CURB AND GUTTER)	LF	73
731516	MINOR CONCRETE (DRIVEWAY)	SY	73
731521	MINOR CONCRETE (SIDEWALK)	SF	73
731623	MINOR CONCRETE (CURB RAMP)	SY	73
820134	OBJECT MARKER (TYPE P)	EA	82
833077	PEDESTRIAN BARRICADE	EA	83
840515	THERMOPLASTIC PAVEMENT MARKING (LIMIT LINE)	SF	84
840519	THERMOPLASTIC PAVEMENT MARKING (CROSS WALK)	SF	84
999990	MOBILIZATION	LS	99

Special Provisions

**SPECIAL PROVISIONS
ORGANIZATION**

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

**DIVISION I GENERAL PROVISIONS
1 GENERAL**

Replace the headings and paragraphs of Section 1 with:

1-1.01 GENERAL

The work is done in accordance with the State of California 2010 Standard Specifications, 2010 Standard Plans, the project specifications, and these special provisions.

Where these special provisions indicate to replace, add to, delete, delete from, or otherwise modify a "section," or a portion thereof, the section or portion thereof to which such modification is to be applied is the section or portion thereof with the corresponding numbering in the 2010 Standard Specifications.

Except to the extent that they may conflict with these special provisions, revised standard specifications apply if included in the section entitled "*Revised Standard Specifications*" of the project specifications.

Revised standard plans apply if listed on the "List of Revised Standard Plans," if any, in these special provisions.

In case of conflict between the *Standard Specifications* and these special provisions, the special provisions take precedence.

In case of conflict between applicable Revised Standard Specifications and these special provisions, the special provisions take precedence.

Section 1 includes general rules of interpretation.

The *Standard Specifications* are divided into 11 divisions.

Division I includes general specifications applicable to every contract unless specified as inapplicable under certain conditions.

Division II includes specifications for general construction applicable to every contract unless specified as applicable under certain conditions.

Divisions III through IX include construction specifications for specific bid items.

Division X includes specifications for common materials. For a material specified in this division, that material specified in any section must comply with the specifications in division X.

Division XI includes construction specifications for buildings.

The "Bid Items and Applicable Sections" table sets forth the construction specifications that apply. The first 2 digits of a bid item code correspond to the specification section number with the same 2 first digits

except for bid item code 999990 that corresponds to section 9 and unless shown otherwise in the table titled "Bid Items and Applicable Sections" in the specifications.

The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

After Contract approval, submit documents and direct questions to the Engineer. Orders, authorizations, and requests to the Contractor are by the Engineer.

The following items from the Department are in writing:

1. Approvals
2. Authorizations
3. Decisions
4. Notifications
5. Orders
6. Responses

The following items from the Contractor must be in writing:

1. Assignments
2. Notifications
3. Proposals
4. Reports
5. Requests, including RFIs, sequentially numbered
6. Subcontracts
7. Test results

Where a location is not specified with the words "shown," "specified," or "described," interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the specifications."
3. "Described" as "described in the Contract." "Described" means "shown, specified, or both."

Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, "Not Used," or "Reserved" does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

Sections are reserved in the *Standard Specifications* for correlation of special provisions and revised standard specifications with the *Standard Specifications* and for future expansion of the *Standard Specifications*.

The specifications are expressed in U.S. customary units except where a referenced document uses the International System of Units as the standard.

Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

All items in a list apply unless the items are specified as choices.

1-1.02 STYLE VARIATIONS

The Department is gradually standardizing the style of the specifications. The use of the new style does not change the meaning of a Contract part not using this style. The new style includes:

1. Use of:

- 1.1. Imperative mood
 - 1.2. Introductory modifiers
 - 1.3. Conditional clauses
 - 1.4. Industry-standard terms
2. Elimination of:
 - 2.1. Language variations
 - 2.2. Definitions for industry-standard terms
 - 2.3. Redundant specifications
 - 2.4. Needless cross-references

Because of the transition, some terms or clauses used in Division I are different from those used in other divisions and in other Contract parts. Interpret the equivalent term or clause shown in the following table as having the same meaning as the corresponding term or clause in Division I:

Terms Equivalencies		
Term or clause in Division I	Equivalent term or phrase that may be in other divisions and in other Contract parts	Conditions
Authorize	Approve	Except in a <i>Change Order</i>
Authorized Material List	Pre-Qualified Products List	--
Department	Engineer	Where referring to anyone other than the Resident Engineer or the Resident Engineer's authorized representatives
Department-furnished material	State-furnished material	--
<work description> is change order work	<work description> will be paid for as extra work <with or without a reference to a section>	--

1-1.03–1-1.04 RESERVED

1-1.05 REFERENCES

A reference within parentheses to a law or regulation is included in the Contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist.

Where the version of a referenced document is not specified, use the most recent version in effect on the date adopted by the Fresno County Board of Supervisors shown on the *Notice to Bidders*.

A reference to a section includes the general specifications for the section.

Any reference directly to a revised standard specification section is for convenience only. Lack of a direct reference to a revised standard specification section does not indicate that a revised standard specification for the section does not exist.

Where a section number is referenced without a reference to a document, the reference is to a section of the *Standard Specifications* as modified by the special provisions.

A code not specified as a federal code is a California code.

A department not specified as a federal or state department is a local department.

Any repetition of, special emphasis regarding, or superfluous reference to any requirement in the Standard Specifications does not diminish the applicability of other provisions in the Standard Specifications which are so not repeated, emphasized, or specially referenced in the special provisions.

1-1.06 ABBREVIATIONS

Interpret the meaning of an abbreviation used in the specifications and the Bid Item List as shown in the following table:

Abbreviations	
Abbreviation	Meaning
AASHTO	American Association of State Highway and Transportation Officials
AB	aggregate base
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMA	archaeological monitoring area
ANSI	American National Standards Institute
API	American Petroleum Institute
AREMA	American Railway Engineering and Maintenance-of-Way Association
AS	aggregate subbase
ASME	American Society of Mechanical Engineers
ASQ	American Society for Quality
ATPB	asphalt treated permeable base
AWG	American Wire Gauge
AWPA	American Wood Protection Association
AWS	American Welding Society ^a
AWWA	American Water Works Association
BBS	battery backup system
BNSF	Burlington Northern Santa Fe
Cal/OSHA	California Division of Occupational Safety and Health Administration
CBC	California Building Code
CDPH	California Department of Public Health
CIDH	cast-in-drilled-hole
CIH	Certified Industrial Hygienist
CIP	cast in place
CJP	complete joint penetration
CMU	concrete masonry unit
CPM	critical path method
CPL	composite plastic lumber
CRCP	continuously reinforced concrete pavement
CRM	crumb rubber modifier
CTB	cement treated base
CTPB	cement treated permeable base
CVN	Charpy V-notch
CWI	AWS Certified Welding Inspector
DBE	Disadvantaged Business Enterprise
DRA	Dispute Resolution Advisor
DRB	Dispute Resolution Board
DTSC	Department of Toxic Substances Control
DVBE	Disabled Veteran Business Enterprise
ECTC	Erosion Control Technology Council
EIA	Electronic Industries Alliance
ESA	environmentally sensitive area
ETL	Electrical Testing Laboratories

f_c	extreme fiber compressive stress in concrete at service loads
f_c	compressive strength of concrete
FHWA	Federal Highway Administration
GAAP	Generally Accepted Accounting Principles
GGBFS	ground granulated blast furnace slag; slag cement
GSP	galvanized steel pipe
HMA	hot mix asphalt
HMA-O	hot mix asphalt (open graded)
HS	high strength
ICC	International Code Council
ITE	Institute of Transportation Engineers
IEEE	Institute of Electrical and Electronics Engineers
JMF	job mix formula
JPCP	jointed plain concrete pavement
Ksf	kips per square foot
Ksi	kips per square inch
LCB	lean concrete base
LEED	Leadership in Energy and Environmental Design
LOTB	log of test boring
LTDS	long term design strength
MC	medium curing
METS	Department's Materials Engineering and Testing Services
MPI	Master Painters Institute
MR	movement rating
MSDS ^b	material safety data sheet
MT	magnetic particle testing
MUTCD	<i>Manual on Uniform Traffic Control Devices</i>
NDT	nondestructive testing
NETA	International Electrical Testing Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollutant Discharge Elimination System
NPT	National Pipe Thread Taper
NRTL	Nationally Recognized Testing Laboratory
OBC	optimum binder content
OGFC	open graded friction course
OSD	Offices of Structure Design
PLAC	permit, license, agreement, certification, or any combination of these
PC	Precast
PCC	portland cement concrete
Pcf	pounds per cubic foot
PG	performance grade
PI_0	zero blanking band profile index
PJP	partial joint penetration
POC	pedestrian overcrossing
PQR	procedure qualification record
PS	Prestressed
PSF	pedestrian signal face
PV	programmed visibility
QSD	qualified SWPPP developer
QSP	qualified SWPPP practitioner
RAP	reclaimed asphalt pavement

RCSC	Research Council on Structural Connections
RECP	rolled erosion control product
RFI	request for information
RHMA	rubberized hot mix asphalt
RHMA-G	rubberized hot mix asphalt (gap graded)
RHMA-O	rubberized hot mix asphalt (open graded)
RHMA-O-HB	rubberized hot mix asphalt (open graded high binder)
RPL	recycled plastic lumber
RSC	rapid strength concrete
RSP	rock slope protection
RSS	revised standard specifications
RT	radiographic testing
RWQCB	Regional Water Quality Control Board
SMSA	Standard Metropolitan Statistical Area
SC	slow curing
SCC	self-consolidating concrete
SCM	supplementary cementitious material
SSPC	The Society for Protective Coatings
SWPPP	storm water pollution prevention plan
TEES	Transportation Electrical Equipment Specifications
TIA	time impact analysis
TRO	time-related overhead
TV	target value
UFFA	ultra fine fly ash
UL	Underwriters Laboratories, Inc
USC	United States Code
USM	unidentified stock material
UT	ultrasonic testing
VECP	value engineering change proposal
VFD	Variable-frequency drive
VPM	volts per mil
WPC	water pollution control
LCS	Department's lane closure system
WPCP	water pollution control program
WPS	welding procedure specification

^aInterpret a reference to AWS as a reference to AWS, ANSI/AWS, or AASHTO/AWS

^bInterpret a reference to MSDS as a reference to SDS under 29 CFR 1910.1200.

Bid Item List Abbreviations

Abbreviation	Meaning
ACRE	Acre
CF	cubic foot
CY	cubic yard
EA	Each
(F)	final pay item
GAL	Gallon
H	Hour
LB	Pound
LF	linear foot
LS	lump sum
LNMI	lane mile
MFBM	thousand foot board measure
MI	Mile
MSYD	thousand station yard
(S)	specialty item
STA	station (100 feet)
SQFT	square foot
SQYD	square yard
TAB	Tablet
TON	2,000 pounds
WDAY	working day

1-1.07 DEFINITIONS

1-1.07A General

Interpret terms as defined in the Contract documents.

1-1.07B Glossary

acts of God: "Acts of God" as defined in Pub Cont Code § 7105

activity: Task, event, or other project element on a schedule that contributes to completing the project. An activity has a description, start date, finish date, duration, and one or more logic ties.

aerially deposited lead: Lead primarily from vehicle emissions deposited within unpaved areas or formerly unpaved areas.

archaeological monitoring area: Area within or near construction limits where access is allowed, but work is subject to archaeological monitoring.

archaeological resources: Remains of past human activity, including historic and prehistoric material (e.g., tools and tool fragments, hearth and food remains, structural remains, and human remains).

authorized laboratory: Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by the California Department of Transportation.

base: Layer of specified material of planned thickness placed immediately below the pavement or surfacing.

basement material: Material in excavation or embankment under the lowest layer to be placed.

bid item: Specific work unit for which the Bidder provides a price.

Bid Item List: List of bid items and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder at the Design Services web site is the verified Bid Item List. After Contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

bridge: Structure that:

1. Has a bridge number
2. Carries a utility or railroad or vehicle, pedestrian, or other traffic over, under, or around obstructions or waterways

building-construction contract: Contract that involves the construction of a structure with a roof and walls.

California Test: California Department of Transportation-developed test for determining work quality. For California Tests, go to the METS Web site.

certificate of compliance: Certificate stating the material complies with the Contract.

Certified Industrial Hygienist: Industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.

change order work: Work described in a *Change Order*, including extra work and work described in the Contract as change order work.

commercial quality: Quality meeting the best general practices.

commercial source: Established business operating as a material source to the general public.

Contract: Written and executed contract between the Department and the Contractor.

Contract acceptance: Engineer's written acceptance of a completed Contract.

Contract time: Number of original working days as adjusted by any time adjustment.

Contractor: Person or business or its legal representative entering into a Contract with the Department for performance of the work.

controlling activity: Construction activity that will extend the scheduled completion date if delayed.

critical path: Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.

critical path method: Network based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

culvert: Structure other than a bridge that provides an opening under a roadway.

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.

day: 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
 - 2.1. Saturday and a holiday.
 - 2.2. A Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
 - 2.2.1. Adverse weather-related conditions.

- 2.2.2. Maintaining traffic under the Contract.
 - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
 - 2.2.4. Unanticipated event not caused by either party such as:
 - 2.2.4.1. Act of God.
 - 2.2.4.2. Act of a public enemy.
 - 2.2.4.3. Epidemic.
 - 2.2.4.4. Fire.
 - 2.2.4.5. Flood.
 - 2.2.4.6. Governor-declared state of emergency.
 - 2.2.4.7. Landslide.
 - 2.2.4.8. Quarantine restriction.
 - 2.2.5. Issue involving a third party, including:
 - 2.2.5.1. Industry or area-wide labor strike
 - 2.2.5.2. Material shortage.
 - 2.2.5.3. Freight embargo.
 - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
 - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
 - 2.3. Day during a concurrent delay.
3. **original working days:**
- 3.1 Working days to complete the work shown on the *Notice to Bidders* for a non-cost plus time based bid.
 - 3.2. Working days bid to complete the work for a cost plus time based bid.

Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

daytime: The time between sunrise and sunset each day as determined by the National Oceanic and Atmospheric Administration's National Weather Service (www.noaa.nws.gov) for the project location.

Department-owned float: Time saved on the critical path by actions of the Department. It is the last activity shown on the schedule before the scheduled completion date.

deduction: Money permanently taken from progress payment and final payment. Deductions are cumulative and are not retentions under Pub Cont Code § 7107.

delay: Event that extends the completion of an activity.

- 1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began such as:
 - 1.1. Change in the work.
 - 1.2. Department action that is not part of the Contract.
 - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified.
 - 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience.
 - 1.5. Department's failure to obtain timely access to the right-of-way.
 - 1.6. Department's failure to review a submittal or provide notification in the time specified.
- 2. **critical delay:** Excusable delay that extends the scheduled completion date.
- 3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:

- 3.1. Critical delay
- 3.2. Delay to a controlling activity caused by you.
- 3.3. Non-working day.

Department: The Fresno County Board of Supervisors and its authorized representatives.

Design Services: A section of the Design Division of the Fresno County Department of Public Works and Planning responsible for administration of construction contracts out for bids.

detour: Temporary route for traffic around a closed road part. A passageway through a job site is not a detour.

Director: Chairman of the Fresno County Board of Supervisors.

Disadvantaged Business Enterprise: Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

dispose of: Remove from the job site.

divided highway: Highway with separated traveled ways for traffic, generally in opposite directions.

Engineer: The Director of the Fresno County Department of Public Works and Planning or his authorized representative, typically the Resident Engineer responsible for the Contract's administration or the Resident Engineer's authorized representatives.

early completion time: Difference in time between an early scheduled completion date and the work completion date.

environmentally sensitive area: Area within or near construction limits where access is prohibited or limited to protect environmental resources.

estimated cost: Estimated cost of the project.

extra work: Any work, desired or performed, but not included in the original Contract.

federal-aid contract: Contract that has a federal project funding number on the cover of the *Specifications*.

final pay item: Bid item whose quantity shown on the Bid Item List is the quantity paid.

fixed cost: Labor, material, or equipment cost directly incurred by the Contractor as a result of performing or supplying a particular bid item that remains constant regardless of the item's quantity.

float: Difference between the earliest and latest allowable start or finish times for an activity.

force account work: Work ordered on a construction project without an existing agreement on its cost, and performed with the understanding that the contractor will bill the owner according to the cost of labor, materials, and equipment, plus a certain percentage for overhead and profit.

grading plane: Basement material surface on which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.

highway: Whole right-of-way or area reserved for use in constructing the roadway and its appurtenances.

holiday: Holidays are as shown in the following table:

Holidays

Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1 st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Presidents' Day	3rd Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 th

If a holiday falls on a Sunday, the Monday following is a holiday. If a holiday falls on a Saturday, the preceding Friday is a holiday.

idle equipment: Equipment:

1. On the job site at the start of a delay
2. Idled because of the delay
3. Not operated during the delay

job site: Area within the defined boundaries of a project.

Labor Surcharge and Equipment Rental Rates: California Department of Transportation publication that lists labor surcharge and equipment rental rates.

landscaping: Practice of a landscaping contractor under 16 CA Code of Regs § 832.27.

listed species: Any species listed as threatened or endangered under (1) federal Endangered Species Act of 1973, 16 USC § 1531 et seq., (2) California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, or (3) both.

material: Any product or substance specified for use in the construction of a project.

material shortage: Shortage of raw or produced material that is area-wide and caused by an unusual market condition except if any of the following occurs:

1. Shortage relates to a produced, nonstandard material
2. Supplier's and the Contractor's priority for filling an order differs
3. Event outside the U.S. for a material produced outside the U.S.

material source facility audit: Self-audit and a Department audit evaluating a facility's capability to consistently produce materials that comply with Department standards.

median: Portion of a divided highway separating the traveled ways including inside shoulders.

milestone: Event activity that has zero duration and is typically used to represent the start or end of a certain stage of the project.

mobilization: Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

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 10 working days of total float.

nighttime: the period of time beginning at sunset on one day and ending at sunrise of the following day, with sunset and sunrise as determined by the National Oceanic and Atmospheric Administration's National Weather Service (www.noaa.nws.gov) for the project location.

paleontological resources: Fossils and the deposits they are found in. Fossils are evidence of ancient life preserved in sediments and rock. Examples of paleontological resources are remains of (1) animals, (2) animal tracks, (3) plants, and (4) other organisms. Archaeological resources are not paleontological and fossils found within an archaeological resource are generally considered archaeological resources, not paleontological resources.

pavement: Uppermost layer of material placed on the traveled way or shoulder.

permitted biological activities: Monitoring, surveying, or other practices that require a take permit and project-specific permission from the U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or memorandum of understanding with the California Department of Fish and Wildlife.

plans: Standard plans, revised standard plans, and project plans.

1. **standard plans:** Plans developed by the State of California Department of Transportation (Caltrans).. These plans are in a book titled Standard Plans 2010.
2. **revised standard plans:** New or revised standard plans.
3. **project plans:** Drawings specific to the project, including authorized shop drawings.

plant establishment period: Number of days shown on the *Notice to Bidders* for plant establishment.

protective radius: Minimum distance between construction activities and a regulated species.

quality control plan: Contractor's plan to ensure QC.

retentions: money earned by a contractor but not paid for an agreed period as a safeguard against any faults found in the work carried out.

regulated species: Any species protected by one or any combination of the following:

1. Federal Endangered Species Act of 1973, 16 USC § 1531 et seq.
2. California Endangered Species Act, Fish & Game Code §§ 2050–2115.5
3. Fish & Game Code §§ 1600–1616
4. National Environmental Policy Act, 42 USC § 4321 et seq.
5. California Environmental Quality Act, Pub Res Code § 21000 et seq.
6. Other law or regulation that governs activities that affect species or their habitats

roadbed: Roadway portion extending from curb line to curb line or shoulder line to shoulder line. A divided highway has 2 roadbeds.

roadside: Area between the outside shoulder edge and the right-of-way limits.

roadway: That portion of the highway within the outside lines of curbs, sidewalks, slopes, ditches, channels, or waterways. Roadway includes structures and features necessary for safety, protection of facilities, and drainage.

routine biological activities: Biological monitoring, surveying, or other activity that does not require a take permit from the U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or memo of understanding with the California Department of Fish and Wildlife.

schedule:

1. **baseline schedule:** Initial schedule showing the original work plan starting on the date of Contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **revised schedule:** Schedule that incorporates a proposed or past change to logic or activity durations.
3. **updated schedule:** Current schedule developed from the accepted baseline and any subsequent accepted updated or revised schedules through regular monthly review to incorporate actual past progress.

scheduled completion date: Planned work completion date shown on the current schedule.

service-approved biologist: Biologist whose activities must be approved by a state or federal agency as provided in PLACs.

shoulder: Roadway portion contiguous with the traveled way for stopped vehicle accommodation, emergency use, and lateral support of base and surface courses.

small tool: Tool or piece of equipment not listed in Labor Surcharge and Equipment Rental Rates that has a replacement value of \$500 or less.

specifications: A booklet prepared by the Department for each project bid which includes the Notice to Bidders, Special Provisions, the Agreement, Project Details, and other documents applicable to the Contract, including documents referenced in the specifications but not contained therein.

1. **Standard Specifications:** Specifications developed by the State of California Department of Transportation (Caltrans.) These specifications are in a book titled *Standard Specifications 2010*.
2. **revised standard specifications:** New or revised standard specifications.
3. **special provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of a book titled *Specifications*.

State: The County of Fresno, including its agencies, departments or divisions whose conduct or action is related to the work.

Structure Design: Offices of Structure Design of the California Department of Transportation.

subbase: Layer of material between a base and the basement material.

subgrade: Roadbed portion on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

submittal:

1. **action submittal:** Written and graphic information and samples that require the Engineer's response.
2. **informational submittal:** Written information that does not require the Engineer's response

substantial defects: Defects plainly seen as damaged, displaced, or missing parts or improper functioning of materials, parts, equipment, or systems.

substructure: Bridge parts below the bridge seats, pier tops, and haunches for rigid-framed bridges or spring lines for arched bridges; includes abutment backwalls, abutment parapets, and wingwalls.

superstructure: Bridge parts except the substructure.

supplemental project information: Information relevant to the project, specified as supplemental project information, and made available to bidders.

surfacing: Uppermost layer of material placed on a traveled way or shoulders; pavement.

take: Legal definition regarding harm to listed species as defined in 16 USC § 1532 and Fish & Game Code § 86.

take permit: Permit granted by the U.S. Fish and Wildlife Service or by the NOAA Fisheries that allows take of federal-listed species under 16 USC § 1539 or by the California Department of Fish and Wildlife that allows take of state-listed species under Fish & Game Code § 2081.

time impact analysis: Analysis using a CPM schedule developed specifically to demonstrate the effect a proposed or past change or delay has on the current scheduled completion date.

timely: accomplishment of a task in accordance with the associated requirements in the specifications.

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 bid: Sum of the item totals as verified by the Department; original Contract price.

total float: Amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

traffic: Pedestrians, bicyclists, ridden or herded animals, vehicles, streetcars, and other conveyances either singularly or together while using any transportation facility for purposes of travel.

traffic lane: Portion of traveled way used for the movement of a single line of vehicles.

traveled way: Roadway portion for the movement of vehicles except shoulders.

tunnel: Tunnel as defined in 8 CA Code of Regs § 8405 et seq.

unauthorized work: Work performed beyond the lines and grades described in the Contract or established by the Engineer or extra work performed without authority.

withhold: Money temporarily or permanently taken from progress payment.

work: Resources and activities required for Contract acceptance, including labor, materials, equipment, and the created product.

work plan: Detailed formulation of a program of action.

work zone: Area of a highway with construction, maintenance, or utility work activities.

1-1.08 NOT USED

1-1.09 FREEZE-THAW AREAS

Freeze-thaw areas are areas of the State where freeze-thaw cycles and heavy salting frequently occur. A project is in a freeze-thaw area if the project is specified in the special provisions to be in a freeze-thaw area.

This project is not in a freeze-thaw area.

1-1.10 RESERVED

1-1.11 WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS

Web Sites, Addresses, and Telephone / Fax / Email

Reference or agency or department unit	Web site	Address	Telephone no. Fax no. Email
Authorized Laboratory Lists Authorized Material Lists Authorized Material Source Lists	http://www.dot.ca.gov/hq/esc/approved_products_list	--	--
CA Unified Certification Program's list of certified DBEs	http://www.dot.ca.gov/hq/bep/find_certified.htm	--	--
Department	http://www.co.fresno.ca.us/	--	--
Department of Conservation, Office of Mine Reclamation	http://www.conservaion.ca.gov/omr/	--	--
Department of Industrial Relations	http://www.dir.ca.gov	455 GOLDEN GATE AVENUE SAN FRANCISCO CA 94102	--
Design Services - Contract Administration, Planholders, Bid Results	http://www.co.fresno.ca.us/departmentpage.aspx?id=5818	2220 TULARE STREET; 7 TH FLOOR; FRESNO, CA 93721	Tel: (559) 600-4528 Fax:(559) 600-4399 Email: DesignServices@co.fresno.ca.us
Publication Distribution Unit	--	PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DR SACRAMENTO CA 95815-3800	--

1-1.12 MISCELLANY

Make checks and bonds payable to the Fresno County Director of Department of Public Works and Planning.

1-1.13–1-1.15 RESERVED

2 BIDDING

Replace the headings and paragraphs of Section 2 with:

2-1.01 GENERAL

Section 2 includes specifications related to bid eligibility and the bidding process.

2-1.02 BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

2-1.03–2-1.05 RESERVED

2-1.06 BID DOCUMENTS

2-1.06A General

Standard Specifications and Standard Plans may be purchased at the Publication Distribution Unit

The *Specifications* and project plans may be viewed at the Design Services website.

Bid books may be ordered from Design Services.

The *Specifications* include, but may not be limited to, the *Notice to Bidders, Special Provisions, Federal Requirements, Project Details, Agreement, and the Bid Book.*

2-1.06B Supplemental Project Information

The Department makes supplemental project information available as shown in the following table and as otherwise specified in the special provisions:

Supplemental Project Information

Where Available	Description
Posted on the Design Services Website	

2-1.06C–2-1.06D Reserved

2-1.07 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

2-1.08 RESERVED

2-1.09 BID ITEM LIST

Submit a bid based on the bid item quantities the Department shows on the Bid Item List.

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

The Subcontractor List form must show the name, address, the contractors license number, and work portions to be performed by each subcontractor listed. Show work portions by bid item number, description, and percentage of each bid item subcontracted.

2-1.11 RESERVED

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

Section 2-1.12 applies to a federal-aid contract.

Under 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted

contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

2-1.12B Disadvantaged Business Enterprise Goal

2-1.12B(1) General

Section 2-1.12B(1) applies if a DBE goal is shown on the *Notice to Bidders*.

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department 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 on the *Notice to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify that the at the bid opening date the DBE firm is certified as DBE by the CA Unified Certification Program.

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

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

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies, if they are obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

2-1.12B(2) DBE Commitment Submittal

Section 2-1.12B(2) applies if a DBE goal is shown on the *Notice to Bidders*.

Submit DBE information under section 2-1.33.

Bidders other than the apparent low bidder, the 2nd low bidder, and the 3rd low bidder are not required to submit the DBE commitment form unless the Department requests it. If the Department requests a DBE commitment form from you, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE shown on the form stating that it will be 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 will be participating in the Contract.

2-1.12B(3) Good Faith Efforts Submittal

Section 2-1.12B(3) applies if a DBE goal is shown on the *Notice to Bidders*.

If you have not met the DBE goal, complete and submit the Good Faith Efforts Documentation under section 2-1.33 showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered.

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 submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

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

2-1.13–2-1.23 RESERVED

2-1.24 TIED BID RESOLUTION

After bid verification, the Chairman of the Department breaks a tie between 2 bidders with a coin toss

After bid verification the Chairman of the Department breaks a tie between more than 2 bidders with a succession of coin tosses.

2-1.25–2-1.28 RESERVED

2-1.29 RESERVED

2-1.30–2-1.32 RESERVED

2-1.33 BID DOCUMENT COMPLETION

2-1.33A General

Complete forms in the *Bid Book*.

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

2-1.33B Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on the Bid Item List. Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders*.

2-1.33C Bid Document Completion

Proposal sheets are identified by title at the upper portion of the proposal sheet and by the word Proposal followed by the number assigned to the proposal sheet in question at the sheet's lower left. Proposal sheets are included in the *Bid Book*.

2-1.33C(1) Proposal 1 - Proposal to the Board of Supervisors of Fresno County

2-1.33C(2) Proposal 2 – Bid Item List

One or more sheet(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th".

Use ink or typewriter.

2-1.33C(3) Proposal 3 - Evaluation of Bid Proposal Sheet

Describes how inconsistencies and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

2-1.33C(4) Proposal 4 - Bid Security and Signature

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Provide contractors license information.

State business name and if business is a:

- Corporation - list officers
- Partnership - list partners
- Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.
- Individual - list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member
- Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

2-1.33C(5) Proposal 5 - Noncollusion Affidavit

Must be completed, signed, and returned with bid.

2-1.33C(6) Proposal 6 - Public Contract Code Section 10285.1 Statement

Check "has" or "has not" in accordance with instructions on form, return with completed for with bid. Note that signing the bid constitutes signing this statement.

2-1.33C(7) Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement

Check: "yes" or "no" accordance with instructions on form, include explanation if "yes" is checked. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

2-1.33C(8) Proposal 8(a) through Proposal 8(f) - Subcontractors

Sheet(s) upon which bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, and the contractor's license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid sheet and/or work descriptions similar to those on bid sheet.
- List license number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.

2-1.33C(9) Proposal 9 - Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(10) Proposal 10 - Title 49, Code Of Federal Regulations, Part 29 Debarment And Suspension Certification

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(11) Proposal 11 - Nonlobbying Certification For Federal-Aid Contracts

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(12) Proposal 12(a) through Proposal 12(b) - Disclosure Of Lobbying Activities

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(13) Proposal 13(a) through Porposal 13(b) - Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

For a Federal-aid contract, the apparent low, second-low, and third-low bidders must complete and submit so that it is received by Design Services, no later than 4:00 PM on the fourth business day after the bid opening if not submitted with the bid.

2-1.33C(14) Proposal 14(a) through propsoal 14(c) - Exhibit 15-H DBE Information — Good Faith Efforts

For a Federal-aid contract, the apparent low, second-low, and third-low bidders must complete and submit so that it is received by Design Services no later than 4:00 PM on the fourth business day after the bid opening if not submitted with the bid.

2-1.33C(15) Proposal 15 - *Opt out of payment adjustments for price index fluctuations*

Not used

2-1.33C(16) Proposal 16 - *Guaranty*

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed..

2-1.34–2-1.39 RESERVED

2-1.40 BID WITHDRAWAL

An authorized agent may withdraw a bid before the bid opening date and time by submitting a written, signed bid withdrawal request at the location where the bid was submitted.

Only an individual who is authorized to sign the bid is authorized to sign a request to withdraw the bid.

Withdrawing a bid does not prevent you from submitting a new bid.

2-1.41–2-1.42 RESERVED

2-1.43 BID OPENING

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

2-1.44–2-1.45 RESERVED

2-1.46 DEPARTMENT'S DECISION ON BID

The Department's decision on the bid amount is final.

The Department may reject:

1. All bids
2. A nonresponsive bid

2-1.47 BID RELIEF

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to Design Services.

2-1.48 RESERVED

2-1.49 SUBMITTAL FAILURE HISTORY

The Department considers a bidder's past failure to submit documents required after bid opening in determining a bidder's responsibility.

2-1.50 BID RIGGING

Section 2-1.50 applies to a federal-aid contract.

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 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.

02-1.51 DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the contractor is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the contractor changes its status to operate as a corporation.

Members of the contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while contractor is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form which is included in *Project Details* of these special provisions.

In the event that the Contractor (to whom the project is awarded) is operating as a corporation or incorporates during the course of the construction contract, and any member of its board of directors is engaged or intends to become engaged in self-dealing transaction(s), each member of its board of directors who is engaged or intends to become engaged in a self-dealing transaction or transactions must complete and submit to the County a completed Self-Dealing Transaction Disclosure Form (in *Project Details*) for each such transaction prior to engaging therein or immediately thereafter.

AA

3 CONTRACT AWARD AND EXECUTION

Replace the headings and paragraphs of Section 3 with:

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02-3-1.03 RESERVED

3-1.04 CONTRACT AWARD

If the Department awards the contract, the award is made to the lowest responsible bidder within 54 days after bid opening.

The Department may extend the specified award period if the bidder agrees.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds conforming to the requirements in the *Agreement* of these special provisions.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

- 1 The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit copies of its insurance policies conforming to the requirements in the *Agreement* of these specifications.

3-1.08 NOT USED

3-1.09–3-1.10 RESERVED

3-1.11 NOT USED

Complete and sign the *Payee Data Record* form included in the Contract documents.

3-1.12 LOCAL AGENCY BIDDER - DBE INFORMATION FORM

Section 3-1.12 applies to a federal-aid contract.

Complete and sign the *Caltrans Bidder - DBE Information* form included in the Contract documents regardless of whether no 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 Department encourages you to submit a copy of the joint venture agreement.

3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included in *Federal Requirements* and must be executed by the successful bidder. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A

3-1.14–3-1.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Agreement*.

Deliver to Design Services:

- 1. Signed *Agreement* including the attached form FHWA-1273
- 2. Contract bonds
- 3. Documents identified in section 3-1.07

Design Services must receive these documents before the 10th business day after the Department awards the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

3-1.19 BIDDERS' SECURITIES

The Department keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect

4 SCOPE OF WORK

Replace the headings and paragraphs of Section 4 with:

4-1.01 GENERAL

Section 4 includes specifications related to the scope of work.

4-1.02 INTENT

The Contract intent is to provide for work completion using the best general practices.

Nothing in the special provisions, Standard Specifications, or in any other Contract document voids the Contractor's public safety responsibilities.

4-1.03 WORK DESCRIPTION

Construct the work described on the *Notice to Bidders* and as described in the Contract.

4-1.04 USE OF MATERIALS FOUND ON THE JOB SITE

You may use aggregate or other materials found in excavation that comply with the specifications. The Department pays for the material excavated at the excavation item Contract price. Replace the quantity of material removed and used with an equal quantity of material. The material must have been designated for use in the work. Except for material used as structure backfill, the Department does not pay for replacing the material. The Department pays for excavated material replacement used for structure backfill at the Contract price for structure backfill. Do not excavate material from outside the excavation's slope and grade lines without authorization.

4-1.05 CHANGES AND EXTRA WORK

4-1.05A General

The Department may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*.

A *Change Order* is approved when the Engineer signs the *Change Order*.

Continue contract operations as directed by the Engineer pending approval of any change order. Do not begin change order work until the change order has been approved in writing.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

4-1.05B Work-Character Changes

The Department adjusts the unit price for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications
3. No approved *Change Order* addresses the payment

4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)

4-1.06A General

Reserved

4-1.06B Contractor's Notification

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

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. 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.

4-1.06C 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

4-1.07 VALUE ENGINEERING

4-1.07A General

Reserved

4-1.07B Value Engineering Change Proposal

You may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Engineer and other agencies

The VECP must not impair the project's essential functions or characteristics, including:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the Contract specifications and drawing details for performing the work and the proposed changes.
2. Itemization of Contract specifications and plan details that would be changed.
3. Detailed cost estimate for performing the work under the existing Contract and under the proposed change. Determine the estimates under section 9-1.04.
4. Deadline for the Engineer to decide on the changes.
5. Bid items affected and resulting quantity changes.

The Engineer is not required to consider a VECP. If a VECP is similar to a change in the plans or specifications being considered by the Engineer at the time the proposal is submitted or if the proposal is based on or similar to plans or specifications adopted by the Engineer before Contract award, the Engineer does not accept the VECP and may make these changes without VECP payments.

If the Engineer does not approve a *Change Order* before the deadline stated in the VECP or other date you subsequently stated in writing, the VECP is rejected. The Engineer does not adjust time or payment for a rejected VECP.

The Engineer decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Engineer may require you to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Engineer considers the VECP and deducts the agreed cost.

If the Engineer accepts the VECP or parts of it, the Engineer issues a *Change Order* that:

1. Incorporates changes in the Contract necessary to implement the VECP or the parts adopted
2. Includes the Engineer's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Department to pay you 50 percent of the estimated net savings

In determining the estimated net construction-cost savings, the Engineer excludes your VECP preparation cost and the Engineer's VECP investigation cost, including parts paid by you.

If a VECP providing for a reduction in working days is accepted by the Engineer, 50 percent of the reduction is deducted from Contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Engineer, the Engineer pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing Contract and the proposed change, including estimates of the traffic volumes and congestion.

The Engineer may apply an accepted VECP for general use on other contracts.

If an accepted VECP is adopted for general use, the Engineer pays only the contractor who first submitted the VECP and only to the contracts awarded to that contractor before the submission of the accepted VECP.

If the Engineer does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

4-1.07C NOT USED

4-1.08–4-1.12 RESERVED

4-1.13 CLEANUP

Before final inspection, leave the job site neat and presentable and dispose of:

1. Rubbish
2. Excess materials
3. Falsework
4. Temporary structures
5. Equipment

Do not remove warning, regulatory, or guide signs until directed by the Engineer.

5 CONTROL OF WORK

Delete the 9th Paragraph of Section 5-1.01

Delete Section 5-1.09

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

No third-party agreement relieves you or your surety of the responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any Contract part without prior written consent from the Engineer.

If you assign the right to receive Contract payments, the Engineer accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described

in the Contract. The Department may use withheld payments for work completion whether payments are assigned or not.

A pending or disapproved request for assignment does not relieve you of the responsibility to commence and pursue work timely and in strict accordance with the Contract documents.

Delete Section 5-1.13C

Delete Section 5-1.13D

Replace Section 5-1.20B(4) with

5-1.20B(4) Contractor–Property Owner Agreement

Before procuring material from or disposing or stockpiling of material on nonhighway property:

1. Provide proof that the property where materials are to be stockpiled or equipment parked/stored is zoned and/or permitted for the proposed use.
2. Obtain written authorization from all owners of the property where materials are to be stockpiled or equipment parked/stored.
3. Provide proof that the signor(s) of the authorization are the owners of the property.
4. Provide an executed release from the property owner(s) absolving the Department from any and all responsibility in connection with your use of the property.
5. Obtain written permission from the Engineer to use the property

Before Contract acceptance, submit a document signed by the owner of the material source or disposal site stating that the Contractor has complied with the Contractor-owner agreement.

Failure by the Contractor to provide written authorization shall result in the withholding of all funds due to the Contractor until said authorization is received by the County.

Replace Section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

The Engineer places stakes and/or marks as the Engineer determines to be necessary to establish the lines and grades required for the work.

Submit your request for Engineer-furnished stakes:

1. Once staking area is ready for stakes
2. On a Request for Construction Stakes form

After your submittal, the Engineer starts staking within 2 working days.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

Replace Section 5-1.27E with:

5-1.27E Change Order Bills

Maintain separate records for change order work costs.

Replace Section 5-1.32 with:

5-1.32 AREAS FOR USE

Occupy the highway only for purposes necessary to perform the work.

Defend, indemnify, and hold the Department harmless to the same extent as under section 7-1.05.

The Department does not allow temporary residences within the highway.

Add to Section 5-1.36D:

You must ascertain the exact location of the utility facilities for minimum safe clearance distance. Make arrangements with the utility companies to temporarily relocate or adjust their facilities and pay for the relocation to provide minimum safe clearance.

The following utility facilities are under the jurisdictions of

- 1. Water: CITY OF FRESNO
1910 E. University Avenue,
Fresno, CA 93703
Mr. Steve Western
(559) 621-5323

Contact City of Fresno to adjust frames and covers at least seven days before finishing to grade

- 2. Electric & Gas: PACIFIC GAS AND ELECTRIC COMPANY (PG&E)
1455 E. Shaw Avenue,
Fresno, CA 93710
Mr. Chris Woods
(559) 263-5215

6 CONTROL OF MATERIALS

Replace Section 6-2.03 with:

6-2.03 DEPARTMENT-FURNISHED MATERIALS

Request Department-furnished material at least 15 days before their scheduled installation.

If the Department furnishes the material:

- 1. At the job site, unload and store the material
- 2. At a location other than the job site, pick up the material, deliver to the job site and store it

You are responsible for the return or disposal of surplus Department-furnished material as specified or as directed.

You are responsible for the cost of replacing Department-furnished material. The Department deducts replacement costs. Department-furnished material not used in the work remains the property of the Department.

Replace Section 6-3.02 with:

6-3.02 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

If substitution is expressly precluded for particular components by the special provisions, provide the specified components and do not request substitution.

A non-exclusive reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. Except for components for which the special provisions disallow substitution, you may use a product that is equal to or better than the specified brand or trade name if authorized.

Submit a substitution request with a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves that substitution:

1. Causes no delay
2. Is of equal or better quality and suitability

Replace Section 6-3.05A with:

6-3.05A General

The Department may use multiple QA methods for a material.

The Department's performs QA at its discretion.

You are solely responsible for ensuring the quality of your work.

Allow the Department to record, including photograph and video record, to ensure a material is produced to comply with the Contract.

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

Schedule work to allow time for QA.

The Department deducts testing costs for work that does not comply with the Contract.

The Department may retest material previously tested and authorized for use. If the Department notifies you of a retest, furnish resources for retesting.

For a material specified to comply with a *State Specification* number, the material may comply with a later version of the specification. Obtain State Specifications from METS.

For a material specified to comply with a property shown in the following table, the Department tests under the corresponding California Test shown:

California Tests	
Property	California Test
Relative compaction	216 or 231
Sand equivalent	217
Resistance (R-value)	301
Grading (sieve analysis)	202
Durability index	229

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace the 2nd Paragraph of Section 7-1.02K(2) with:

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From Design Services

2. From the Department of Industrial Relations' Web site

Replace Section 7-1.02K(3) with:

7-1.02K(3) Certified Payroll Records (Labor Code § 1776)

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a *Statement of Compliance* signed under penalty of perjury that declares:

1. The information contained in the payroll record is true, correct, and complete
2. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. The wage rates paid are at least those required by the Contract

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

1. Department
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a \$100 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

Replace Section 7-1.02M(2) with:

7-1.02M(2) Fire Prevention

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

- A. The Contractor shall be responsible for:
 - 1. Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work,
 - 2. Immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project,
 - 3. Preventing project personnel from setting open fires,
 - 4. Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.
- B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet United States Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain the spark arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the United States Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices of the Department of Transportation.
- C. Toilets shall have a metal receptacle, at least 6 inches in diameter by 8 inches deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.
- D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that
The areas to be cleared and grubbed shall be cleared, and kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.
- E. The Contractor shall furnish each piece of equipment with the following:
 - 1. One shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
 - 2. One shovel and one back-pack 5-gallon water-filled tank with pump for each welder,
 - 3. One shovel or one chemical pressurized fire extinguisher, fully charged, for each 4431, and the California Administrative Code, Title 14, Section 1234,
 - 4. shovels shall be size "O" or larger and shall be not less than 46 inches in length
- F. The Contractor shall furnish a pickup truck and driver that will be available for fire control during working hours and as specified herein.
- G. The Contractor's operations shall also conform to the following:

1. During welding operations, the fire control pickup and associated fire tools shall be located as close as practicable to the welding operation, and shall remain there until welding is discontinued.
2. During welding operations, a spotter, other than the welder, shall be assigned to observe welding to ensure that any stray sparks are extinguished immediately.
3. During blasting operations, the fire control pickup and associated fire tools shall be located as close as practicable to the blasting operation, and shall remain there until blasting is discontinued.

The Engineer may order that construction operations be temporarily suspended in the event that, in the opinion of the Engineer, an extreme fire hazard exists.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

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

Replace the headings and paragraphs of Section 7-1.04 with:

7-1.04 PUBLIC SAFETY

7-1.04A GENERAL

You are responsible to provide for public safety

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your operations create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the current version of California *MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. The Department will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Maintaining, and removing the covers on construction area signs is change order work.

Install temporary illumination in a manner which the illumination and the illumination equipment does not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workmen and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 20 days and not more than 90 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the *California MUTCD* and section 12-3.06 except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract

4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal: vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

7-1.04B WORK ZONE SAFETY AND MOBILITY

7-1.04B(1) POLICY

In order to ensure safe and efficient flow of traffic through work zones, the County of Fresno, via its General Plan, Transportation and Circulation Element, Policy TRA-1, has adopted the use of AASHTO Standards as supplemented by Caltrans and County Department of Public Works and Planning Standards.

7-1.04B(2) TRAFFIC MANAGEMENT PLAN

Perform traffic management shall be in accordance with Section 12, "TEMPORARY TRAFFIC CONTROL," of these special provisions.

7-1.04B(3) TEMPORARY TRAFFIC CONTROL PLAN

Prepare traffic control plan(s) in accordance with Section 12, "TEMPORARY TRAFFIC CONTROL," of these special provisions.

7-1.04B(4) PUBLIC INFORMATION

Provide notice to public agencies and others to the extent required, if any, elsewhere in these special provisions. The Engineer provides other noticing not identified to be performed by the Contractor.

Replace the headings and paragraphs of Section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

7-1.06B Casualty Insurance

Obtain and maintain insurance on all of your operations with companies acceptable to the Department as follows:

1. Keep all insurance in full force and effect from the start of the work through Contract acceptance.
2. All insurance must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A or better and a Financial Size Category of VIII or better.
3. Maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Civ Pro Code § 337.15.

7-1.06C Workers' Compensation and Employer's Liability Insurance

Under Labor Code § 1860, secure the payment of worker's compensation under Labor Code § 3700.

Submit to the Department the following certification before performing the work (Labor Code § 1861):

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contract signing constitutes certification submittal.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

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

7-1.06D Liability Insurance

7-1.06D(1) General

Carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards

- 5. Personal injury
- 6. Contractual liability

7-1.06D(2) Liability Limits/Additional Insureds

Refer to the *Agreement* of these special provisions

Additional insured coverage must be provided by a policy provision or by an endorsement providing coverage at least as broad as *Additional Insured* (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

7-1.06D(3) Contractor's Insurance Policy is Primary

The policy must stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and must not be called upon to contribute with this insurance.

7-1.06E Automobile Liability Insurance

Comply with requirements in the *Agreement* of these special provisions

7-1.06F Policy Forms, Endorsements, and Certificates

Provide your General Liability Insurance under Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.

7-1.06G NOT USED

7-1.06H Enforcement

The Department may assure your compliance with your insurance obligations. Ten days before an insurance policy lapses or is canceled during the Contract period you must submit to the Department evidence of renewal or replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

Minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this Contract.

7-1.06I Self-Insurance

Comply with the *Agreement* of these special provisions

Replace the headings and paragraphs of Section 7-1.07 with:

7-1.07 LEGAL ACTIONS AGAINST THE DEPARTMENT

7-1.07A General

If legal action is brought against the Department over compliance with a State or federal law, rule, or regulation applicable to highway work, then:

1. If the Department in complying with a court order prohibits you from performing work, the resulting delay is a suspension related to your performance, unless the Department terminates the Contract.
2. If a court order other than an order to show cause or the final judgment in the action prohibits the Department from requiring you to perform work, the Department may delete the prohibited work or terminate the Contract.

AA

8 PROSECUTION AND PROGRESS

Add Section 8-1.01A

8-1.01A Work Hours

Perform all work on working days during daytime

Plan work so that all construction operations performed each day, including cleanup of the project site, establishment of appropriate traffic control and any other work necessary for the safety of the public shall be completed within the daytime hours.

Do not perform work during nighttime unless approved by the Engineer

Request approval to work during nighttime in writing and include the appropriate traffic control plan(s) and work plan(s) which clearly identify all provisions for illuminating all portions of the work site, including any flagging operations.

If you fail to complete work during the daytime hours, the Engineer may stop all work upon the onset of nighttime and order you to perform any and all work the Engineer deems necessary to ensure the safety of the public during the nighttime hours.

You are not entitled to any additional compensation or extension of the contract time as a result of the Engineer stopping the work due to the onset of nighttime.

Replace the headings and paragraphs of Section 8-1.02 with:

8-1.02 SCHEDULE

The Contractor shall submit to the Engineer a practicable progress schedule within 20 working days of approval of the contract, and within 5 working days of the Engineer's written request at any other time.

The schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work (including procurement of materials, plant, and equipment), and the contemplated dates for completing those salient features.

The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

The Contractor shall notify the Engineer in writing at least two (2) working days prior to making any changes to the progress schedule. Changes in the progress schedule must be approved by the Engineer prior to being implemented by the Contractor.

The Contractor and all subcontractors shall deliver copies of his/her daily job logs to the Engineer on a weekly basis. At a minimum, the Contractor's and subcontractors' daily job logs shall include the Subcontractors working onsite, number of workers and their trade classification, description of work, visitors, temperature and weather conditions, accidents, delays, milestones and any other important information pertaining to the project that day.

8-1.02B(3) Updated Schedule

Submit a monthly updated schedule that includes the status of work completed to date and the work yet to be performed as planned.

You may include changes on updated schedules that do not alter a critical path or extend the scheduled completion date compared to the current schedule. Changes may include:

1. Adding or deleting activities

2. Changing activity constraints
3. Changing durations
4. Changing logic

If any proposed change in planned work results in altering the critical path or extending the scheduled completion date, submit a revised schedule within 5 days of the proposed change.

8-1.02C - 8-1.02D(10) Reserved

Replace Section 8-1.03 with:

8-1.03 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. You may start work before the preconstruction conference only upon written authorization.

Be prepared to discuss the topics and documents shown in the following table:

Topics	Document
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
DBE	Final utilization reports
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	<i>Notice of Materials to be Used</i>
Materials on hand	<i>Request for Payment for Materials on Hand</i>
Measurements	--
Partnering	--
Quality control	QC plans
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and <i>Weekly Statement of Working Days</i>
Subcontracting	<i>Subcontracting Request</i>
Surveying	<i>Survey Request</i>
Traffic control	Traffic contingency plan and traffic control plans
Utility work	--
Weight limitations	--
Water pollution control	SWPPP or WPCP
Work restrictions	PLACs
Action submittals	--

Replace the headings and paragraphs of Section 8-1.04 with:

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04A General

Provide signed contracts bonds and insurance timely as required.

This section, 8-1.04, "Start of Job Activities," does not modify remedies available to the Department should you fail to provide signed contracts bonds and insurance timely.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

You may start job site activities before receiving notice of Contract approval if you:

1. Deliver the signed Contract, bonds, and evidence of insurance to the Department
2. Submit 72-hour notice
3. Obtain an encroachment permit from the Department
4. Are authorized by the Department to start
5. Perform work at your own risk
6. Perform work under the Contract

If the Contract is approved, work already performed that complies with the Contract is authorized.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

8-1.04B Standard Start

Be prepared to begin work at the project site no later than the 20th business day after award of the Contract by the Department.

The Engineer may issue a notice to proceed as soon as the Contracts, including bonds and insurance certificates, have been approved.

Start work on the day shown in the notice to proceed, unless an early start has been approved.

The Engineer may issue a notice of commencement of contract time if you fail to provide Contracts, including bonds and insurance certificates or other required documents timely.

A notice of commencement of contract time does not authorize you to start work on the project site, but contract time begins to elapse on the date shown in the notice of commencement of contract time.

Complete work before the expiration of

THIRTY-FIVE (35) WORKING DAYS

from the date shown in said Notice to Proceed, or in the Notice of Commencement of Contract Time, whichever comes first.

Pay to the County of Fresno the sum of

One thousand nine hundred dollars (\$1,900.00)

per day for each and every calendar day's delay in finishing the work in excess of the total number of working days prescribed above.

8-1.04C Long Lead Time Equipment Start

Reserved

Replace Section 8-1.05 with:

8-1.05 TIME

Contract time starts on the day specified in the notice to proceed or in the notice of commencement of contract time as described in section 8-1.04 or on the day you start job site activities, whichever occurs first.

Complete the work within the Contract time.

Meet each specified interim work completion date.

The Engineer issues a *Weekly Statement of Working Days* by the end of the following week.

The *Weekly Statement of Working Days* shows:

1. Working days and non-working days during the reporting week
2. Time adjustments

3. Work completion date computations, including working days remaining
4. Controlling activities

The Contractor and all subcontractors shall deliver copies of his/her daily job logs to the Engineer on a weekly basis. At a minimum, the Contractor's and subcontractors' daily job logs shall include the Subcontractors working onsite, number of workers and their trade classification, description of work, visitors, temperature and weather conditions, accidents, delays, and any other important information pertaining to the project that day.

Replace Section 8-1.10A with:

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

9 PAYMENT

Replace Section 9-1.03 with:

9-1.03 PAYMENT SCOPE

The Department pays you for furnishing the resources and activities required to complete the work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Full compensation for work specified in divisions I, II, and X is included in the payment for the bid items unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

Notwithstanding anything to the contrary in these special provisions, full compensation for performing all work as shown, as specified, and as directed by the Engineer is considered to be included in the various bid items, and no additional payment will be made, except pursuant to a contract change order to perform work not shown and/or specified.

If one or more bid item(s) is/are not included, perform the work as shown and as specified and payment therefor is considered to be included in the various items of work.

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative unless the bid item is described as an alternative, in which case, the Department pays based on the details and specifications for that alternative.

The Department pays for change order work based on one or a combination of the following:

1. Bid item prices
2. Force account
3. Agreed price
4. Specialist billing

If the Engineer chooses to pay for change order work based on an agreed price, but you and the Engineer cannot agree on the price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

Pay your subcontractors within 10 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.

Replace Section 9-1.07 with:

9-1.07 Not Used

Replace Section 9-1.16F with:

9-1.16F Retentions

The Department, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on State-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

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

No partial payment will be made for any materials

Add the following Section:

9-1.23 RESOLUTION OF CONTRACT CLAIMS

Public works contract claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local public agency shall be resolved in accordance with the provisions of Article 1.5 (Sections 20104-20104.6, inclusive) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. Article 1.5 requires that its provisions or a summary thereof be set forth in the plans and specifications for any work which may give rise to a claim thereunder. Accordingly, this contract incorporates all of the terms and conditions of Article 1.5, as follows:

Article 1.5 Resolution of Contract Claims

20104.(a)(1) 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 a local agency.

(2) This article shall not apply to any claims resulting from a contract between a Contractor and a public agency 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.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "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.

(c) 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.

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

20104.2 For any claim subject to this article, following requirements apply:

(a) 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.

(b)(1) 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.

(2) 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.

(3) 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.

(c)(1) 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.

(2) 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.

(3) 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.

(d) 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.

(e) 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.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) 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 the mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of 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 or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to the judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of 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 Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rule pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of

arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process. Arbitrators shall be experienced in construction law.

20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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

10 GENERAL

Add to section 10-1.02:

Construction of the new structural section adjacent to the existing traveled way must be performed in successive, and once all operations are under way, concurrent operations of excavating, preparing subgrade, placing base materials, and paving. Excavation within 8 feet of the existing traveled way must not precede the paving operation by more than 5 working days unless:

1. Authorized
2. Material is placed and compacted against the vertical cuts within 8 feet of the existing traveled way. During excavation operations, native material may be used for this purpose except once the placing of the structural section starts, structural material must be used. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

At the end of each working day if a difference in excess of 0.15 feet exists between the elevation of the existing pavement and the elevation of an excavation within 8 feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.03 with:

12-1.03 FLAGGING COSTS

You pay the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

Furnishing and operating pilot cars if ordered is not change order work.

**Replace section 12-2 with:
12-2 CONSTRUCTION PROJECT FUNDING SIGNS**

12-2.01 GENERAL

Details for construction project funding signs are in the *Project Details*.

Keep construction project funding signs clean and in good repair at all times.

12-2.02 MATERIALS

Provide Construction project funding signs, posts, and mounting hardware.

Construction project funding signs must be wood post signs complying with section 56-4.

Sign panels for construction project funding signs must be framed, single sheet aluminum panels complying with section 56-2.

The background on construction project funding signs must be Type II retroreflective sheeting on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective, except for nonreflective black letters and numerals. The colors blue and orange must comply with PR Color no. 3 and no. 6, respectively, as specified in the Federal Highway Administration's *Color Tolerance Chart*.

The size of the legend on construction project funding signs must be as described. Do not add any additional information unless authorized.

FEDERAL HIGHWAY TRUST FUNDS

12-2.03 CONSTRUCTION

Provide and Install a total of 4 construction project funding signs at the locations designated by the Engineer before starting major work activities visible to highway users.

Upon completion and acceptance of the work, remove signs.

12-2.04 PAYMENT

Not Used

Replace Section 12-3.01C with:

12-3.01C Construction

Furnishing, installing, maintaining, moving, and removing traffic control equipment and devices and performing lane closures, if lane closures are allowed, is your responsibility.

Traffic control ordered by the Engineer is only change order work if the character of the work changes. Providing for public safety and convenience under section 7 is not change order work.

Replace Section 12-3.02C with:

12-3.02C Construction

Place barricades so that the stripes slope downward in the direction road users are to pass.

Place sand-filled bags near ground level on the lower parts of the frame or stays to serve as ballast for the barricades. Do not place ballast on top of barricades or over any retroreflective barricade rail face that is facing traffic.

Install construction area signs and marker panels on barricades at the locations shown, if any.

Do not remove barricades that are shown to be left in place at the time of work completion.

Moving barricades after placement at the location shown or specified is change order work.

Moving barricades which are part of your Traffic Control System is not change order work.

Replace 1st paragraph in section 12-3.06B (1) with:

Construction area warning and guide signs must have a black legend on a retroreflective, nonfluorescent-orange background. W10-1 advance warning sign for highway-rail grade crossings must have a black legend on a retroreflective, nonfluorescent-yellow background.

Add to section 12-3.06D

Stationary construction sign is paid under Traffic Control System.

Add to section 12-4.01:

Payment for transporting bicyclists through a 1-way reversing traffic control work zone is included in the payment for traffic control system.

Add to section 12-4.02A:

The full width of the traveled way must be open to traffic when there are no active construction activities in the traveled way or within 6 feet of the traveled way and on:

1. Fridays after 3 pm
2. Saturdays
3. Sundays
4. Designated holidays

Designated holidays are shown in section 1-1.07B

For a one-way reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 10 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary one-way reversing traffic-control lane closure must be half of a mile between flaggers.

The maximum length of the work area inside a lane closure other than one-way reversing traffic-control lane closure must be half of a mile

Not more than one stationary lane closures will be allowed in each direction of travel at one time.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24 (CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be 48 by 48 inches and placed as ordered by the Engineer. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

A minimum of 1 paved traffic lane not less than ten (10) feet wide must be open for use by traffic when construction is actively in progress.

Delete 2nd paragraph of section 12-4.03A in the RSS.

**Replace "Reserved" in section 12-5 with:
12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

12-5.01 GENERAL

Section 12-5 includes specifications for closing traffic lanes with stationary lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes construction area signs.

If you do not provide the traffic control and it becomes necessary for the Engineer to notify you of your duties according to the Standard Specifications and these special provisions, the Department deducts \$200 per 15-minute period or portion thereof for all the time required to acquire the traffic control, including pilot car.

Such payment commences at the time the notice for the improper traffic control condition is given and shall terminate when the condition is corrected. The Department deducts such payment from your payment.

In addition thereto, when it is necessary for the Engineer to perform the work, the Department deducts from your payments the actual cost for the performance thereof. This deduction is in addition to any penalties imposed in these special provisions.

This section does not relieve you the responsibility to provide such additional devices or take such measures necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications

Add to section 12-5.01:

Submit a traffic control system plan for approval. Traffic Control Plan must indicate the means and methods to institute and maintain traffic control for all phases of the work within the project. Submit traffic control system plan a minimum of five (5) working days prior to pre-construction meeting.

A complete traffic control system plan is one that contains all required information and is approved by the Engineer without revisions required.

In the event that the Contractor fails to submit a complete traffic control system plan specific to the project site no later than the preconstruction meeting, the Contractor shall pay to the County of Fresno the sum of Two Thousand Five Hundred Dollars (\$2,500) for each and every calendar day's delay in submitting a complete traffic control plan, beginning upon the next working day after the preconstruction conference. Such payment shall be in addition to other liquidated damages as specified elsewhere in these special provisions.

Late submittal of the traffic control plan or revisions thereafter required, due to the inadequacy of the plan, does not justify delay in the start of the working days for the project.

Traffic will not be allowed to be limited to one direction when construction activities are not actively in progress. Providing, installing, maintaining, and removing all traffic control, including portable changeable message signs, if required, obtaining and complying with all permits, and providing all traffic control operations shall be the responsibility of the contractor, and no additional compensation will be allowed therefor.

12-5.02 MATERIALS

Not Used

12-5.03 CONSTRUCTION

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

You may use a pilot car to control traffic. If a pilot car is used for traffic control, the cones shown along the centerline need not be placed. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

12-5.04 PAYMENT

Flagging costs are paid for as specified in section 12-1.03.

A traffic control system required by change order work is paid for as a part of the change order work.

Replace the paragraph in section 12-6.04 with:

Not Used

16 CLEARING AND GRUBBING

Replace the 4th paragraph in section 16-1.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines.

17 WATERING

Replace the 1st sentence of the paragraph in section 17-1.02 with:

Water must be nonpotable. Nonpotable water must be either recycled water or nonpotable water developed from other sources.

19 EARTHWORKS

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

73 CONCRETE CURBS AND SIDEWALKS

Add to section 73-1.01A:

The Contractor shall finish a new surface improvement in full compliance with all of the ADA requirements such as the requirements of maximum travel slope, maximum cross slope, and the minimum of clearance. The Contractor shall be solely responsible for the replacement of a new surface improvement due to any non-compliant issue. Partial compliance with the ADA requirements shall not be accepted

The Contractor shall understand that the requirements specified as a minimum or a maximum tolerance in accordance with the ADA regulations is for design purposes. It is recommended as a good practice to install facilities and elements at a dimension within the required minimum or maximum ADA tolerance by an amount of the expected field or manufacturing tolerance. By following this practice in the manner described above will better ensure that the facilities and elements accomplish the intended level of accessibility. It will also more often produce an end result of strict and literal compliance with the stated requirements and eliminate enforcement difficulties and issues that might otherwise arise.

Add to section 73-1.02A:

Concrete must be minor concrete complying with section 90-2.

Add to section 73-1.03A:

The Contractor shall schedule operations so that no more than seven ramps are demolished concurrently, and all ramps shall be reconstructed within seven working days of their demolition.

Add before the 1st paragraph in section 73-3.03:

Before placing concrete, verify that forms and site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter site conditions that will not accommodate the design details. Modifications ordered by the Engineer are change order work.

AA

Federal Requirements

ATTACHMENT A SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the **CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS** located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the **CERTIFICATION** referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

a. Describe the role of the DBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

..... Name of Firm Name of Firm
..... Signature Signature
..... Name Name
..... Title Title
..... Date Date

Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

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

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 36 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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 conforming 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 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 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.

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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 contractor). "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.epis.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

Use of United States –flag vessels:

The contractor agrees –

(1) To utilize privately owned United State-flag commercial vessels to ship at least 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 United 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following 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 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 CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties:	19.1 26.1 23.6

	CA Kings; CA Madera; CA Tulare	
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.

Training

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 City/County of _____:

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 City/County of _____'s approval for this submitted information before you start work. The City/County of _____ 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 City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. 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 City/County of _____ 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 of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with 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

Maintain records and submit reports documenting your performance under this section.

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		
		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and 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 the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

MONTHLY DBE TRUCKING VERIFICATION

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
MONTHLY DBE TRUCKING VERIFICATION
CP-CEM-2404(F) (NEW 12/99)

CONTRACT NO.			MONTH				YEAR
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
TOTAL AMOUNT PAID					\$		
PRIME CONTRACTOR			BUSINESS ADDRESS			BUSINESS PHONE NO.	
* Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.							
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVE'S SIGNATURE			TITLE			DATE	

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

Form CP-CEM 2404 (F)(NEW 12/99)
MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original CEM-1201 according to the *Standard Specifications*. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

When an entire item is subcontracted, show the contractor's bid price.

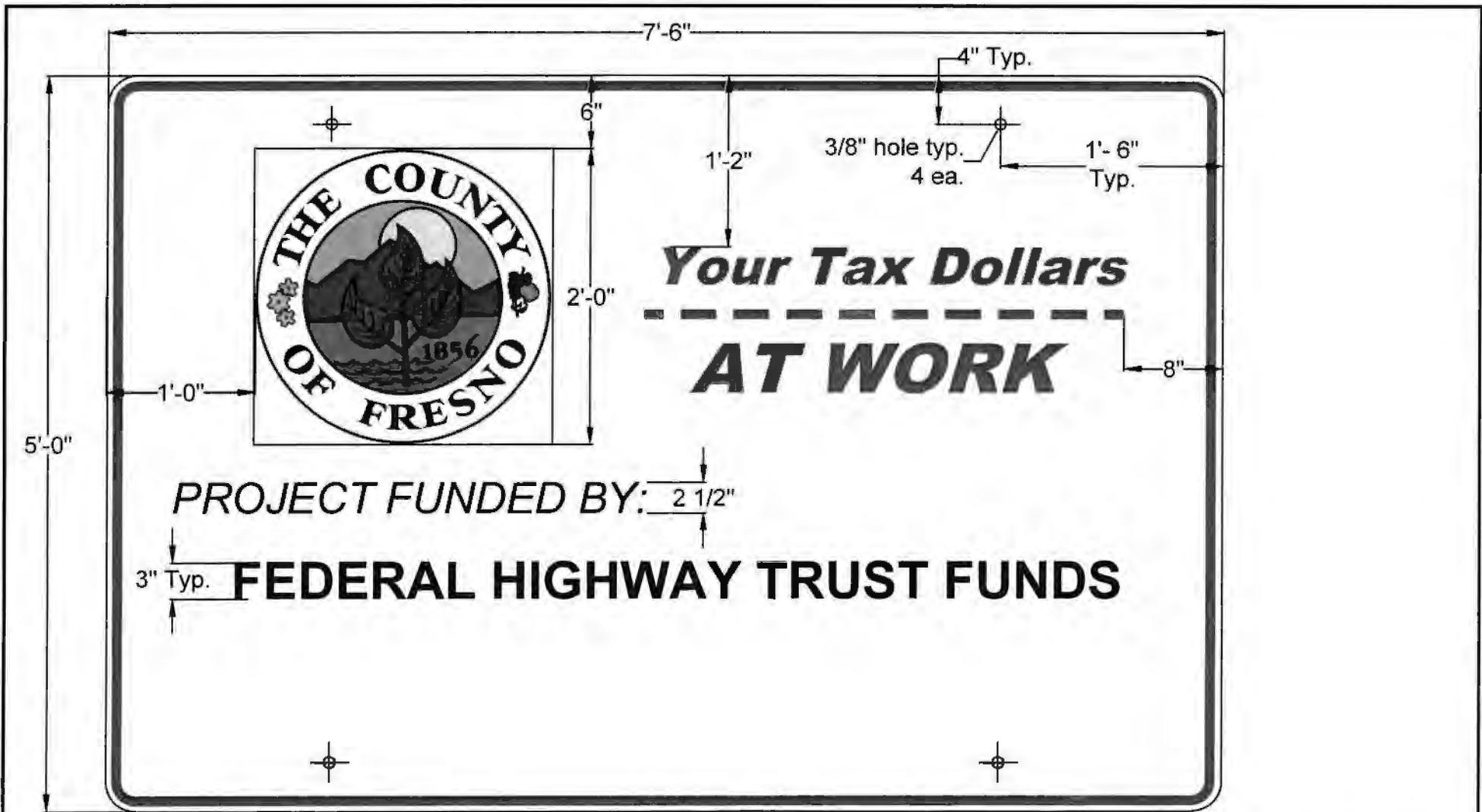
When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

In August 2008, the *Standard Specifications* were amended to eliminate specialty items. Enter Zeros or applicable amounts for specialty items should be entered in lines 2 and 3 of this form, depending on whether the contract includes the amendment.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIE

Project Details

Contract Number 16-02-C

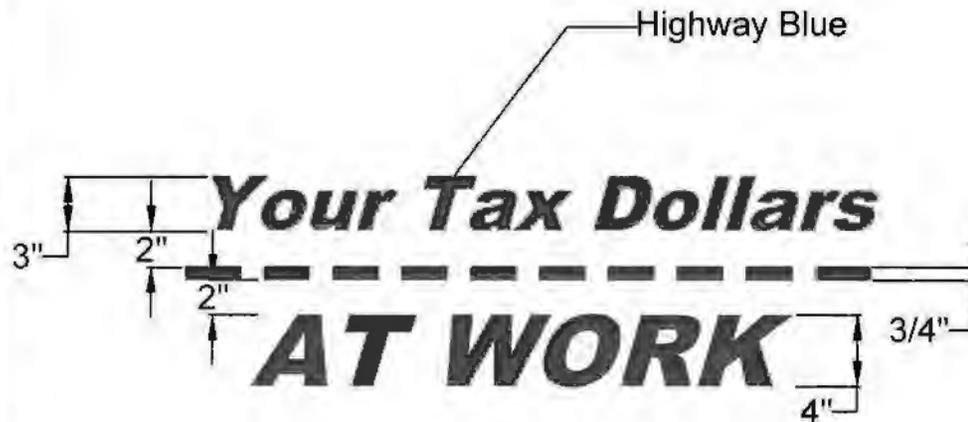


SEE DRAWING NEXT SHEET FOR OTHER DETAILS

DESIGNED: E.AMOB	DATE: 8/18	RECORD DRAWING	SCALE IN FEET	PROJECT	 DEPARTMENT OF PUBLIC WORKS AND PLANNING CONSTRUCTION FUNDING SIGN
DRAWN: E.AMOB	DATE: 5/18	REVISIONS	NTS	CALWA ADA PATHS ON GROVE AVE & JENSEN AVE	
CHECKED: XXXX	DATE: XX/XX				

NOTES:

1. The legend of sign shall be black on a white background (non-reflective)
2. The border of the sign shall be blue (non-reflective)
3. Project funding signs shall conform to Section 12 of the State of California 2010 Standard Specifications



Highway Blue

Standard County Seal
 Engineer will provide an adhesive backed copy to be located as shown on the drawing.

DESIGNED: E.ANGER DRAWN: E.ANGER CHECKED: XXXX	DATE: 5/18 5/18 XX/XX	RECORD DRAWING PERCENT ENGINEER: _____ DATE: _____ DATE: _____	SCALE IN FEET NTS	SUPERVISING ENGINEER: _____ JTB	PROJECT CALWA ADA PATHS ON GROVE AVE & JENSEN AVE		DEPARTMENT OF PUBLIC WORKS AND PLANNING CONSTRUCTION FUNDING SIGN
ROAD NO.: _____ BRIDGE NO.: _____		DRAWING NO.: _____ SHEET NO.: _____ TOTAL: 2					

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Add to the 1st table in section 1-1.06:

04-19-13

LCS	Department's lane closure system
POC	pedestrian overcrossing
QSD	qualified SWPPP developer
QSP	qualified SWPPP practitioner
TRO	time-related overhead
WPC	water pollution control

Delete the abbreviation and its meaning for *UDBE* in the 1st table of section 1-1.06.

06-20-12

Delete "Contract completion date" and its definition in section 1-1.07B.

10-19-12

Delete "critical delay" and its definition in section 1-1.07B.

10-19-12

Replace "day" and its definition in section 1-1.07B with:

10-19-12

day: 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
 - 2.1. Saturday and holiday.
 - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
 - 2.2.1. Adverse weather-related conditions.
 - 2.2.2. Maintaining traffic under the Contract.
 - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
 - 2.2.4. Unanticipated event not caused by either party such as:
 - 2.2.4.1. Act of God.
 - 2.2.4.2. Act of a public enemy.
 - 2.2.4.3. Epidemic.
 - 2.2.4.4. Fire.
 - 2.2.4.5. Flood.
 - 2.2.4.6. Governor-declared state of emergency.
 - 2.2.4.7. Landslide.
 - 2.2.4.8. Quarantine restriction.
 - 2.2.5. Issue involving a third party, including:
 - 2.2.5.1. Industry or area-wide labor strike.
 - 2.2.5.2. Material shortage.
 - 2.2.5.3. Freight embargo.
 - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
 - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
 - 2.3. Day during a concurrent delay.
3. **original working days:**

- 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost plus time based bid.
- 3.2. Working days bid to complete the work for a cost plus time based bid.

Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

Replace "Contract" in the definition of "early completion time" in section 1-1.07B with:

10-19-12

work

Replace "excusable delay" and its definition in section 1-1.07B with:

10-19-12

delay: Event that extends the completion of an activity.

- 1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began such as:
 - 1.1. Change in the work
 - 1.2. Department action that is not part of the Contract
 - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
 - 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
 - 1.5. Department's failure to obtain timely access to the right-of-way
 - 1.6. Department's failure to review a submittal or provide notification in the time specified
- 2. **critical delay:** Excusable delay that extends the scheduled completion date
- 3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
 - 3.1. Critical delay
 - 3.2. Delay to a controlling activity caused by you
 - 3.3. Non-working day

Replace "project" in the definition of "scheduled completion date" in section 1-1.07B with:

10-19-12

work

Add to section 1-1.07B:

10-19-12

Contract time: Number of original working days as adjusted by any time adjustment.

06-20-12

Disadvantaged Business Enterprise: Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

Replace "PO BOX 911" in the District 3 mailing address in the table in section 1-1.08 with:

04-20-12

703 B ST

Make your request at least 7 days before viewing. Include in your request:

1. District-County-Route
2. Contract number
3. Viewing date
4. Contact information, including telephone number

For rock cores, also include the bridge number in your request.

If bridge as-built drawings are available:

1. For a project in District 1 through 6 or 10, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357
2. For a project in District 7, 8, 9, 11, or 12, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357, and they are available at the Office of Structure Maintenance and Investigations, Los Angeles, CA, telephone (213) 897-0877

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust dimensions of the work to fit existing conditions.

2-1.06C–2-1.06D Reserved

2-1.07 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

2-1.08 RESERVED

2-1.09 BID ITEM LIST

Submit a bid based on the bid item quantities the Department shows on the Bid Item List.

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

The Subcontractor List form must show the name, address, and work portions to be performed by each subcontractor listed. Show work portions by bid item number, description, and percentage of each bid item subcontracted.

2-1.11 RESERVED

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

Section 2-1.12 applies to a federal-aid contract.

Under 49 CFR 26.13(b):

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

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

2-1.12B Disadvantaged Business Enterprise Goal

2-1.12B(1) General

Section 2-1.12B applies if a DBE goal is shown on the *Notice to Bidders*.

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department 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 on the *Notice to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify that the at the bid opening date the DBE firm is certified as DBE by the CA Unified Certification Program.

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

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

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies, if they are obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

2-1.12B(2) DBE Commitment Submittal

Submit DBE information under section 2-1.33.

Bidders other than the apparent low bidder, the 2nd low bidder, and the 3rd low bidder are not required to submit the DBE commitment form unless the Department requests it. If the Department requests a DBE commitment form from you, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE shown on the form stating that it will be 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 will be participating in the Contract.

2-1.12B(3) Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the Good Faith Efforts Documentation under section 2-1.33 showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered.

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 submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

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

2-1.13–2-1.14 RESERVED

2-1.15 DISABLED VETERAN BUSINESS ENTERPRISES

2-1.15A General

Section 2-1.15 applies to a non-federal-aid contract.

Take necessary and reasonable steps to ensure that DVBEs have opportunity to participate in the Contract.

Comply with Mil & Vet Code § 999 et seq.

2-1.15B Projects \$5 Million or Less

Section 2-1.15B applies to a project with an estimated cost of \$5 million or less.

Make work available to DVBEs and select work parts consistent with available DVBE subcontractors and suppliers.

Meet the goal shown on the *Notice to Bidders*.

Complete and submit the Certified DVBE Summary form under section 2-1.33. List all DVBE participation on this form.

If a DVBE joint venture is used, submit the joint venture agreement with the Certified DVBE Summary form.

List each 1st-tier DVBE subcontractor on the Subcontractor List form regardless of percentage of the total bid.

2-1.15C Projects More Than \$5 Million

2-1.15C(1) General

Section 2-1.15C applies to a project with an estimated cost of more than \$5 million.

The Department encourages bidders to obtain DVBE participation to ensure the Department achieves its State-mandated overall DVBE goal.

If you obtain DVBE participation:

1. Complete and submit the Certified DVBE Summary form under section 2-1.33. List all DVBE participation on this form.
2. List each 1st tier DVBE subcontractor in the Subcontractor List form regardless of percentage of the total bid.

If a DVBE joint venture is used, submit the joint venture agreement with the Certified DVBE Summary form.

2-1.15C(2) DVBE Incentive

The Department grants a DVBE incentive to each bidder who achieves a DVBE participation of 1 percent or greater (Mil & Vet Code 999.5 and Code of Regs § 1896.98 et seq.).

To receive this incentive, submit the Certified DVBE Summary form under section 2-1.33.

Bidders other than the apparent low bidder, the 2nd low bidder, and the 3rd low bidder may be required to submit the Certified DVBE Summary form if the bid ranking changes. If the Department requests a Certified DVBE Summary form from you, submit the completed form within 4 business days of the request.

2-1.15C(3) Incentive Evaluation

The Department applies the small business and non–small business preference during bid verification and proceeds with the evaluation specified below for DVBE incentive.

The DVBE incentive is a reduction, for bid comparison only, in the total bid submitted by the lesser of the following amounts:

1. Percentage of DVBE achievement rounded to 2 decimal places of the verified total bid of the low bidder
2. 5 percent of the verified total bid of the low bidder
3. \$250,000

The Department applies DVBE incentive and determines whether bid ranking changes.

A non–small business bidder cannot displace a small business bidder. However, a small business bidder with higher DVBE achievement can displace another small business bidder.

The Department proceeds with awarding the contract to the new low bidder and posts the new verified bid results at the Department's Web site.

2-1.16–2-1.17 RESERVED

2-1.18 SMALL BUSINESS AND NON–SMALL BUSINESS SUBCONTRACTOR PREFERENCES

2-1.18A General

Section 2-1.18 applies to a non-federal-aid contract.

The Department applies small business preferences and non–small business preferences under Govt Code § 14835 et seq. and 2 CA Code of Regs § 1896 et seq.

Any contractor, subcontractor, supplier, or service provider who qualifies as a small business is encouraged to apply for certification as a small business by submitting its application to the Department of General Services, Office of Small Business and DVBE Services.

Contract award is based on the total bid, not the reduced bid.

2-1.18B Small Business Preference

The Department allows a bidder certified as a small business by the Department of General Services, Office of Small Business and DVBE Services, a preference if:

1. Bidder submitted a completed Request for Small Business Preference or Non–Small Business Preference form with its bid
2. Low bidder did not request the preference or is not certified as a small business

The bidder's signature on the Request for Small Business Preference or Non–Small Business Preference form certifies that the bidder is certified as a small business at the date and time of bid or has submitted a complete application to the Department of General Services. The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on the bid opening date.

The Department of General Services determines whether a bidder was certified on the bid opening date. The Department of Transportation confirms the bidder's status as a small business before applying the small business preference.

The small business preference is a reduction for bid comparison in the total bid submitted by the small business contractor by the lesser of the following amounts:

1. 5 percent of the verified total bid of the low bidder
2. \$50,000

If the Department determines that a certified small business bidder is the low bidder after the application of the small business preference, the Department does not consider a request for non–small business preference.

2-1.18C Non–Small Business Subcontractor Preference

The Department allows a bidder not certified as a small business by the Department of General Services, Office of Small Business and DVBE Services, a preference if:

1. Bidder submitted a completed Request for Small Business Preference or Non–Small Business Preference form with its bid
2. Certified Small Business Listing for the Non–Small Business Preference form shows that you are subcontracting at least 25 percent to certified small businesses

Each listed subcontractor and supplier must be certified as a small business at the date and time of bid or must have submitted a complete application to the Department of General Services. The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on the bid opening date.

The non–small business subcontractor preference is a reduction for bid comparison in the total bid submitted by the non–small business contractor requesting the preference by the lesser of the following amounts:

1. 5 percent of the verified total bid of the low bidder
2. \$50,000

2-1.19–2-1.26 RESERVED

2-1.27 CALIFORNIA COMPANIES

Section 2-1.27 applies to a non-federal-aid contract.

Under Pub Cont Code § 6107, the Department gives preference to a "California company," as defined, for bid comparison purposes over a nonresident contractor from any state that gives or requires a preference to be given to contractors from that state on its public entity construction contracts.

Complete a California Company Preference form.

The California company reciprocal preference amount is equal to the preference amount applied by the state of the nonresident contractor with the lowest responsive bid unless the California company is eligible for a small business preference or a non–small business subcontractor preference, in which case the preference amount is the greater of the two, but not both.

If the low bidder is not a California company and a California company's bid with reciprocal preference is equal to or less than the lowest bid, the Department awards the contract to the California company on the basis of its total bid.

2-1.28 RESERVED

2-1.29 OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations specified in section 9-1.07. To opt out, submit a completed Opt Out of Payment Adjustments for Price Index Fluctuations form under section 2-1.33.

2-1.30–2-1.32 RESERVED

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

Complete forms in the *Bid* book.

For a paper bid, submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

For an electronic bid, complete and submit the *Bid* book under the *Electronic Bidding Guide* at the Bidders' Exchange website.

Submit the forms and form information at the times shown in the following table:

Bid Form Submittal Schedule				
Contract type	Forms to be submitted at the time of bid	Forms to be submitted no later than 24 hours after bid opening ^a	Forms to be submitted no later than 4 p.m. on the 2nd business day after bid opening ^a	Forms to be submitted no later than 4 p.m. on the 4th business day after bid opening ^a
All contracts	<ul style="list-style-type: none"> • Bid to the Department of Transportation • Business name and location; description of subcontracted work on the Subcontractor List • Opt Out of Payment Adjustments for Price Index Fluctuations^c 	<ul style="list-style-type: none"> • Bid item nos. and percentage of bid item subcontracted on the SubcontractorList^b 	--	--
Non-federal-aid contracts only	<ul style="list-style-type: none"> • California Company Preference • Request for Small Business Preference or Non-Small Business Preference^c 	--	<ul style="list-style-type: none"> • Certified Small Business Listing for the Non-Small Business Preference^c 	<ul style="list-style-type: none"> • Certified DVBE Summary^d
Federal-aid contracts only	<ul style="list-style-type: none"> • Small Business Status 	--	--	<ul style="list-style-type: none"> • Caltrans Bidder - DBE - Commitment^e • Good Faith Efforts Documentation - DBE^f

^aThe forms and information may be submitted at the time of bid.

^bIf the information is not submitted at the time of bid, fax it to (916) 227-6282. This after-bid submittal does not apply to an informal-bid contract. For an informal bid contract, submit the completed form at the time of bid.

^cApplicable only if the preference or option is chosen.

^dNot applicable to an informal-bid contract or a project with an estimated cost of more than \$5 million. For an informal bid contract, submit the completed form at the time of bid. For a project with an estimated cost of more than \$5 million, applicable only if you obtain DVBE participation or you are the apparent low bidder, 2nd low bidder, or 3rd low bidder and you choose to receive the specified incentive.

^eIf not submitted at the time of bid, applicable only to the apparent low bidder, 2nd low bidder, and 3rd low bidder.

^fApplicable only if you have not met the DBE goal.

For an electronic bid:

1. Forms to be submitted at the time of bid must be submitted as described in the *Electronic Bidding Guide* or faxed to (916) 227-6282 before the bid opening date and time.
2. Your authorized digital signature is your confirmation of and agreement to all certifications and statements contained in the *Bid* book.
3. On forms and certifications that you submit through the electronic bidding service, you agree that each form and certification where a signature is required is deemed as having your signature. On forms that you submit after bid opening, sign the forms where a signature is required in ink.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

2-1.34 BIDDER'S SECURITY

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer
5. For an electronic bid, electronic bidder's bond by an admitted surety insurer submitted using an electronic registry service approved by the Department.

Submit cash, cashier's check, certified check, or bidder's bond to the Department at the Bidders Exchange before the bid opening time.

Submit electronic bidder's bond with the electronic bid.

If using a bidder's bond, you may use the form in the *Bid* book. If you do not use the form in the *Bid* book, use a form containing the same information.

2-1.35–2-1.39 RESERVED

2-1.40 BID WITHDRAWAL

For a paper bid:

1. An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid.
2. After the bid opening time, you cannot withdraw a bid.

For an electronic bid:

1. Bids are not filed with the Department until the date and time of bid opening.
2. A bidder may withdraw or revise a bid after it has been submitted to the electronic bidding service if this is done before the bid opening date and time.

2-1.41–2-1.42 RESERVED

2-1.43 BID OPENING

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

2-1.44–2-1.45 RESERVED

2-1.46 DEPARTMENT'S DECISION ON BID

The Department's decision on the bid amount is final.

The Department may reject:

1. All bids
2. A nonresponsive bid

2-1.47 BID RELIEF

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the Office Engineer. The Relief of Bid Request form is available at the Department's website.

2-1.48 RESERVED

2-1.49 SUBMITTAL FAILURE HISTORY

The Department considers a bidder's past failure to submit documents required after bid opening in determining a bidder's responsibility.

Replace "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 5-1.13B(2) with:

Performance of

06-20-12

Delete *U* in *UDBE* at each occurrence in section 5-1.13B(2).

06-20-12

Replace the 3rd paragraph of section 5-1.13B(2) with:

06-20-12

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 Department.

Replace item 6 in the list in the 4th paragraph of section 5-1.13B(2) with:

06-20-12

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

Add to the list in the 4th paragraph of section 5-1.13B(2):

06-20-12

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. Department determines other documented good cause.

Add between the 4th and 5th paragraphs of section 5-1.13B(2):

07-20-12

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department 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. 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 DBE to you regarding the request

Add between "terminated" and ", you" in the 5th paragraph of section 5-1.13B(2):

07-20-12

or substituted

Replace the paragraphs of section 5-1.13C with:

11-15-13

Section 5-1.13C applies to a non-federal-aid contract.

Use each DVBE as shown on the *Certified DVBE Summary* form unless you receive authorization from the Department for a substitution. The substitute must be another DVBE unless DVBEs are not available, in which case, you must substitute with a small business. Any authorization for a substitute is contingent upon the Department of General Services' approval of the substitute.

The requirement that DVBEs be certified by the bid opening date does not apply to DVBE substitutions after Contract award.

The Department authorizes substitutions for any of the reasons provided in 2 CA Code of Regs § 1896.73.

Include in your substitution request:

1. Copy of the written notice issued to the DVBE with proof of delivery
2. Copy of the DVBE's response to the notice
3. Name and certification number of the listed DVBE and the proposed substitute

Requests for substitutions of a listed DVBE with a small business must include documentation of the unavailability of DVBEs, including:

1. Contact with the small business/DVBE advocate from the Department and the Department of Veterans Affairs
2. Search results from the Department of General Services' website of available DVBEs
3. Communication with a DVBE community organization nearest the job site, if applicable
4. Documented communication with the DVBE and small businesses describing the work to be performed, the percentage of the total bid, the corresponding dollar amount, and the responses to the communication

The Department forwards your substitution request to the Department of General Services. The Department of General Services issues a notice of approval or denial. The Department provides you this notice.

If you fail to use a listed DVBE without an authorized substitution request, the Department issues a penalty of up to 10 percent of the dollar amount of the work of the listed DVBE.

Maintain records of subcontracts made with DVBEs. Include in the records:

1. Name and business address of each business
2. Total amount paid to each business

For the purpose of determining compliance with Pub Cont Code § 10115 et seq.:

1. Upon work completion, complete and submit *Final Report - Utilization of Disabled Veteran Business Enterprises (DVBE) State Funded Projects Only* form.
2. Upon reasonable notice and during normal business hours, permit access to its premises for the purposes of:
 - 2.1. Interviewing employees.
 - 2.2. Inspecting and copying books, records, accounts and other material that may be relevant to a matter under investigation.

Replace "Reserved" in section 5-1.20C with:

10-19-12

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in the *Information Handout* in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

Add between the 2nd and 3rd paragraphs of section 5-1.23A:

10-19-12

Submit action and informational submittals to the Engineer.

calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Replace the 2nd paragraph of section 7-1.11A with:

07-27-12

A copy of form FHWA-1273 is included in section 7-1.11B. The training and promotion section of section II refers to training provisions as if they were included in the special provisions. The Department specifies the provisions in section 7-1.11D of the *Standard Specifications*. If a number of trainees or apprentices is required, the Department shows the number on the *Notice to Bidders*. Interpret each FHWA-1273 clause shown in the following table as having the same meaning as the corresponding Department clause:

FHWA-1273 Nondiscrimination Clauses

FHWA-1273 section	FHWA-1273 clause	Department clause
Training and Promotion	In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.	If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.
Records and Reports	If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.	If the Contract requires on-the-job training, collect and report training data.

Replace the form in section 7-1.11B with:

07-20-12

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

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.

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).

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 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.

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.

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.

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.

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).

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.

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.

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

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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 qualified 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 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 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 to 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.

Replace "Contract" in the 3rd paragraph of section 8-1.02D(2) with:

10-19-12

work

Replace "Contract" in item 9 in the list in the 4th paragraph of section 8-1.02D(4) with:

10-19-12

work

Replace "Contract completion" in the 4th paragraph of section 8-1.02D(6) with:

10-19-12

work completion

Replace "Contract working days" in the 4th paragraph of section 8-1.02D(6) with:

10-19-12

original working days

Delete items 1.3 and 1.4 in the list in the 1st paragraph of section 8-1.02D(10).

04-20-12

Replace the last paragraph of section 8-1.04B with:

10-19-12

The Department does not adjust time for starting before receiving notice of Contract approval.

Replace the 1st paragraph of section 8-1.05 with:

10-19-12

Contract time starts on the last day specified to start job site activities in section 8-1.04 or on the day you start job site activities, whichever occurs first.

Replace the 2nd paragraph of section 8-1.05 with:

10-19-12

Complete the work within the Contract time.

Delete "unless the Contract is suspended for reasons unrelated to your performance" in the 4th paragraph of section 8-1.05.

10-19-12

Replace the headings and paragraphs in section 8-1.06 with:

10-19-12

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified under sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

Cost	Percent markup
Labor	30
Materials	10
Equipment rental	10

Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

04-20-12

Replace the formula in section 9-1.07B(2) with:

$$Qh = HMATT \times Xa$$

04-20-12

Replace "weight of dry aggregate" in the definition of the variable Xa in section 9-1.07B(2) with:

total weight of HMA

04-20-12

Replace the formula in section 9-1.07B(3) with:

$$Qrh = RHMATT \times 0.80 \times Xarb$$

04-20-12

Replace "weight of dry aggregate" in the definition of the variable $Xarb$ in section 9-1.07B(3) with:

total weight of rubberized HMA

04-20-12

Replace the heading of section 9-1.07B(4) with:

Hot Mix Asphalt with Modified Asphalt Binder

04-20-12

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

HMA with

04-20-12

Replace the formula in section 9-1.07B(4) with:

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

04-20-12

Replace "weight of dry aggregate" in the definition of the variable $Xmab$ in section 9-1.07B(4) with:

total weight of HMA

04-20-12

Replace the formula in section 9-1.07B(5) with:

$$Qrap = HMATT \times Xaa$$

04-20-12

Replace "weight of dry aggregate" in the definitions of the variables *Xaa* and *Xfa* in section 9-1.07B(5) with:

04-20-12

total weight of HMA

Add after the variable definitions in section 9-1.07B(9):

04-20-12

The quantity of extender oil is included in the quantity of asphalt.

Replace the headings and paragraphs in section 9-1.11 with:

10-19-12

9-1.11A General

Section 9-1.11 applies if a bid item for time-related overhead is included in the Contract. If a bid item for time-related overhead is included, you must exclude the time-related overhead from every other bid item price.

9-1.11B Payment Quantity

The TRO quantity does not include the number of working days to complete plant establishment work.

For a contract with a TRO lump sum quantity on the Bid Item List, the Department pays you based on the following conversions:

1. LS unit of measure is replaced with WDAY
2. Lump sum quantity is replaced with the number of working days bid
3. Lump sum unit price is replaced with the item total divided by the number of working days bid

9-1.11C Payment Inclusions

Payment for the TRO bid item includes payment for time-related field- and home-office overhead for the time required to complete the work.

The field office overhead includes time-related expenses associated with the normal and recurring construction activities not directly attributed to the work, including:

1. Salaries, benefits, and equipment costs of:
 - 1.1. Project managers
 - 1.2. General superintendents
 - 1.3. Field office managers
 - 1.4. Field office staff assigned to the project
2. Rent
3. Utilities
4. Maintenance
5. Security
6. Supplies
7. Office equipment costs for the project's field office

The home-office overhead includes the fixed general and administrative expenses for operating your business, including:

1. General administration
2. Insurance
3. Personnel and subcontract administration
4. Purchasing
5. Accounting
6. Project engineering and estimating

Payment for the TRO bid item does not include payment for:

1. The home-office overhead expenses specifically related to:
 - 1.1. Your other contracts or other businesses
 - 1.2. Equipment coordination
 - 1.3. Material deliveries
 - 1.4. Consultant and legal fees
2. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract
3. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements
4. Additional overhead involved in performing additional work that is not a controlling activity
5. Overhead costs incurred by your subcontractors of any tier or suppliers

9-1.11D Payment Schedule

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the *Weekly Statement of Working Days*.

For progress payments, the Department pays a unit price equal to the lesser of the following amounts:

1. Price per working day as bid or as converted under section 9-1.11B.
2. 20 percent of the total bid divided by the number of original working days

For a contract without plant establishment work, the Department pays you the balance due of the TRO item total as specified in section 9-1.17B.

For a contract with plant establishment work, the Department pays you the balance due of the TRO item total in the 1st progress payment after all non-plant establishment work is completed.

9-1.11E Payment Adjustments

The 3rd paragraph of section 9-1.17C does not apply.

The Department does not adjust the unit price for an increase or decrease in the TRO quantity except as specified in section 9-1.11E.

Section 9-1.17D(2)(b) does not apply except as specified for the audit report below.

If the TRO bid item quantity exceeds 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity. For the adjustment, submit an audit report within 60 days of the Engineer's request. The report must be prepared as specified for an audit report for an overhead claim in section 9-1.17D(2)(b).

Within 20 days of the Engineer's request, make your financial records available for an audit by the State for the purpose of verifying the actual rate of TRO described in your audit. The actual rate of TRO described is subject to the Engineer's authorization.

The Department pays the authorized actual rate for TRO in excess of 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B.

The Department pays for 1/2 the cost of the report; the Contractor pays for the other 1/2. The cost is determined under section 9-1.05.

Replace the paragraphs of section 9-1.16D with:

07-19-13

9-1.16D(1) General

Section 9-1.16D applies if a bid item for mobilization is shown on the Bid Item List.

Payments for mobilization made under section 9-1.16D are in addition to the partial payments made under Pub Cont Code § 10261.

Replace the table in the 3rd paragraph of section 11-3.01A with:

07-19-13

AWS code	Year of adoption
D1.1	2010
D1.3	2008
D1.4	2011
D1.5	2010
D1.6	2007
D1.8	2009

Replace "does" in the definition of "continuous inspection" in section 11-3.01B with:

07-19-13

do

Replace "gross nonconformance" and its definition in section 11-3.01B with:

07-19-13

gross nonconformance: Rejectable indications are present in more than 20 percent of the tested weld length.

Replace the introductory clause in the 1st paragraph of section 11-3.01C with:

07-19-13

Replace clause 6.1.3 of AWS D1.1, the 1st paragraph of clause 7.1.2 of AWS D1.4, and clause 6.1.2 of AWS D1.5 with:

Replace the 3rd paragraph of section 11-3.01C with:

07-19-13

For each inspection, including fit-up, WPS verification, and final weld inspection, the QC Inspector must confirm and document compliance with the specifications, AWS welding codes, and any referenced drawings.

Replace the paragraphs in section 11-3.01D with:

07-19-13

The Engineer has the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means determined by the Engineer. If welding will be performed without gas shielding, then qualification must also include welding without gas shielding.

Replace clause 6.14.6.1 of AWS D1.1, clause 7.8 of AWS D1.4, and clause 6.1.3.4 of AWS D1.5 with:

Personnel performing NDT must be qualified and certified under American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the written practice of the NDT firm. The written practice of the NDT firm must comply with or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports must be one of the following:

1. Certified NDT Level II technicians
2. Level III technicians certified to perform the work of Level II technicians

Replace the heading and the 1st through 3rd paragraphs of section 11-3.01E with:

07-19-13

11-3.01E Weld Joint Details

If weld joint details proposed for use in the work are not prequalified under clause 3 of AWS D1.1 or figure 2.4 or 2.5 of AWS D1.5, submit the proposed WPS and the intended weld joint locations.

Upon authorization of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details must weld an additional qualification test plate using the WPS variables and the weld joint detail to be used in production. The test plate must:

1. Have the maximum thickness to be used in production and a minimum length of 18 inches.
2. Be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria must comply with the applicable AWS codes.

If a nonprequalified weld joint configuration is proposed using a combination of WPSs for work welded under AWS D1.1, you may conduct a single test combining the WPSs to be used in production, if the essential variables, including weld bead placement, of each process are limited to those established in table 4.5 of AWS D1.1.

Replace the 1st paragraph of section 11-3.01F with:

07-19-13

Replace paragraph 3 of clause 6.26.3.2 of AWS D1.5 with:

3. If indications that exhibit these planar characteristics are present at scanning sensitivity, or other evidence exists to suggest the presence of transverse cracks, a more detailed evaluation of the discontinuity by other means must be performed (e.g., alternate UT techniques, RT, grinding, or gouging for visual inspection or MT of the excavated areas.). For welds that have transverse cracks, excavate the full length of the crack plus 2 inches of weld metal on each side adjacent to the crack and reweld.

Replace "section" in the 2nd paragraph of section 11-3.01F with:

07-19-13

clause

Replace the 1st paragraph of section 11-3.02A with:

07-19-13

Except for stud welding, section 11-3.02 applies to (1) work welded under sections 49, 52, 55, and 75-1.03E and (2) work in section 99 that must comply with an AWS welding code.

Replace the 4th through 6th paragraphs of section 11-3.02C(2) with:

07-19-13

Submit an amended welding QC plan or an addendum to the welding QC plan for any changes to:

1. WPSs
2. NDT firms
3. QC personnel or procedures
4. NDT personnel or procedures
5. Systems for tracking and identifying welds
6. Welding personnel

Allow 15 days for the Engineer's review of an amended welding QC plan or an addendum to the welding QC plan.

Submit 7 copies of each authorized QC plan and any authorized addendums. Make 1 copy available at each location where work is performed.

Replace the 1st paragraph of section 11-3.02C(3) with:

07-19-13

Submit a welding report within 7 days following the performance of any welding. The welding report must include:

1. Daily production log for welding for each day that welding is performed
2. Reports of all visual weld inspections and NDT performed, whether specified, additional, or informational
3. Radiographs and radiographic reports, and other required NDT reports
4. Summary of welding and NDT activities that occurred during the reporting period
5. Reports of each application of heat straightening
6. Summarized log listing the rejected lengths of weld by welder, position, process, joint configuration, and piece number
7. Documentation that you have:
 - 7.1. Evaluated all radiographs and radiograph reports and NDT and NDT reports
 - 7.2. Corrected all rejectable deficiencies and that all repaired welds have been reexamined using the required NDT and found acceptable
8. Reports or chart recordings of each application of any stress relieving used
9. Reports and chart recordings for any electroslag welding used

Add between "radiographic" and "envelopes" in the introductory clause in the 3rd paragraph of section 11-3.02C(3):

07-19-13

film

Delete the 3rd sentence in the 5th paragraph of section 11-3.02C(3).

07-19-13

Replace the introductory clause in the 1st paragraph of section 11-3.02D with:

07-19-13

Clauses 6.1.4.1 and 6.1.4.3 of AWS D1.1, the 2nd paragraph of clause 7.1.2 of AWS D1.4, clauses 6.1.3.1 through 6.1.3.3 of AWS D1.5, and clause 7.2.3 of AWS D1.8 are replaced with:

Replace items 1 and 2 in the list in the 2nd paragraph of section 11-3.02D with:

07-19-13

1. Work is welded at a permanent fabrication or manufacturing plant that is certified under the AISC Certification Program for Steel Bridge Fabricators, Intermediate Bridges, and Fracture-Critical Member endorsement if required.
2. Structural steel for building construction work is performed at a permanent fabrication or manufacturing plant that is certified under the AISC Quality Certification Program, Category STD, Standard for Steel Building Structures.

Delete the 3rd paragraph of section 11-3.02D.

07-19-13

Add after "Display" in item 4 in the list in the 2nd paragraph of section 12-3.03B:

or Alternating Diamond

04-19-13

Replace "project" in the 3rd paragraph of section 12-3.07C with:

work

10-19-12

Add to section 12-3:

12-3.18 AUTOMATED WORK ZONE INFORMATION SYSTEM

Reserved

07-19-13

12-3.19–12-3.25 RESERVED

Replace the 7th through 9th paragraphs of section 12-4.02A with:

If pedestrian traffic is allowed to pass through construction areas, provide a temporary pedestrian facility through the construction areas within the highway. Include protective overhead covering as necessary to ensure protection from falling objects and drippings from overhead structures.

07-19-13

At locations where pedestrian openings through falsework are required, provide a temporary pedestrian facility with protective overhead covering during all bridge construction activities.

Temporary pedestrian facilities must comply with section 12-7.

If an activity requires a closure of a walkway, another walkway must be made available nearby, off of the traveled way.

07-19-13

Delete the 12th paragraph of section 12-4.02A.

Replace section 12-4.03 with:

07-19-13

12-4.03 CLOSURE SCHEDULES AND CONDITIONS

12-4.03A General

Submit closure schedule requests and closure schedule amendments using LCS to show the locations and times of the requested closures.

The Department provides LCS training. Request the LCS training at least 30 days before submitting the 1st lane closure request. The Department provides the training within 15 days after your request. The training may be web based.

Except for web-based training, the training is held at a time and location you and the Engineer agree to.

For web-based training, the Engineer provides you the website address to access the training.

Within 5 business days after completion of the training, the Department provides LCS accounts and user identifications to your assigned, trained representatives.

Each representative must maintain a unique password and current user information in the LCS.

12-4.03B Closure Schedules

Every Monday by noon, submit a closure schedule request of planned closures for the next week period. The next week period is defined as Sunday noon through the following Sunday noon.

Submit a closure schedule request not less than 25 days and not more than 125 days before the anticipated start of any activity that reduces:

1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or less due to activities such as temporary barrier placement and paving
2. Vertical clearances of traveled way, including shoulders, due to activities such as pavement overlays, overhead sign installation, falsework, or girder erection

Submit closure schedule amendments, including adding additional closures, by noon at least 3 business days before a planned closure.

Cancel closure requests using LCS at least 48 hours before the start time of the closure.

You will be notified through LCS of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

The Engineer may reschedule a closure cancelled due to unsuitable weather.

If a closure is not opened to traffic by the specified time, suspend work. No further closures are allowed until the Engineer has reviewed and authorized a work plan submitted by you that ensures that future closures will be opened to traffic by the specified time. Allow 2 business days for review of your proposed work plan. The Department does not compensate you for your losses due to the suspension of work resulting from the late opening of closures.

Notify the Engineer of delays in your activities caused by:

1. Your closure schedule request being denied although your requested closures are within the specified time frame allowed for closures. The Department does not compensate you for your losses due to amendments to the closure schedule that are not authorized.
2. Your authorized closure being denied.

If you are directed to remove a closure before the time designated in the authorized closure schedule, you will be compensated for the delay.

12-4.03C Contingency Plan

Section 12-4.03C applies if a contingency plan is specified in the special provisions or if a contingency plan is requested.

If a contingency plan is requested, submit the contingency plan within 1 business day of the request.

The contingency plan must identify the activities, equipment, processes, and materials that may cause a delay in the opening of a closure to traffic. The plan must include:

1. List of additional or alternate equipment, materials, or workers necessary to ensure continuing activities and on-time opening of closures if a problem occurs. If the additional or alternate equipment, materials, or workers are not on site, specify their location, the method for mobilizing these items, and the required time to complete mobilization.
2. General time-scaled logic diagram displaying the major activities and sequence of planned operations. For each activity, identify the critical event when the contingency plan will be activated.

Based on the Engineer's review, additional materials, equipment, workers, or time to complete activities from that specified in the contingency plan may be required.

Submit revisions to a contingency plan at least 3 business days before starting the activity requiring a contingency plan. Allow 2 business days for review of the revised contingency plan.

Replace section 12-7 with:

07-19-13

12-7 TEMPORARY PEDESTRIAN FACILITIES

12-7.01 GENERAL

Section 12-7 includes specifications for constructing temporary pedestrian facilities.

Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Design temporary pedestrian facilities with protective overhead covering to support all imposed loads.

The design load and maximum allowable stresses for temporary pedestrian facilities with protective overhead covering must comply with section 48-2.01D(3). The minimum design live load for the temporary pedestrian facilities with protective overhead covering must be 150 psf for the entire structure.

The minimum width of the temporary pedestrian facilities with protective overhead covering between the inside face of handrails must be 60 inches. The clear height of the temporary pedestrian facilities with protective overhead covering measured from the floor surface to the canopy overhead must be at least 8 feet. Provide adequate lighting at all times. Lighting must comply with section 86-6.13.

Submit shop drawings with supporting calculations for temporary pedestrian facilities with protective overhead covering. Shop drawings and calculations must be signed by an engineer who is registered as a civil engineer in the State.

12-7.02 MATERIALS

Walkways must be surfaced with HMA, portland cement concrete, or wood. The surface must be skid resistant and free of irregularities.

Hand railings must be S4S lumber and painted white.

Protective overhead covering of temporary pedestrian facilities must be plywood at least 3/4 inch thick or wood planking with a nominal thickness of 2 inches minimum.

12-7.03 CONSTRUCTION

Construct hand railings on each side of a temporary pedestrian facility as necessary to protect pedestrian traffic from hazards due to work activities or adjacent vehicular traffic.

Maintain temporary pedestrian facilities in good condition and keep them clear of obstructions.

12-7.04 PAYMENT

Not Used

AA

13 WATER POLLUTION CONTROL

11-15-13

04-19-13

Delete item 3 in the list in the 4th paragraph of section 13-1.01A.

Add to section 13-1.01A:

11-15-13

Comply with the Department's general permit issued by the State Water Resources Control Board for *Order No. 2012-0011-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)*. The Department's general permit governs stormwater and nonstormwater discharges from the Department's properties, facilities, and activities. The

Department's general permit may be viewed at the Web site for the State Water Resources Control Board, Storm Water Program, Caltrans General Permit.

Add to the list in the 1st paragraph of section 13-1.01D(3)(b):

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

10-21-11

Add to the list in the 2nd paragraph of section 13-1.01D(3)(b):

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

10-21-11

Replace "NEL violation" in item 3.6.2 in the list in the 1st paragraph of section 13-1.01D(3)(c) with:

receiving water monitoring trigger

04-19-13

Replace the 1st paragraph in section 13-2.01B with:

Within 7 days after Contract approval, submit 2 copies of your WPCP for review. Allow 5 business days for review.

04-19-13

After the Engineer authorizes the WPCP, submit an electronic copy and 3 printed copies of the authorized WPCP.

If the RWQCB requires review of the authorized WPCP, the Engineer submits the authorized WPCP to the RWQCB for its review and comment. If the Engineer orders changes to the WPCP based on the RWQCB's comments, amend the WPCP within 3 business days.

Replace the 1st paragraph in section 13-3.01B(2)(a) with:

Within 15 days of Contract approval, submit 3 copies of your SWPPP for review. The Engineer provides comments and specifies the date when the review stopped if revisions are required. Change and resubmit a revised SWPPP within 15 days of receiving the Engineer's comments. The Department's review resumes when a complete SWPPP has been resubmitted.

04-19-13

When the Engineer authorizes the SWPPP, submit an electronic copy and 4 printed copies of the authorized SWPPP.

If the RWQCB requires review of the authorized SWPPP, the Engineer submits the authorized SWPPP to the RWQCB for its review and comment. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 10 days.

Replace "NELs" in item 3.1 in the 3rd paragraph of section 13-3.01B(2)(a) with:

receiving water monitoring triggers

04-19-13

Replace section 13-3.01B(6)(c) with:

04-19-13

13-3.01B(6)(c) Receiving Water Monitoring Trigger Report

Whenever a receiving water monitoring trigger is exceeded, notify the Engineer and submit a receiving water monitoring trigger report within 48 hours after conclusion of a storm event. The report must include:

1. Field sampling results and inspections, including:
 - 1.1. Analytical methods, reporting units, and detection limits
 - 1.2. Date, location, time of sampling, visual observation and measurements
 - 1.3. Quantity of precipitation from the storm event
2. Description of BMPs and corrective actions

Replace "NEL" in the 6th paragraph of section 13-3.01C(1) with:

04-19-13

receiving water monitoring trigger

Replace section 13-3.01C(3) with:

04-19-13

13-3.01C(3) Receiving Water Monitoring Trigger

For a risk level 3 project, receiving water monitoring triggers must comply with the values shown in the following table:

Receiving Water Monitoring Trigger				
Parameter	Test method	Detection limit (min)	Unit	Value
pH	Field test with calibrated portable instrument	0.2	pH	Lower limit = 6.0 Upper limit = 9.0
Turbidity	Field test with calibrated portable instrument	1	NTU	500 NTU max

The storm event daily average for storms up to the 5-year, 24-hour storm must not exceed the receiving water monitoring trigger for turbidity.

The daily average sampling results must not exceed the receiving water monitoring trigger for pH.

04-19-13

Delete "and NELs are violated" in the 3rd paragraph of section 13-3.03C.

Replace "working days" at each occurrence in section 13-3.04 with.

10-19-12

original working days

04-19-13

Delete the 1st sentence in the 2nd paragraph of section 13-4.03C(3).

Add between the 2nd and 3rd paragraphs of section 13-4.03C(3):

04-19-13

Manage stockpiles by implementing water pollution control practices on:

1. Active stockpiles before a forecasted storm event
2. Inactive stockpiles according to the WPCP or SWPPP schedule

Replace the paragraph in section 13-4.04 with:

04-20-12

Not Used

Replace "20-7.02D(6)" in section 13-5.02C with:

07-19-13

20-5.03E

Delete "or stockpile" in the 3rd paragraph of section 13-5.02F.

10-19-12

Replace "20-7.03I(10)" in section 13-5.03C with:

07-19-13

20-5.03E(3)

Replace section 13-5.03F with:

04-20-12

13-5.03F Reserved

Delete "or stockpile" in item 1 in the list in the 1st paragraph of section 13-5.03K.

10-19-12

Delete the 3rd paragraph of section 13-5.03K.

10-19-12

Replace the 2nd sentence in the 1st paragraph of section 13-9.01A with:

10-19-12

You may use any of the following systems for temporary concrete washout:

1. Temporary concrete washout facility
2. Portable temporary concrete washout
3. Temporary concrete washout bin

Replace the 2nd paragraph of section 13-9.01B with:

10-19-12

Retain and submit an informational submittal for records of disposed concrete waste.

Delete the 4th paragraph of section 13-9.01B.

10-19-12

diagonal to the traveled way when removing the pavement during the same lane closure as the saw cutting.

You may make additional saw cuts within the sawed outline.

Saw cuts must be the full depth of the pavement unless otherwise shown.

Saw cut at longitudinal and transverse joints to remove entire slabs. For partial-slab areas, the Engineer determines the exact saw-cut locations.

15-2.02B(5)(c) Reserved

15-2.02B(6) Reserved

15-2.02B(7) Payment

Reserved

Replace section 15-2.02G with:

07-19-13

15-2.02G Remove Guardrail

Where removing guardrail, remove any concrete anchors and steel foundation tubes.

Replace the 1st paragraph of section 15-2.02K with:

07-19-13

Box culverts, concrete pipes, inlets, headwalls, and endwalls must be completely removed if any portion of these structures is (1) within 3 feet of the grading plane in excavation areas, (2) within 1 foot of original ground in embankment areas, or (3) shown to be removed.

Replace "Metal beam guard railing" in the table in the 2nd paragraph of section 15-2.03A(2)(a) with:

07-19-13

Guardrail

Replace the heading of section 15-2.03B with:

07-19-13

Salvage Guardrail

Replace the heading of section 15-2.04D with:

07-19-13

Reconstruct Guardrail

Replace section 15-2.09D with:

07-19-13

15-2.09D Reserved

Replace the 4th paragraph of section 15-2.10B with:

01-18-13

Instead of using new materials similar in character to those in the existing structure, you may use raising devices to adjust a manhole to grade. Before starting paving work, measure and fabricate raising devices. Raising devices must:

1. Comply with the specifications for section 75 except that galvanizing is not required
2. Have a shape and size that matches the existing frame

3. Be match marked by painting identification numbers on the device and corresponding structure
4. Result in an installation that is equal to or better than the existing one in stability, support, and nonrocking characteristics
5. Be fastened securely to the existing frame without projections above the surface of the road or into the clear opening

Replace the heading of section 15-2.10D with:

07-19-13

Adjust Guardrail

Replace the paragraphs of section 15-3.01 with:

07-19-13

Section 15-3 includes specifications for removing all or a portion of a concrete facility.

Concrete facilities include curbs, gutters, gutter depressions, sidewalks, driveways, slope paving, island paving, barriers, retaining walls, sound walls, minor structures, aprons, spillways, and dams.

Where broken-concrete slope protection is shown, use removed concrete for the construction of the broken-concrete slope protection.

Instead of disposing of removed concrete by removing it from the job site, you may dispose of it on the job site by one of the following methods:

1. Burying it in embankments at authorized locations. Removed concrete must be broken into pieces that can be readily handled and incorporated into embankments and placed at a depth of at least 3 feet below finished grade and slope lines. Concrete must not be buried in areas where piling is to be placed or within 10 feet of trees, pipelines, poles, buildings or other permanent objects or structures.
2. Placing it at authorized locations. The removed concrete must not present an unsightly appearance from the highway.

Replace the paragraph of section 15-3.02 with:

07-19-13

Not Used

Delete the 5th paragraph of section 15-3.03.

07-19-13

Add to the end of section 15-4.01A(2):

04-19-13

Allow 20 days for review of the bridge removal work plan.

Replace the 1st paragraph of section 15-5.01C(1) with:

10-19-12

Before starting deck rehabilitation activities, complete the removal of any traffic stripes, pavement markings, and pavement markers.

Replace the 2nd and 3rd paragraphs of section 15-5.01C(2) with:

10-19-12

Perform the following activities in the order listed:

1. Abrasive blast the deck surface with steel shot. Perform abrasive blasting after the removal of any unsound concrete and placement of any rapid setting concrete patches.
2. Sweep the deck surface.
3. Blow the deck surface clean using high-pressure air.

Replace the 2nd paragraph of section 15-5.01C(4) with:

10-19-12

Before removing asphalt concrete surfacing, verify the depth of the surfacing at the supports and midspans of each structure (1) in each shoulder, (2) in the traveled way, and (3) at the roadway crown, if a crown is present.

Delete "and concrete expansion dams" in the 3rd paragraph of section 15-5.01C(4).

04-19-13

Replace the 2nd paragraph of section 15-5.03A(2) with:

10-19-12

For a contract with less than 60 original working days, submit certificates of compliance for the filler material and bonding agents.

Replace "51-1.02C" in the 1st paragraph of section 15-5.03B with:

04-19-13

51-1.02F

Replace the 4th paragraph of section 15-5.03B with:

10-19-12

For a contract with less than 60 original working days, alternative materials must be authorized before use.

Add between the 5th and 6th paragraphs of section 15-5.03C:

10-19-12

The final surface finish of the patched concrete surface must comply with section 51-1.03F.

Delete the 4th paragraph of section 15-5.05C.

10-19-12

Replace "51-1.03F(5)" in the 3rd paragraph of section 15-5.06C(1) with:

07-19-13

51-1.01D(4)(b)

Replace "51-1.03E(5)" in the 5th paragraph of section 15-5.06C(1) with:

10-19-12

51-1.03F(5)

Delete the 9th paragraph of section 15-5.06C(1).

10-19-12

04-19-13

Delete the 15th paragraph of section 15-5.06C(1).

Add between the 18th and 19th paragraphs of section 15-5.06C(1):

07-19-13

Texture the polyester concrete surface before gelling occurs by longitudinal tining under 51-1.03F(5)(b)(iii), except do not perform initial texturing.

Replace section 15-5.06C(2) with:

04-19-13

15-5.06C(2) Reserved

04-19-13

Delete the 3rd paragraph of section 15-5.06D.

Replace the 1st paragraph in section 15-5.07B(4) with:

10-19-12

Payment for furnishing dowels is not included in the payment for core and pressure grout dowel.

Replace section 15-5.09 with:

04-19-13

15-5.09 POLYESTER CONCRETE EXPANSION DAMS

15-5.09A General

Section 15-5.09 includes specifications for constructing polyester concrete expansion dams.

Polyester concrete expansion dams must comply with the specifications for polyester concrete overlays in section 15-5.06, except a trial slab is not required.

Reinforcement must comply with section 52.

15-5.09B Materials

Not Used

15-5.09C Construction

For new asphalt concrete overlays, place the asphalt concrete overlay before starting polyester concrete activities. Saw cut and remove asphalt concrete at expansion dam locations.

For existing asphalt concrete overlays, remove expansion dams and asphalt concrete to the limits shown. Removing expansion dams must comply with section 15-4 except a bridge removal work plan is not required.

Where a portion of the asphalt concrete overlay is to remain, saw cut a 2-inch-deep neat line along the edge to remain in place before removing the asphalt concrete. Do not damage the existing surfacing to remain in place.

Prepare the deck surface under section 15-5.01C(2).

You may use a mechanical mixer to mix the polyester concrete for expansion dams. The mixer capacity must not exceed 9 cu ft unless authorized. Initiate the resin and thoroughly blend it immediately before mixing it with the aggregate. Mix the polyester concrete for at least 2 minutes before placing.

The application rate of methacrylate resin must be approximately 100 sq ft/gal.

You may place and finish expansion dams using hand methods.

Protect expansion dams from moisture, traffic, and equipment for at least 4 hours after finishing.

Replace the heading of section 19-3.03C with:

04-19-13

19-3.03B(4) Cofferdams

Replace the heading of section 19-3.03D with:

04-19-13

19-3.03B(5) Water Control and Foundation Treatment

Replace the 1st paragraph of section 19-3.03E(3) with:

01-20-12

Compact structure backfill behind lagging of soldier pile walls by hand tamping, mechanical compaction, or other authorized means.

Add to the end of section 19-3.03E(3):

07-19-13

If filter fabric is shown behind the lagging:

1. Immediately before placing the filter fabric, remove any loose or extraneous material and sharp objects from the surface to receive the filter fabric.
2. Handle and place the filter fabric under the manufacturer's instructions. Stretch, align, and place the fabric without wrinkling.
3. Stitch the adjacent borders of filter fabric or overlap the adjacent borders by 12 to 18 inches. If stitching the border, use yarn of a contrasting color. Yarn size and composition must be as recommended by the fabric manufacturer. Use 5 to 7 stitches per inch of seam.
4. Repair any damaged filter fabric by placing a piece of filter fabric large enough to cover the damaged area and comply with the overlapping or stitching requirements.

Replace the 2nd paragraph of section 19-3.03F with:

01-20-12

Do not backfill over or place material over slurry cement backfill until 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

Add between the 2nd and 3rd paragraphs of section 19-3.03K:

01-20-12

Before you excavate for the installation of ground anchors in a wall zone:

1. Complete stability testing
2. Obtain authorization of test data

Replace the 2nd sentence of the 7th paragraph of section 19-3.03K:

01-20-12

Stop construction in unstable areas until remedial measures have been taken. Remedial measures must be submitted and authorized.

Add between the 8th and 9th paragraphs of section 19-3.03K:

01-20-12

When your excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section must extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. Maintain temporary slopes at the ends of each wall section to ensure slope stability.

Replace the 9th paragraph of section 19-3.03K:

01-20-12

Do not excavate to the next underlying excavation lift until the following conditions have been attained for the portion of the soil nail or ground anchor wall in the current excavation lift:

1. Soil nails or ground anchors are installed and grouted.
2. Reinforced shotcrete facing is constructed.
3. Grout and shotcrete have cured for at least 72 hours.
4. Specified tests are complete for that portion of wall and the results are authorized.
5. Soil nail facing anchorages are attached or ground anchors are locked off.

01-18-13

01-20-12

Replace the 2nd sentence in the 7th paragraph of section 19-3.04 with:

01-18-13

Structure excavation more than 0.5 foot from the depth shown is paid for as a work-character change if you request an adjustment or the Engineer orders an adjustment.

Replace "Contract completion time" in the 8th paragraph of section 19-6.03D with:

10-19-12

work completion date

Add to section 19:

01-18-13

19-10-19-20 RESERVED

AA

20 LANDSCAPE

11-15-13

Replace the headings and paragraphs in section 20 with:

07-19-13

20-1 GENERAL

20-1.01 GENERAL

20-1.01A Summary

Section 20-1 includes general specifications for performing landscaping.

If an irrigation system is to be installed in an existing planting area to be maintained, check for plant deficiencies under section 20-3.02A(4) before starting irrigation work.

Perform a functional test for each irrigation system under 20-2.01A(4)(d):

1. Before planting the plants
2. After planting the plants

3. Before the start of the plant establishment work

If a plant is to be transplanted or an irrigation component is to be relocated, transplant plant or protect irrigation components before performing other construction activities in the area.

Perform roadside clearing:

1. As required to prepare the job site for construction work
2. Until the start of the plant establishment work or Contract acceptance, whichever comes first

20-1.01B Definitions

Reserved

20-1.01C Submittals

At least 15 days before applying any pesticide, submit a copy of the licensed pest control adviser's recommendation.

At the end of each week, submit a report documenting the application of all pesticides as an informational submittal. Use form *Report of Chemical Spray Operations*.

Before mixing a pesticide, submit a copy of the registered label for the pesticide as an informational submittal. If unable to copy, allow the Engineer to read the label on the container.

20-1.01D Quality Control and Assurance

20-1.01D(1) General

Obtain a recommendation from a licensed pest control adviser for the use of all pesticides under the Food & Agri Code. The recommendation must include the pesticides to be used, rates of application, methods of application, and application areas.

The pesticide applicator must have an active and valid qualified applicator license or certificate from the Department of Pesticide Regulation.

20-1.01D(2) Progress Inspections

The Engineer will perform progress inspections before:

1. Cultivating work starts
2. Pressure testing of irrigation pipe on the supply side of control valves
3. Testing of low voltage conductors
4. Planting work starts
5. Completion of planting work

Notify the Engineer at least 4 business days before each inspection is required. Allow at least 3 business days for the Engineer's inspection.

Unless otherwise authorized, do not proceed with the next construction activity until the inspection has been completed and any required corrective work has been performed and authorized.

20-1.02 MATERIALS

20-1.02A General

Reserved

20-1.02B Water

Water available from an existing Department-owned facility within the project limits or an irrigation system to be installed under the Contract is furnished at no charge.

If water is not available, make arrangements for supplying water. Water must be of a quality that will promote plant growth.

20-1.02C Pesticides

Pesticides must comply with the Department of Pesticide Regulation.

Insecticide must be imidacloprid.

Rodenticides must be brodifacoum, bromadiolone, or diphacinone.

Do not use oil or pelleted forms of pesticides for weed control.

For weed control, use a pesticide with a photosensitive dye that produces a contrasting color when sprayed on the ground. The color must disappear between 2 to 3 days after being applied. The dye must not stain surfaces or injure plants or wildlife when applied at the manufacturer's recommended application rate.

20-1.03 CONSTRUCTION

20-1.03A General

Take precautions to prevent irrigation water from:

1. Wetting vehicles, pedestrians, and pavement
2. Eroding soil

Dispose of removed, pruned, and damaged vegetative material.

You may reduce removed vegetative material to chips with a maximum thickness of 1/2 inch and spread within the job site at locations determined by the Engineer. Chipped material must not be substituted for wood mulch, nor must the chipped material be placed within areas to receive wood mulch.

20-1.03B Pesticides

Notify the Engineer of pesticide application times at least 24 hours before each application.

Mix and apply pesticides under the requirements of the Department of Pesticide Regulation and the instructions on the pesticide product label.

Do not apply pesticides:

1. On Saturdays and holidays unless authorized
2. Whenever weather and wind conditions are unsuitable for application
3. Within the plant basin
4. On the foliage and woody parts of the plant

If a granular preemergent is used, it must be covered with mulch on the same work day. Do not apply granular preemergent in plant basins.

Do not apply preemergents:

1. To groundcover plants before the plants have been planted a minimum of 3 days and have been thoroughly watered
2. Within 18 inches of trees, shrubs, and seeded areas

20-1.03C Roadside Clearing

20-1.03C(1) General

Perform roadside clearing by:

1. Removing and disposing of trash and debris
2. Controlling the following pests:
 - 2.1. Rodents
 - 2.2. Insects
 - 2.3. Weeds
3. Removing existing plants as described

Control rodents by using rodenticides or traps.

20-1.03C(2) Remove Existing Plants

Remove existing plants as described. Removal of existing plants includes removing their stumps and roots 2 inches or larger in diameter to a minimum depth of 12 inches below finished grade. Backfill holes resulting from stump removal to finished grade with material obtained from adjacent areas.

If a plant is to be planted within existing groundcover area, remove existing groundcover from within an area 6 feet in diameter centered at each plant location.

20-1.03C(3) Weed Control

Control weeds by the use of pesticides, hand pulling, or mowing.

If pesticides are used to control weeds, apply pesticides before the weeds reach the seed stage of growth or exceed 4 inches in length, whichever occurs first. Do not use pesticides at cutting plant locations.

Where cuttings are to be planted, control weeds by hand pulling within an area 2 feet in diameter centered at each plant location.

If weeds are to be controlled by hand pulling, hand pull weeds before they reach the seed stage of growth or exceed 4 inches in length, whichever occurs first.

Where liner, plug, or seedling plants are to be planted 10 feet or more apart, control weeds by the use of pesticides or hand pulling within an area 2 feet in diameter centered at each plant location. Where liner, plug, or seedling plants are to be planted less than 10 feet apart, control weeds by the use of pesticides within the entire area.

Control weeds by mowing outside of mulched areas, plant basins, groundcover areas, and within areas to be seeded. Mowing must extend to the edges of pavement, dikes, curbs, sidewalks, walls, and fences.

If mowing is to be performed within areas to be seeded, perform mowing as needed until the start of the seeding operation specified in section 21.

Mowing must be performed before the weeds reach the seed stage of growth or exceed 6 inches in length, whichever occurs first. Mow weeds to a height of 3 inches.

20-1.03C(4) Disposal of Removed Groundcover, Weeds, and Mowed Material

Dispose of hand pulled weeds the same day they are pulled. Dispose of removed groundcover within 3 days.

Dispose of mowed material from the initial mowing. Disposal of material from subsequent mowing is not required.

20-1.03D Cultivation

Cultivation must be by mechanical methods and performed until the soil is in a loose condition to a minimum depth of 6 inches. Soil clods must not be larger than 2 inches in maximum dimension after cultivation.

The areas to be cultivated must extend 12 inches beyond the outer limit of each planting area requiring cultivation.

After initial cultivation, place soil amendment and fertilizer at specified rates.

Recultivate to thoroughly mix native soil and amendments.

Do not drive on cultivated areas after cultivation.

Planting areas that have been cultivated and become compacted must be recultivated.

Rocks and debris encountered during soil preparation in planting areas must be brought to the surface of the ground.

Remove rocks and debris as ordered. This work is change order work.

20-1.03E Weed Germination

Reserved

20-1.04 PAYMENT

Items paid for by area are measured parallel to the ground surface.

Planting areas that do not require cultivation but are within the cultivation areas will not be deducted.

20-2 IRRIGATION

20-2.01 GENERAL

20-2.01A General

20-2.01A(1) Summary

Section 20-2 includes specifications for installing irrigation systems.

The irrigation systems shown are diagrammatic.

20-2.01A(2) Definitions

Reserved

20-2.01A(3) Submittals

20-2.01A(3)(a) General

Submit shop drawings for the electrical components of the irrigation system except electrical service 30 days before installation. The drawings must:

1. Include schematic wiring diagrams showing wire sizes and routes between electrical components
2. Show conduit sizes
3. Bear the written approval of the controller manufacturer or the manufacturer's authorized agent
4. Be accompanied by:
 - 4.1. Colored wire and splice samples
 - 4.2. Manufacturer's descriptive and technical literature

After the work shown on the drawing is complete, submit 3 copies of the as-built shop drawings including any wire modifications for each controller installed.

For each controller, laminate and place in an envelope 1 copy of:

1. As-built schematic wiring diagram including wiring modifications
2. 11 by 17 inches as-built irrigation plan

The laminate must be clear, mat-finished plastic that is at least 10 mils thick. The envelope must be heavy-duty plastic.

Attach the envelope to the inside of the controller enclosure or cabinet door. If the door is not large enough to secure the envelope, submit the envelope and its contents.

20-2.01A(3)(b) Manufacturer's Instructions

Submit as an informational submittal the manufacturer's installation instructions 15 days before installing:

1. Couplings for conduits used for irrigation conduits
2. Plastic pipe and fittings
3. Solvent cement for plastic pipe and flexible hose
4. Sprinklers
5. Flow sensors

20-2.01A(3)(c) Maintenance and Operation Manuals

Before Contract acceptance, submit as an informational submittal a manufacturer's maintenance and operation manual for each type of controller installed.

20-2.01A(4) Quality Control and Assurance

20-2.01A(4)(a) General

Reserved

20-2.01A(4)(b) Pressure Testing

20-2.01A(4)(b)(i) General

Perform pressure testing for leakage on irrigation supply lines:

1. In the Engineer's presence
2. On business days between 8 a.m. and 5 p.m. unless authorized
3. Before backfilling supply line trenches
4. With irrigation system gate valves open
5. With open ends of the supply line and fittings plugged or capped

Notify the Engineer at least 48 hours before performing a pressure test.

Choose either Method A or B to test supply lines installed by trenching and backfilling and supply lines that are completely visible after installation.

All other supply lines, including those installed in the ground by methods other than trenching and backfilling must be tested by Method A.

Test irrigation supply line in conduit by Method A with the testing period modified to 0.5 hour and no allowable pressure drop.

20-2.01A(4)(b)(ii) Method A

Method A pressure testing procedures for leakage must comply with the following:

1. Pressure gauge must be calibrated from 0 to 200 psi in 5 psi increments and be accurate to within a tolerance of 2 psi.
2. Supply line must be filled with water and connected to a pressure gauge. Place the pipeline under a pressure of 125 psi. Remove the source of pressure and leave the line under the required pressure.
3. Test the supply line under the required pressure for a period of 1 hour. The pressure gauge must remain in place until each test period is complete.
4. Leaks that develop in the tested portion of the system must be located and repaired after each test period if a drop of more than 5 psi is indicated by the pressure gauge. After the leaks have been repaired, repeat the 1 hour pressure test until the drop in pressure is 5 psi or less.

If a system consists of a new supply line connected to an existing line, the new supply line must be isolated from the existing line and tested.

20-2.01A(4)(b)(iii) Method B

Method B pressure testing procedures for leakage must comply with the following:

1. Before any portion of the supply line on the upstream side of a control valve is backfilled, water must be turned on for that portion of the line and maintained at full pressure from the water source for a period not less than 8 consecutive hours after all air has been expelled from the line. Before any portion of the supply line on the downstream side of the control valve is backfilled, perform the same test for a period not less than 1 hour.
2. Repair leaks that develop in the tested portion of the system. After the leaks have been repaired, repeat the pressure test until no leaks occur as determined by the Engineer.

20-2.01A(4)(c) Sprinkler Coverage Check

After installation of the sprinklers, check and adjust the entire sprinkler system for proper orientation and uniform coverage.

20-2.01A(4)(d) Irrigation System Functional Tests

The functional tests for each irrigation controller or group of controllers and associated irrigation system served by a single electric service point must consist of at least 1 complete cycle of operation. The Engineer determines the length of the cycle.

Notify the Engineer at least 10 days before performing each functional test.

20-2.01A(4)(e) Final Irrigation System Check

Perform the final check of the existing and new irrigation system between 20 and 30 days before Contract acceptance. The Engineer determines the length of the cycle.

Remote control valves connected to existing and new irrigation controllers must be checked for automatic operation when the controllers are in automatic mode.

20-2.01B Materials

20-2.01B(1) General

Use minor concrete for replacing removed concrete facilities.

HMA for replacing removed asphalt concrete surfacing and facilities must comply with section 39. You may use minor HMA if authorized.

20-2.01B(2) Garden Valves

Each garden valve must:

1. Be inverted nose type and of brass or bronze construction with female thread inlet
2. Have a replaceable seat washer, rising valve stem within a protective collar, and male thread hose outlet
3. Have a loose key handle

20-2.01B(3) Recycled Water Identification

Irrigation components used for recycled water must be manufactured or painted purple. Recycled water irrigation pipe and tubing must have a permanent label with the wording "CAUTION RECYCLED WATER" every 24 inches in 2 rows spaced approximately 180 degrees apart in the longitudinal direction of the pipe or tubing.

The recycled water warning sign must be a decal or a decal attached to a 1/16-inch thick aluminum plate or tag.

Each warning sign decal must:

1. Show the phrase "Recycled Water, Do Not Drink" and the drinking glass graphic symbol
2. Be UV fade and weather resistant and manufactured from flexible vinyl with or without mylar
3. Have a purple background, black text, and self-adhesive backing

Each warning tag must:

1. Show the phrase "RECYCLED WATER" and the drinking glass graphic symbol
2. Be UV fade and weather resistant
3. Be purple, double-sided, and manufactured from polyurethane
4. Have an integral neck attachment and attachment hole capable of withstanding 178 lb of pull-out resistance
5. Have hot-stamped black lettering

Posts and hardware for warning signs must comply with section 56-4.

Concrete sprinkler protectors used with recycled water must be painted purple.

20-2.01B(4) Location Markers

Location markers must be schedule 40 white PVC plastic pipe.

20-2.01B(5) Pull Boxes

Pull boxes must comply with section 86-2.06 and be no. 5 or larger unless otherwise shown. Pull boxes for low voltage conductors must not have side openings.

Pull box covers used solely for irrigation electrical service must be marked "IRRIGATION".

20-2.01B(6) Unions

Unions must be brass or malleable iron capable of withstanding the maximum required working pressure.

20-2.01B(7) Valve Boxes and Covers

Valve boxes must be precast concrete.

Covers must be:

1. Concrete, steel, or cast iron.
2. Marked "WATER" in cast-in letters not less than 1 inch high.
3. 1 piece, except 2 pieces are required when the weight of the valve box cover exceeds 35 lb.

The valve box covers must include a polyurethane label with the appropriate controller letter and station number as shown.

20-2.01B(8) Wye Strainers

Wye strainers must:

1. Have a cast iron or all bronze body
2. Have a removable stainless steel strainer screen:
 - 2.1. With an open area equal to at least 3 times the cross-sectional area of the pipe based on an iron pipe size
 - 2.2. With 40-mesh woven wire, except:
 - 2.2.1. For a backflow preventer assembly, the screen must be 20-mesh woven wire mesh or perforated sheet with 0.045-inch diameter holes
 - 2.2.2. For a valve assembly, the screen must be 80-mesh woven wire mesh
3. Be capable of withstanding a working pressure of 150 psi
4. Be equipped with a garden valve at the outlet

The wye strainer filter housing must:

1. Withstand a working pressure of 150 psi
2. Be manufactured of reinforced polypropylene plastic

20-2.01C Construction

20-2.01C(1) General

Repair irrigation systems within 24 hours after a malfunction or damage occurs.

Connect underground metallic pipes, valves, or fittings made of dissimilar metals through a dielectric coupling or bushing.

You may install conduits, conductors, and supply lines by methods other than trenching provided that they are not damaged and are installed at the depths specified.

20-2.01C(2) Trenching and Backfilling

Trench and backfill under section 86-2.01.

Remove plants under 20-1.03C as necessary to perform trenching. If plants are to remain, adjust trench alignment to minimize damage.

If removal of:

1. Turf is required, remove to a maximum width of 12 inches.
2. Groundcover is required, remove to a maximum width of 6 feet. Existing *Carpobrotus* and *Delosperma* may be rototilled if the backfill for the trenches does not contain plants longer than 6 inches in length.

Make a 2-inch deep sawcut along neat lines around the perimeter of the pavement to be removed at locations determined by the Engineer.

The trench must have uniform bearing throughout the entire length and must be free of jagged rubble or sharp objects. Ensure conduit, supply line, and joints are not moved or damaged by backfill operations.

For a project with multiple water service points, excavate and backfill trenches for 1 service point at a time.

11-15-13

Trenches for irrigation supply lines and conduits 3 inches and larger must be 5 times the pipe or conduit diameter deep and 2 times the pipe or conduit diameter wide.

Trenches for irrigation supply lines and conduits 2-1/2 inches or less in diameter must be a minimum of 12 inches below finished grade, measured from the top of the installed pipe.

07-19-13

Trenches must be at least 4 feet from curbs, dikes, and paved shoulders.

Rocks and debris encountered during trenching operations must be brought to the surface of the ground. Remove rocks and debris as ordered. This work is change order work.

If trenching requires the removal of plants, in areas with:

1. Turf, replace turf with sod under section 20-3.03C(3)(e).
2. Groundcover, replace groundcover plants from flats and plant at 12 inches on center under section 20-3.03C. No replacement of *Carpobrotus* and *Delosperma* is required if removed by rototilling.

11-15-13

Where existing surfacing is removed, replace the structural section to match the materials removed. Replacement concrete must be of uniform smoothness, color, and texture equal to the adjacent concrete surface. Dispose of removed material. Install supply line and conduits at the bottom of trenches and backfill with sand to a depth of 2 inches over the top of the supply lines and conduits. Excluding the part of the trench backfilled with surfacing or pavement, the remainder of the trench must be backfilled with material that is excavated from the trench. Rock, broken concrete, asphalt concrete and other particles larger than 2 inches in greatest dimension must not be used.

07-19-13

20-2.01C(3) Pull Boxes

Install pull boxes under section 86-2.06 at the following locations:

1. At all conductor splices except splices made in valve boxes
2. Within 5 feet of irrigation controllers
3. At ends of electrical conduits
4. At other locations shown

20-2.01C(4) Valve Boxes and Covers

Install and identify each valve box as shown.

In walkways and paved areas, install the top of the valve box flush with the surrounding finished grade.

20-2.01C(5) Recycled Water Warning Signs

Install recycled water warning signs on irrigation facilities using recycled water.

Install sign decals directly to clean, smooth surfaces. Clean the surface with alcohol or an equivalent cleaner before applying the decal.

Install a 4 by 4 inch warning sign decal to each:

1. Backflow preventer assembly
2. Irrigation controller enclosure cabinet door

Install a 2 by 2 inch warning tag to the each remote control valve and valve box cover.

Install a 2-1/2 by 3 inches sign decal to each sprinkler riser.

Under local regulations, install a 12 by 12 inch warning sign decal on an aluminum plate and attach to gates, fences, and walls located in the vicinity of a recycled water irrigation system. On gates and fences, install signs with S hooks and C clips or 14-gauge galvanized steel wire. On concrete walls or other rough surfaces, install signs with a silicon-based adhesive.

20-2.01C(6) Garden Valves

Furnish 3 keys for each garden valve before Contract acceptance.

20-2.01D Payment

Not Used

20-2.02 EXISTING IRRIGATION FACILITIES

20-2.02A General

20-2.02A(1) Summary

Section 20-2.02 includes specifications for checking, testing, operating, replacing, and relocating existing irrigation facilities.

20-2.02A(2) Definitions

Reserved

20-2.02A(3) Submittals

Submit a list of irrigation system deficiencies within 7 days after checking the existing facilities.

20-2.02A(4) Quality Control and Assurance

After irrigation facilities have been relocated, demonstrate in the presence of the Engineer that the relocated facilities function properly.

Certify each existing backflow preventer under section 20-2.03A(4).

20-2.02B Materials

Valve box covers must be the same size as the covers they replace.

Control and neutral conductors must be the same size and color as the control and neutral conductors they replace.

20-2.02C Construction

20-2.02C(1) General

Notify the Engineer at least 4 business days before shutting off the water supply to any portion of the existing irrigation system and immediately after restoring the water supply to any portion of the existing irrigation system.

If an irrigation facility to be relocated is determined unsuitable by the Engineer, replace irrigation facility under section 20-2. This work is change order work.

20-2.02C(2) Check and Test Existing Irrigation Facilities

Before performing irrigation system work, check existing irrigation facilities to remain in place or to be relocated. The Engineer determines the test watering cycle lengths. Check for deficiencies including missing parts, damaged components, and improper operation. Correct deficiencies as ordered. The correction of deficiencies is change order work.

20-2.02C(3) Operate Existing Irrigation Facilities

If the Contract includes a bid item for operate existing irrigation facilities, after performing work under section 20-2.02C(2), operate existing irrigation facilities through Contract acceptance.

Operate existing irrigation facilities except for water meters, underground supply lines, control and neutral conductors, and electrical conduits.

Check for proper operation at least once every 30 days. Adjust, repair, or replace existing irrigation facilities within 7 days of finding any deficiency.

Operate irrigation systems using the automatic irrigation controller until Contract acceptance. You may operate irrigation controllers manually during plant replacement, fertilization, weed germination, and repair work.

Program the irrigation controllers for seasonal requirements.

20-2.02C(4) Replace Valve Box Covers

Existing valve box covers shown to be replaced must remain in place until the new covers are ready to be installed.

Dispose of removed valve box covers.

20-2.02C(5) Relocate Backflow Preventer Assemblies

Relocate backflow preventer assembly as shown and install under section 20-2.03C.

20-2.02C(6) Relocate Water Meters

Relocate water meter as shown.

20-2.02C(7) Relocate Irrigation Controllers

Relocate irrigation controller as shown and install under section 20-2.07C.

20-2.02D Payment

Not Used

20-2.03 BACKFLOW PREVENTER ASSEMBLIES

20-2.03A General

20-2.03A(1) Summary

Section 20-2.03 includes specifications for installing a backflow preventer assembly.

20-2.03A(2) Definitions

Reserved

20-2.03A(3) Submittals

Reserved

20-2.03A(4) Quality Control and Assurance

Each backflow preventer assembly must be certified by a backflow preventer tester. The tester must have an active and valid certification from the water purveyor having jurisdiction.

If the local water purveyor does not have a certification program, the tester must be certified by AWWA or a nearby county with a certification program.

Notify the Engineer at least 5 business days before certifying backflow preventer assembly.

Certify each backflow preventer assembly annually and within 10 days before Contract acceptance.

20-2.03B Materials

20-2.03B(1) General

Each backflow preventer assembly must include:

1. Backflow preventer including gate valve, wye strainer, brass or malleable iron unions, fittings, and supports
2. Blanket
3. Enclosure
4. Concrete pad

Concrete for the pad must be minor concrete, except the concrete must not contain less than 463 pounds of cementitious material per cubic yard. Hand mixing of the concrete is allowed.

20-2.03B(2) Backflow Preventers

Each backflow preventer must:

1. Be reduced-pressure principle type.
2. Comply with the requirements of the water purveyor that has jurisdiction.
3. Be factory-assembled with:
 - 3.1. 2 check valves
 - 3.2. 1 pressure differential relief valve
 - 3.3. 4 test cocks
 - 3.4. 2 shut-off valves manufactured from iron or bronze. Shut-off valves must be one of the following:
 - 3.4.1. Resilient wedge gate valves
 - 3.4.2. Resilient seated and fully ported ball valves
 - 3.4.3. Resilient seated butterfly valves

Backflow preventer components must be capable of withstanding a working pressure of 150 psi.

20-2.03B(3) Backflow Preventer Blankets

Each backflow preventer blanket must:

1. Be polyester fabric coated with vinyl or polymeric resin
2. Be resistant to UV light, water, mildew, and fire
3. Have an R-value from R-30 to R-38

Blankets must have a securing mechanism that includes either zippers, hook-pile tape, grommets, snaps, buttons, or any combination of these. Wherever the backflow preventer is not in an enclosure, the securing mechanism must be capable of accepting a padlock.

20-2.03B(4) Backflow Preventer Enclosures

Each backflow preventer enclosure must:

1. Have expanded metal sides, ends, and top panels fabricated from 9-gauge minimum thickness stainless sheet steel with openings of approximately 3/4 by 1-3/4 inches
2. Have expanded metal panels attached to the 3/16-inch thick steel frame by a series of welds not less than 1/4 inch in length and spaced not more than 4 inches on center, along the edges of the enclosure
3. Have Type 304 stainless steel lock guards with a minimum thickness of 12 gauge.
4. Have hexagonal nuts and lock-type washers
5. Be powder coated by the manufacturer to match color no. 20450 of FED-STD-595.
6. Have padlock clasp or latch and lock mechanism

20-2.03C Construction

Finish exposed top surfaces of concrete pad with a medium broom finish applied parallel to the long dimension of pads.

Install hold-downs for the backflow preventer assembly enclosure when concrete is still plastic.

20-2.03D Payment

Not Used

20-2.04 CAM COUPLER ASSEMBLIES

20-2.04A General

Section 20-2.04 includes specifications for installing a cam coupler assembly.

20-2.04B Materials

Each cam coupler assembly must consist of a cam coupler, dust cap, check valve, pipes, fittings, concrete thrust block, and valve box with woven wire cloth and gravel.

Cam couplers and keys must be manufactured of brass or bronze and be able to withstand a working pressure of 150 psi.

Furnish 3 loose cam coupler keys before Contract acceptance.

20-2.04C Construction

Install cam coupler assemblies in valve boxes as shown.

20-2.04D Payment

Not Used

20-2.05 CONTROL AND NEUTRAL CONDUCTORS

20-2.05A General

20-2.05A(1) Summary

Section 20-2.05 includes specifications for installing control and neutral conductors.

20-2.05A(2) Definitions

Reserved

20-2.05A(3) Submittals

Reserved

20-2.05A(4) Quality Control and Assurance

Perform field tests on control and neutral conductors. Field tests must comply with the specifications for lighting circuits in section 86-2.14B.

Where the conductors are installed by trenching and backfilling, perform field tests after a minimum of 6 inches of backfill material has been placed and compacted over the conductors.

20-2.05B Materials

Control and neutral conductors must comply with the requirements in section 86-2.08.

For connections between 24-volt irrigation controllers and valve solenoids, use control and neutral conductors. Conductors must include a control conductor for each valve and a common neutral.

Conductor insulation color, except for the stripes, must be continuous throughout. The color of the conductors must be consistent from the controller to each valve. Neutral conductors must be white. Do not use white for control conductors. Do not use conductors with green insulation except as permitted by the NEC.

Conductors must be:

1. No. 12 AWG or larger or no. 14 AWG or larger for armor-clad
2. Rated for 36 V or 600 V for armor-clad
3. Rated for direct burial
4. Underground feeder cable Type UF and TWU
5. Solid, uncoated copper for armor-clad
6. Not less than 90 percent of the AWG diameter required

No. 10 and smaller conductors must be insulated with a minimum of 56 mils of PVC or a minimum of 41 mils of polyethylene. No. 8 and larger conductors must be insulated with a minimum of 70 mils of PVC.

No. 10 and smaller armor-clad conductors must be insulated with a minimum of 41 mils of polyethylene. No. 8 and larger armor-clad conductors must be insulated with 54 to 60 mils of PVC.

Armor-clad conductors must include:

1. Stainless steel tape armor, Type 304 and helically wrapped with a 33 percent minimum overlap. The tape must be 0.5 inch wide and at least 0.005 inch thick.
2. PVC outer conductor jacket that is UV resistant and complies with the ICEA S-61-402, NEMA standard WC5 and UL listing 1263. The jacket nominal thickness must be 24 to 30 mils thick.

20-2.05C Construction

20-2.05C(1) General

Reserved

20-2.05C(2) In Open Trenches

Do not install control and neutral conductors above each other in an open trench. Wrap conductors together with electrical tape at 5 foot intervals.

Where conductors are installed in the same trench as supply line, install at the same depth as the line. At other locations, install conductors not less than 12 inches below finished grade.

Where conductors are not in a supply line trench, install conductors at least 4 feet from curbs, dikes, and paved shoulders.

20-2.05C(3) In Conduits

Install conductors in electrical conduit if conductors are to be:

1. Surface mounted
2. Installed in or on structures
3. Installed under paved areas
4. Installed in irrigation conduits
5. Placed in concrete

20-2.05C(4) Splicing

Splice low voltage control and neutral conductors under sections 86-2.09C, 86-2.09D, and 86-2.09E, except do not use method B. Tape used for splice insulation must be PVC tape.

Leave at least 2 feet of slack for each conductor at each:

1. Pull box
2. Valve box for each conductor that is connected to other facilities within the box or spliced within the box

Do not splice conductors in irrigation controller cabinets.

Permanent splice connections must be made with freshly cut and skinned conductors. Do not use temporary splices made for testing valve circuits as permanent splices.

20-2.05C(5) Marking

Mark control and neutral conductors in pull boxes, valve boxes, at irrigation control terminals, and at splices.

Mark conductor terminations and splices with adhesive cloth wrap-around markers. Seal markers with clear, heat-shrinkable sleeves.

Mark nonspliced conductors with clip-on C-shaped white extruded PVC sleeves. Sleeves must have black indented legends of uniform depth with transparent overlays over the legends and chevron cuts for the alignment of 2 or more sleeves.

Identify markers for the control conductors with the appropriate irrigation controller and station number.

20-2.05D Payment

Not Used

20-2.06 FLOW SENSORS

20-2.06A General

Section 20-2.06 includes specifications for installing a flow sensor.

20-2.06B Materials

Each flow sensor must be an inline type with a nonmagnetic spinning impeller as the only moving part.

The electronics housing must:

1. Be schedule 80 PVC or cast 85-5-5-5 bronze
2. Include glass-filled polyphenylene sulfide
3. Be easily removable from the meter body and include 2 ethylene-propylene O-rings

The impeller must be tungsten carbide.

The electronics must be rated to withstand prolonged water immersion conditions and include 2 single conductor 18 AWG leads, 48 inches long.

The insulation must be direct burial UF type colored red for the positive lead and black for the negative lead.

The flow sensor must be capable of withstanding:

1. 100 to 400 psi operating pressure depending on sensor size shown
2. Liquid temperatures up to 220 degrees F
3. Flows from 1/2 to 15 ft/sec

20-2.06C Construction

Install flow sensor as shown.

20-2.06D Payment

Not Used

20-2.07 IRRIGATION CONTROLLERS

20-2.07A General

20-2.07A(1) Summary

Section 20-2.07 includes specifications for installing irrigation controllers.

20-2.07A(2) Definitions

irrigation controller: "Smart" irrigation controller as defined by the Irrigation Association.

remote irrigation control system (RICS): Centralized water management system that consists of a base station, centralized server, satellite controllers.

base station: Designated computer located at a Department maintenance facility or District Office that collects data from a series of satellite controllers through a centralized server.

centralized server: Designated server or web-based application that collects data from all base stations.

web-based application: Encrypted managing software that is coded in a browser-supported language and is executable via a common internet web browser (e.g., Microsoft Internet Explorer, Firefox, Safari, etc.).

satellite controller: Irrigation controller that communicates directly to a base station or centralized server.

network communication: Identified means through which satellite controllers, base stations, and a centralized server communicate to one another (i.e., fiber optics, spread spectrum, phone line, etc.).

remote access device: Device (i.e., FCC compliant radio remote, cell phone or wireless, etc.) used to communicate with satellite controllers from a remote location.

20-2.07A(3) Submittals

Submit as an informational submittal, a complete manufacturer's maintenance and operations manual for each type of controller installed. Submit the manual at the time the wiring plans and diagrams are placed inside the controller enclosure or cabinet door.

20-2.07A(4) Quality Control and Assurance

Provide training by a qualified person on the use and adjustment of the irrigation controllers installed 30 days before Contract acceptance.

Modifications to electrical components must be done by the manufacturer before shipment to the job site.

The installation date and expiration date of the manufacturer's guarantee for the controllers must be permanently marked on the inside face of the controller.

20-2.07B Materials

20-2.07B(1) General

Conventional A/C powered irrigation controllers must operate on 110/120 V, 60 Hz(ac) and supply 24 to 30 VAC, 60 Hz(ac) for operating electrical remote control valves.

Concrete for the pad and foundation must be minor concrete, except the concrete must not contain less than 463 pounds of cementitious material per cubic yard. Hand mixing of the concrete is allowed.

20-2.07B(2) Irrigation Controllers

20-2.07B(2)(a) General

The irrigation controllers must:

1. Be A/C, battery, solar, or 2-wire as shown
2. Be from a single manufacturer.
3. Be fully automatic and capable of operating a complete 30-day or longer irrigation program.
4. Have a switch or button on the face of the irrigation control panel showing that the irrigation controller can be turned on or off and provide for automatic or manual operation. Manual operation must allow cycle start at the desired station and allow for the minimum activation of a single station or have the option to operate multiple stations in sequential or simultaneous operation modes.
5. Have non-volatile memory.
6. Have a watering time display on the face of the control panel.
7. Have a panel and circuit board connected to the low voltage control and neutral conductors by means of a plug and receptacle connectors located within the cabinet enclosure.
8. Have a variable or incremental timing adjustment ranging from 1 minute to 360 minutes per station.
9. Be capable of operating at least 3 program schedules.
10. Be capable of having at least 4 start times per program schedule.
11. Have an output that can energize a pump start circuit or a remote control master valve.
12. Be protected by fuses and circuit breakers.
13. Display a program and station affected by a sensory alert without altering other watering schedules not affected by the alert.
14. Be capable of global manual and automatic seasonal adjustments to all valves in any given program.
15. Automatically alter watering schedule in accordance with evapotranspiration data provided by a local weather station or have an internal programmed default of historical evapotranspirational data for a given region.
16. Support a flow sensor, rain sensor, or weather station and have automatic shut-off capability.
17. Be capable of communicating with the remote access device.

If the irrigation controller is installed in an enclosure cabinet, the cabinet must be stainless steel and must comply with section 86-3.04A.

Irrigation controllers not installed in enclosure cabinets must be weatherproof, constructed of fiberglass or metal and have a door lock with 2 keys provided.

RICS must meet the requirements of an irrigation controller and be capable of being accessible only through a secured and encrypted server that is password and firewall protected by the Department or be accessible through a firewall secure remote server that is independent from any Department servers. The Department will set up and manage the network communication.

20-2.07B(2)(b) Battery Powered Irrigation Controllers

Reserved

20-2.07B(2)(c) Solar Powered Irrigation Controllers

Reserved

20-2.07B(2)(d) Two-wire Irrigation Controllers

Reserved

20-2.07B(3) Irrigation Controller Enclosure Cabinets

The irrigation controller enclosure cabinet must:

1. Be stainless steel.
2. Include a mounting panel. Fabricate mounting panels with one of the following:
 - 2.1. 3/4-inch exterior AC grade veneer plywood. Paint panels with 1 application of an exterior, latex based, wood primer and 2 applications of an exterior, vinyl acrylic enamel, white in color. Paint panels on all sides and edges before installation of the panels in the cabinets and the equipment on the panels.
 - 2.2. 3/16-inch thick aluminum sheets.
 - 2.3. 10-gauge cold-rolled steel sheets.
 - 2.4. 0.157-inch stainless steel metal sheets.
3. Provide cross ventilation, roof ventilation, or a combination of both. Ventilation must not compromise the weather resistance properties of the cabinet and must be fabricated by the cabinet manufacturer.
4. Include protection against lightning damage.
5. Have an area inside the cabinet doors for storage of the as-built schematic wiring diagram and irrigation plans.
6. Have padlock clasp or latch and lock mechanism.

20-2.07B(4) Rain Sensors

A rain sensor unit must be a solid state, automatic shut-off type, and compatible with the irrigation controller. The rain sensor unit must automatically interrupt the master remote control valves when approximately 1/8 inch of rain has fallen. The irrigation controller must automatically be enabled again when the accumulated rainfall evaporates from the rain sensor unit collection cup.

Rain sensor units must be one of the following:

1. Rated 24 V(ac) to 30 V(ac)
2. Wireless and FCC compliant

20-2.07C Construction

Finish exposed top surface of concrete pad with a medium broom finish applied parallel to the long dimension.

Locate irrigation controllers in pedestal or wall mounted enclosures as shown.

Install electrical components for automatic irrigation systems under section 86-1.02.

Install irrigation controllers under the manufacturer's instructions and as shown.

If 2 or more irrigation controllers operate the same remote master control valve, furnish and install an isolation relay under the controller manufacturer's instructions.

Where direct burial conductors are to be connected to the terminal strip, connect the conductors with the open-end-crimp-on wire terminals. Exposed wire must not extend beyond the crimp of the terminal and the wires must be parallel on the terminal strip.

Install rain sensor units for irrigation controllers on the irrigation controller enclosure cabinets. Provide protection against lightning damage.

20-2.07D Payment

Payment for electrical service for 120-volt or higher is not included in the payment for irrigation controller.

20-2.08 IRRIGATION CONDUIT

20-2.08A General

20-2.08A(1) Summary

Section 20-2.08 includes specifications for installing irrigation conduit under a roadway or other facility to accommodate electrical conduit for control and neutral conductors and irrigation supply lines.

Before performing work on irrigation systems, locate existing conduits shown to be incorporated into the new work.

Before removing or disturbing existing Type A pavement markers that show the location of the existing conduit, mark the location of the existing conduit on the pavement.

20-2.08A(2) Definitions

Reserved

20-2.08A(3) Submittals

Reserved

20-2.08A(4) Quality Control and Assurance

Demonstrate the conduits are free of obstructions after placement of base and surfacing.

Before and after extending the irrigation supply line in a conduit, pressure test the supply line under section 20-2.01A(4)(b).

After conductors are installed in a conduit, test the conductors under section 20-2.05A(4).

Assign a technical representative to direct and control the directional bore activities. The representative must be present during directional bore activities. Unless otherwise authorized, perform directional bore activities in the presence of the Engineer.

20-2.08B Materials

20-2.08B(1) General

Reserved

20-2.08B(2) ABS Composite Pipe Conduit

ABS composite pipe and couplings must comply with ASTM D 2680. Couplings must be solvent cement type.

20-2.08B(3) Corrugated High Density Polyethylene Pipe Conduit

Corrugated high density polyethylene pipe must comply with ASTM F 405 and F 667 or be Type S and comply with AASHTO M252 and M294. Couplings and fittings must be as recommended by the pipe manufacturer.

20-2.08B(4) Corrugated Steel Pipe Conduit

Corrugated steel pipe conduit must comply with section 66. The nominal thickness of metal sheets for pipe must be 0.064 inch for corrugated steel pipe and 0.060 inch for corrugated aluminum pipe. Coupling bands and hardware must comply with section 66.

20-2.08B(5) Polyvinyl Chloride Pipe Conduit

PVC pipe conduit must be schedule 40 and comply with ASTM D 1785.

Fittings must be schedule 80.

20-2.08B(6) Welded Steel Pipe Conduit

Welded steel pipe must comply with ASTM A 53. Pipe must be black and have either welded or threaded joints.

The minimum wall thickness for the various sizes of welded steel pipe must comply with the dimensions shown in the following table:

Pipe size, nominal (inch)	Minimum wall thickness (inch)
3	0.216
4	0.237
6	0.280
8	0.277
10	0.279
12	0.330

20-2.08C Construction

20-2.08C(1) General

When existing conduits are to be incorporated in new work, excavate exploratory holes for locating existing conduits at the locations indicated by existing markers or as directed. Excavate and backfill exploratory holes to a maximum size of 2-1/2 feet in width, 5 feet in depth, and 5 feet on each side of the marker or directed location parallel to the roadway. If the conduit is not found and if ordered, increase the size of the exploratory holes beyond the dimensions specified. The additional excavation and backfill is change order work.

If extending an existing conduit, remove conductors from the conduit.

Use a coupling band if the new conduit matches the existing conduit diameter, otherwise overlap the conduit at least 12 inches.

After extending existing conduits, install conductors that match the color and size of the existing conductors without splices. Splice conductors in adjacent pull boxes.

If installing a control and neutral conductor and electrical conduit through the irrigation conduit, install a no. 5 pull box at each end.

Remove debris found in the conduit before performing other work. Debris found more than 3 feet from the ends of the conduits is removed as change order work.

Extend conduit 2 feet beyond all paving unless otherwise shown.

Cap the ends of unused conduit.

Designate the location of each conduit by cementing a Type A pavement marker as shown. Type A pavement markers and adhesive must comply with section 85.

20-2.08C(2) Welded Steel Pipe Conduit

20-2.08C(2)(a) General

Install welded steel pipe by directional boring or jack and drill.

Install top of conduits:

1. 18 to 30 inches below the finished surface in sidewalk areas
2. 40 to 52 inches below the finished grade in other paved areas

20-2.08C(2)(b) Directional Boring

Notify the Engineer 2 business days before starting directional bore activities.

The diameter of the boring tool for directional boring must be only as large as necessary to install the conduit.

Mineral slurry or wetting solution may be used to lubricate the boring tool and to stabilize the soil surrounding the boring path. The mineral slurry or wetting solution must be water based.

The directional bore equipment must have directional control of the boring tool and have an electronic boring tool location detection system. During operation, the directional bore equipment must be able to determine the location of the tool both horizontally and vertically.

20-2.08C(2)(c) Jack and Drill

Notify the Engineer 2 business days before starting jack and drill activities.

Jacking or drilling pits must be no closer than 2 feet from pavement edge whenever possible.

If authorized, small holes may be cut in the pavement to locate or remove obstructions.

Do not use excessive water that will soften subgrade or undermine pavement.

20-2.08C(3) Schedule 40 Pipe Conduit

Where schedule 40 pipe conduit 2 inches or less in outside diameter is installed under surfacing, you may install by directional boring under section 20-2.08C(2)(b).

For conduit 2 inches or less in diameter, the top of the conduit must be a minimum of 18 inches below surfacing.

Extend schedule 40 pipe conduit 6 inches beyond surfacing. Cap ends of conduit until used.

20-2.08D Payment

Schedule 40 PVC pipe conduit is paid for as plastic pipe (schedule 40) (supply line).

20-2.09 IRRIGATION SUPPLY LINE

20-2.09A General

20-2.09A(1) Summary

Section 20-2.09 includes specifications for installing irrigation supply line.

If the supply line location interferes with the excavation of plant holes, relocate the plant hole to clear the supply line. Do not install supply lines through plant holes unless shown.

Supply lines, control and neutral conductors and electrical conduits installed in common trenches must not be installed above each other.

20-2.09A(2) Definitions

Reserved

20-2.09A(3) Submittals

Submit a certificate of compliance for polyethylene pipe and plastic pipe supply line.

20-2.09A(4) Quality Control and Assurance

Solvent cement must comply with the local Air Quality Management District requirements.

20-2.09B Materials

20-2.09B(1) General

Irrigation supply pipe must be metal or plastic as shown.

PCC for thrust blocks must be produced from commercial-quality aggregates. The concrete must contain at least 295 pounds of cementitious material per cubic yard.

20-2.09B(2) Copper Pipe Supply Line

Copper pipe must be Type K rigid pipe and comply with ASTM B 88. Fittings must be wrought copper or cast bronze either soldered or threaded.

Solder must be 95 percent tin and 5 percent antimony.

20-2.09B(3) Galvanized Steel Pipe Supply Line

Galvanized steel pipe supply line and couplings must be standard weight and comply with ASTM A 53, except that the zinc coating must not be less than 90 percent of the specified amount. Except for couplings, fittings must be galvanized malleable iron, banded and threaded, and comply with ANSI B16.3, Class 150.

Joint compound must be nonhardening and noncorrosive. Do not use pipe thread sealant tape.

20-2.09B(4) Drip Irrigation Tubing

Drip irrigation tubing must be virgin polyethylene plastic and comply with ASTM D 2737.

The drip irrigation tubing must be distribution tubing with preinstalled in-line emitters.

If preinstalled in-line drip irrigation tubing is not shown, you may install emitters that match the distribution requirements shown. The emitters must be barbed or threaded-type outlet devices with dual silicone diaphragms and installed under the manufacturer's instructions.

The emitters must meet the flow rate and operating pressure range shown.

The wall thickness of polyethylene tubing must comply with the following requirements when tested under ASTM D 2122:

Pipe size, nominal (inch)	Minimum wall thickness (inch)	Maximum wall thickness (inch)
1/2	0.050	0.070
5/8	0.055	0.075
3/4	0.060	0.080

The polyethylene tubing fittings must be leak-free, compression type and have female sockets with an internal barb to provide a positive pipe-to-fitting connection that will not separate at the designed pressure.

20-2.09B(5) Plastic Pipe Supply Line

Plastic pipe supply line must be PVC pipe that is NSF approved.

Schedule 40 plastic pipe supply line must comply with ASTM D 1785.

Class 315 plastic pipe supply line must comply with ASTM D 2241.

PVC gasketed bell joints must comply with ASTM D 2672, ASTM D2241, ASTM D 3139, and ASTM F 477.

For solvent-cemented type joints, the primer and solvent cement must be made by the same manufacturer. The primer color must contrast with the color of the pipe and fittings.

Solvent-cemented fittings must be injection molded PVC, schedule 40, and comply with ASTM D 2466.

Fittings for supply line placed in irrigation conduit must be schedule 80.

Fittings for plastic pipe supply line larger than 4 inches must be ductile iron under section 20-2.14C(2)(b).

If UV-resistant plastic pipe supply line is required, the pipe must be homogeneous, uniform color and be manufactured of:

1. At least 80 percent vinyl chloride resin with UV stabilizers
2. Non-PVC resin modifiers and coloring ingredients
3. Coloring ingredients with UV stabilizers

20-2.09C Construction**20-2.09C(1) General**

Cut pipe straight and true. After cutting, ream out the ends to the full inside diameter of the pipe.

Prevent foreign material from entering the irrigation system during installation. Immediately before assembling, clean all pipes, valves, and fittings. Flush lines before attaching sprinklers, emitters, and other terminal fittings.

Pipe supply lines installed between the water meter and backflow preventer assembly must be installed not less than 18 inches below finished grade measured to the top of the pipe.

Where a connection is made to existing supply lines, bell and gasketed fittings or compression fittings may be used.

Install a thrust block at each change in direction on the main supply line, terminus run, and at other locations shown.

Where supply lines cross paved ditches more than 3 feet deep at their flow line, install galvanized steel pipe for the entire span of the ditch.

Secure UV resistant plastic pipe supply line on grade as shown.

20-2.09C(2) Galvanized Steel Pipe Supply Line

Coat male pipe threads on galvanized steel pipe according to the manufacturer's instructions.

20-2.09C(3) Drip Irrigation Tubing

Install drip irrigation tubing on grade and under manufacturer's instructions.

Install a flush valve and an air-relief valve if recommended by the drip valve assembly manufacturer.

20-2.09C(4) Plastic Pipe Supply Line

For PVC pipe 1-1/2 inches in diameter or smaller, cut the pipe with PVC cutters.

For solvent-cemented type joints, apply primer and solvent-cement separately under the manufacturer's instructions.

Wrap the male portion of each threaded plastic pipe fitting with at least 2 layers of pipe thread sealant tape.

Install plastic pipe supply line mains with solvent-cemented type joints not less than 18 inches below finished grade measured to the top of the pipe.

Install plastic pipe supply line laterals with solvent-cemented type joints not less than 12 inches below finished grade measured to the top of the pipe.

Snake plastic pipe installed by trenching and backfilling methods.

20-2.09D Payment

Supply line pipe and drip irrigation tubing are measured along the slope.

20-2.10 SPRINKLER ASSEMBLIES

20-2.10A General

Section 20-2.10 includes specifications for installing sprinkler assemblies.

20-2.10B Materials

20-2.10B(1) General

Each sprinkler assembly must meet the characteristics shown in the irrigation legend.

Where shown, a sprinkler assembly must have a flow shut-off device that automatically stops the flow of water on the downstream side of the device when the assembly is broken. You may use a sprinkler assembly with a preinstalled flow shut-off device or you must install a flow shut-off device under the manufacturer's instructions.

Flexible hose for sprinkler assembly must be leak-free, nonrigid and comply with ASTM D 2287, cell Type 6564500. The hose wall thickness must comply with ASTM D 2122 for the hose diameters shown in the following table:

Hose diameter, nominal (inch)	Minimum wall thickness (inch)
1/2	0.127
3/4	0.154
1	0.179

Solvent cement and fittings for flexible hose must comply with section 20-2.09B(5).

20-2.10B(2) Pop-Up Sprinkler Assemblies

Each pop-up sprinkler assembly must include a body, nozzle, swing joint, pressure compensation device, check valve, sprinkler protector, and fittings as shown.

20-2.10B(3) Riser Sprinkler Assemblies

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Each riser sprinkler assembly must include a riser or flexible hose, threaded nipple, swing joint, check valve, and nozzle as shown. The riser must be UV resistant schedule 80, PVC 1120 or PVC 1220 pipe and comply with ASTM D 1785.

20-2.10B(4) Tree Well Sprinkler Assemblies

Each tree well sprinkler assembly must include a body, riser, swing joint, perforated drainpipe, and drain cap.

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The perforated drainpipe must be commercial grade, rigid, PVC pipe with holes spaced not more than 6 inches on center on 1 side of the pipe.

Drain cap must be commercially available, 1 piece, injection molded drain grate manufactured from structural foam polyolefins with UV light inhibitors. Drain grate must be black.

Gravel for filling the drainpipe must be graded such that 100 percent passes the 3/4-inch sieve and 100 percent is retained on the 1/2-inch sieve. Gravel must be clean, washed, dry, and free from clay or organic material.

20-2.10C Construction

Install pop-up and riser sprinkler assembly:

1. 6-1/2 to 8 feet from curbs, dikes, and sidewalks
2. 10 feet from paved shoulders
3. 3 feet from fences and walls

If sprinkler assembly cannot be installed within these limits, the location will be determined by the Engineer.

Set sprinkler assembly riser on slopes perpendicular to the plane of the slope.

Install tree well sprinkler assembly as shown.

20-2.10D Payment

Not Used

20-2.11 VALVES

20-2.11A General

Section 20-2.11 includes specifications for installing valves.

20-2.11B Materials

20-2.11B(1) General

Valves must:

1. Include a valve box and cover
2. Be the same size as the supply line that the valve serves unless otherwise shown
3. Be bottom, angled, or straight inlet configuration

20-2.11B(2) Ball Valves

Ball valve must be a two-piece brass or bronze body and comply with the requirements shown in the following table:

Property	Requirements
Nonshock working pressure, min	400 psi
Seats	PTFE
O-ring seals	PTFE

Ball valve must be the same size as the supply line that the valve serves.

20-2.11B(3) Check Valves

Each check valve must:

1. Be schedule 80 PVC and factory set to 5 psi for adjustable spring check valve
2. Be Class 200 PVC for swing check valves on non pressurized plastic irrigation supply line

20-2.11B(4) Drip Valve Assemblies

Each drip valve assembly must include:

1. Remote control valve
2. Wye filter with:
 - 2.1. Filter housing that:
 - 2.1.1. Can withstand a working pressure of 150 psi
 - 2.1.2. Is manufactured of reinforced polypropylene plastic
 - 2.2. Reusable stainless steel filter cartridge with a 200 mesh size filtration
3. Ball valve under 20-2.11B(2)
4. Schedule 80 PVC pipes and fittings
5. Pressure regulator

20-2.11B(5) Garden Valve Assemblies

Each garden valve assembly must have:

1. Garden valve
2. Location marker

20-2.11B(6) Gate Valves

Gate valves must be:

1. Flanged or threaded type
2. Iron or bronze body
3. Bronze trimmed with one of the following:
 - 3.1. Internally threading rising stem
 - 3.2. Nonrising stem
4. Able to withstand a working pressure of 150 psi
5. Same size as the pipeline that the valves serves unless otherwise shown

Gate valves smaller than 3 inches must have a cross handle.

Gate valves 3 inches or larger must be flanged type with a square nut. Furnish 3 long shank keys before Contract acceptance.

Gate valves attached to the outlets of a wye strainer must have seating rings on the discharge side of the gate valves must be PTFE. Valve wedges must be driven obliquely by cam action into the seating rings.

20-2.11B(7) Pressure Regulating Valves

Pressure regulating valve must be:

1. Flanged or threaded type
2. Brass, bronze, cast iron, or plastic body
3. Spring diaphragm type
4. Pilot controlled

Pressure regulating valve must have no internal filter screens.

20-2.11B(8) Pressure Relief Valves

Pressure relief valve must have a brass or bronze body, stainless steel springs, bronze nickel chrome seats, composition seat discs, female bottom inlets, and female side outlets.

20-2.11B(9) Quick Coupling Valves

Quick coupling valve must be 3/4 inch double slotted with a self-closing cap, 3/4-inch brass key and 3/4-inch brass hose swivel unless otherwise shown. Except for the cap, quick coupling valve must be brass or bronze construction. Furnish 3 loose quick coupling brass keys and brass hose swivels before Contract acceptance.

20-2.11B(10) Remote Control Valves

20-2.11B(10)(a) General

Each remote control valve must:

1. Be normally closed type.
2. Be glass filled nylon, brass, or bronze.
3. Be completely serviceable from the top without removing the valve body from the system.
4. Be equipped with a device that regulates and adjusts the flow of water and be provided with a manual shut-off. The manual shut-off for valves larger than 3/4 inch must be operated by a cross handle.
5. Have solenoids compatible with the irrigation controller.
6. Have a manual bleed device.
7. Be capable of withstanding a pressure of 200 psi
8. Have replaceable compression discs or diaphragms.
9. Have threaded fittings for inlets and outlets.
10. Have DC latching solenoids when used with solar or battery controllers. Solenoids must operate on 3.5 V.

20-2.11B(10)(b) Remote Control Valves with Flow Sensor

Reserved

20-2.11B(10)(c) Remote Control Valves with Pressure Regulator

Each remote control valve with pressure regulator must be factory assembled as 1 unit.

20-2.11B(11) Wye Strainer Assemblies

Each wye strainer assembly must include:

1. Wye strainer
2. Garden valve

20-2.11C Construction

20-2.11C(1) General

Install control valves:

1. 6-1/2 to 8 feet from curbs, dikes, and sidewalks
2. 10 feet from paved shoulders
3. 3 feet from fences, walls, or both

If a control valve cannot be installed within these limits, the location will be determined by the Engineer.

20-2.11C(2) Check Valves

Unless otherwise shown, install spring-action check valves as necessary to prevent low head drainage.

20-2.11C(3) Garden Valve Assemblies

Install a location marker 8 to 10 inches from the back of each garden valve.

20-2.11C(4) Pressure Regulating Valves

Install pressure regulating valves with threaded connections and a union on the inlet side of the valves.

20-2.11C(5) Wye Strainer Assemblies

Unless shown, install wye strainer assembly on the upstream side of the remote control valves.

Install garden valve so that when the system is flushed, the discharge sprays out of the valve box.

20-2.11D Payment

Not Used

20-2.12 WATER METERS

Reserved

20-2.13 RESERVED**20-2.14 SUPPLY LINE ON STRUCTURES****20-2.14A General****20-2.14A(1) General****20-2.14A(1)(a) Summary**

Section 20-14 includes specifications for installing water supply lines through bridges and on the exterior of concrete structures.

20-2.14A(1)(b) Definitions

Reserved

20-2.14A(1)(c) Submittals

Submit a work plan for temporary casing support at the abutments as an informational submittal.

20-2.14A(1)(d) Quality Control and Assurance**20-2.14A(1)(d)(i) General**

Before installing seismic expansion assemblies or expansion assemblies, the Engineer must authorize the extension setting.

20-2.14A(1)(d)(ii) Regulatory Requirements

Piping materials must bear the label, stamp, or other markings of the specified standards.

20-2.14A(1)(d)(iii) Site Tests

Test water supply lines before:

1. Backfilling
2. Beginning work on box girder cell decks
3. Otherwise covering the water supply lines

Furnish pipe anchorages to resist thrust forces occurring during testing.

Test the water supply lines as 1 unit. The limits of the unit must be 5 feet beyond the casing at each end of the bridge.

Cap each end of the water supply lines before testing. Caps must be rated for the test pressure.

Test water supply lines under section 20-2.01A(4)(b), except that the testing period must be 4 hours with no pressure drop.

For water supply lines 4 inches and larger testing must meet the following additional requirements:

1. Testing pressure must be at least 120 psi
2. Air relief valve must not be subjected to water pressure due to testing

If water supply lines fail testing, retest the lines after repair.

20-2.14A(2) Materials

20-2.14A(2)(a) General

Protect stored piping from moisture and dirt. Elevate piping above grade. Support piping to prevent sagging and bending.

Protect flanges, fittings, and assemblies from moisture and dirt.

20-2.14A(2)(b) Air Release Valve Assemblies

Air release valve assemblies include an air release valve, ball valve, tank vent, nipples, and pipe saddle. Assemblies must comply with the following:

1. Air release valves must have a cast iron body with stainless steel trim and float, 1-inch NPT inlet, 1/2-inch NPT outlet, and 3/16-inch orifice.
2. Ball valves must have a 2-piece bronze body with chrome plated or brass ball, 1-inch full-size port, and be rated for at least 400 psi.
3. Tank vents must have a 1/2-inch NPT inlet and downward-facing double openings with screened covers.
4. Nipples must be schedule 40 galvanized steel pipe.
5. Pipe saddle must be rated for at least 150 psi and compatible with water supply line. Pipe saddle must be (1) single strap pipe saddle for water supply lines smaller than 4 inches or (2) double strap pipe saddle for water supply lines 4 inches and larger. You may use a tee fitting for galvanized steel water supply lines.

20-2.14A(2)(c) Casings

Casings must be welded steel pipe casing complying with section 70-7.

20-2.14A(2)(d) Pipe Wrap Tape

Pipe wrap tape must be pressure sensitive tape made from PVC or polyethylene. Pipe wrap tape must be at least 50 mils thick and not wider than 2 inches.

20-2.14A(2)(e) Pipe Hangers

Pipe hangers must comply with section 70-7.02C.

The pipe hanger must be rated for the water supply line. If casings are shown, include the casings weight.

20-2.14A(2)(f) Epoxy Adhesives

Epoxy used for anchoring concrete pipe supports must comply with section 70-7.02D.

20-2.14A(2)(g) Concrete Pipe Supports

Concrete pipe supports must comply with section 70-7.02D.

20-2.14A(2)(h) Pipe Clamps and Anchors

Metal clamps must be commercial quality steel complying with section 75-1.02. Anchors must comply with the specifications for concrete anchorage devices in section 75-1.03C.

20-2.14A(2)(i) Pull Boxes

Pull boxes and covers must comply with section 20-2.01B(5).

20.2.14A(3) Construction

20-2.14A(3)(a) General

Support water supply lines as described.

Where water supply lines penetrate bridge superstructure concrete, either form or install pipe sleeves at least 2 pipe sizes larger than the pipe.

20-2.14A(3)(b) Preparation

Clean the interior of the pipe before installation. Cap or plug openings as pipe is installed to prevent the entrance of foreign material. Leave caps or plugs in place until the next pipe section is installed.

20-2.14A(3)(c) Installation

20-2.14A(3)(c)(i) General

Reserved

20-2.14A(3)(c)(ii) Casings

Install casings under section 70-7.03.

Seal casing end with 8 inches of polyurethane foam at dirt stop or pipe end seal.

20-2.14A(3)(c)(iii) Wrapping Water Supply Line

Wrap damaged supply line coatings with pipe wrap tape. Wrap field joints and fittings that are in contact with the earth.

Wrapping must comply with the following:

1. Clean and prime area as recommended by the tape manufacturer.
2. Tightly wrap tape with 1/2 uniform overlap, free from wrinkles and voids, to provide not less than a 100 mil thickness.
3. The tape must conform to joint or fitting contours.
4. Extend tape at least 6 inches over adjacent pipe.

20-2.14A(3)(c)(iv) Pipe Clamps and Anchors

Install water supply lines on the exterior surfaces of bridges or other concrete structures with metal clamps and anchors.

Drilling of holes for anchors must comply with the following:

1. Drill holes to manufacturers recommended depth.
2. Drilling tools must be authorized.
3. Do not drill holes closer than 6 inches to the edge of a concrete structure.
4. Relocate holes if reinforcing steel is encountered. Fill abandoned holes with mortar. Mortar must comply with section 51-1.02F.

Where water supply lines are mounted vertically for more than 2 feet, install clamps and anchors within 6 inches of the elbows.

Where water supply lines are mounted vertically for more than 10 feet, install additional clamps and anchors at 10 foot centers unless otherwise shown.

20-2.14A(3)(d) Sequences of Operation

If the bridge superstructure is to be prestressed do not place mortar around casings in abutments and hinges until bridge superstructure prestressing has been completed.

20-2.14A(4) Payment

Supply line on structures is measured from end to end, along the centerline.

The Department does not pay for failed tests.

20-2.14B Supply Line on Structures, Less than 4 Inches

20-2.14B(1) General

20-2.14B(1)(a) Summary

Section 20-2.14B includes specifications for installing water supply lines smaller than 4 inches.

20-2.14B(1)(b) Definitions

Reserved

20-2.14B(1)(c) Submittals

Product data for materials includes catalog cuts, performance data, and installation instructions.

Submit product data for:

1. Water supply line
2. Expansion assemblies
3. Casing insulators
4. Pipe end seals
5. Pipe anchorages
6. Air release valve assemblies
7. Casings
8. Pipe hangers
9. Epoxy adhesives
10. Concrete pipe supports

20-2.14B(1)(d) Quality Control and Assurance

Reserved

20-2.14B(2) Materials

20-2.14B(2)(a) General

Reserved

20-2.14B(2)(b) Water Supply Line

Water supply lines must comply with section 20-2.09.

20-2.14B(2)(c) Expansion Assemblies

Expansion assemblies must consist of a hose with ends, insulated flange connections, and elbows. Expansion assemblies must have the same nominal inside diameter as the water supply line. Working pressure must be at least 150 psi.

Hose must be medium or heavy weight, crush and kink resistant, rated for at least 150 psi. Cover must be flexible, oil resistant rubber or synthetic, reinforced with at least 2-ply synthetic yarn or steel wire. The inner tube must meet FDA and USDA Standards for potable water. Hose ends must be stainless steel flanged connections with stainless steel crimped bands or swaged end connectors. Do not use barbed ends with band clamps.

Elbows must be 45 degree, standard weight galvanized steel fittings.

20-2.14B(2)(d) Casing Insulators

Casing insulators must be:

1. 2-piece, high-density, injection-molded polyethylene, nonconductive inner liner, with cadmium-plated nuts and bolts.
2. Factory constructed to ensure the water supply line is centered in the casing. Insulators must not allow any contact between pipe and casing and have at least 2 runners seated on the bottom of the casing.
3. Sized for the casing and water supply line shown.

20-2.14B(2)(e) Pipe Anchorages

Pipe anchorages must consist of an I-beam, U-bolts, anchors, and double nuts.

Use concrete anchorage devices for anchors on existing bridges. Use L-anchor bolts for anchors on new bridges.

Fabricate the I-beam from 1/2-inch steel plate. Steel plate, U-bolts, L-anchors, and nuts must comply with section 75-1.02. Concrete anchorage devices must comply with section 75-1.03C.

20-2.14B(2)(f) Pipe End Seals

Pipe end seals must consist of a pipe end seal, stainless steel bands, and polyurethane foam.

Pipe end seal must be factory constructed from seamless neoprene and sized for the casing and water supply line shown. Neoprene must be at least 1/8 inch thick. Stainless steel bands must be crimped.

Polyurethane foam must be expanding foam spray that is water resistant and moisture cured.

20-2.14B(3) Construction

Locate pipe anchorage halfway between expansion assemblies.

Pipe end seal must be pulled onto the casing during pipe installation. Do not use wrap-around type end seals.

20-2.14B(4) Payment

Supply line on structures is paid for as galvanized steel pipe (supply line on bridge).

20-2.14C Supply Line on Structures, 4 Inches and Larger**20-2.14C(1) General****20-2.14C(1)(a) Summary**

Section 20-2.14C includes specifications for installing water supply lines 4 inches and larger.

20-2.14C(1)(b) Definitions

Reserved

20-2.14C(1)(c) Submittals

Product data for materials includes catalog cuts, performance data, and installation instructions.

Submit product data for:

1. Water supply line
2. Expansion assemblies
3. Flange insulating gaskets
4. Casing insulators
5. Seismic expansion assemblies
6. Lateral restraint assemblies
7. Air release valve assemblies
8. Casings
9. Pipe hangers
10. Epoxy adhesives
11. Concrete pipe supports

Submit the maximum range and preset dimension for each expansion assembly or seismic expansion assembly as an informational submittal.

Submit at least 5 sets of product data to OSD, Documents Unit. Each set must be bound together and include an index stating equipment names, manufacturers, and model numbers. Two sets will be returned. Notify the Engineer of the submittal. Include in the notification the date and contents of the submittal.

20-2.14C(1)(d) Quality Control and Assurance

Reserved

20-2.14C(2) Materials**20-2.14C(2)(a) General**

Reserved

20-2.14C(2)(b) Water Supply Line

Water supply lines must consist of ductile iron pipe and fittings. Pipe must comply with ANSI/AWWA C151/A21.51, Class 350. Fittings must comply with ANSI/AWWA C110/A21.10, rated for a working pressure of 350 psi.

Ductile iron pipe connections to expansion assemblies must be a flanged joint complying with ANSI/AWWA C115/A21.15. Flange gaskets must be rated for a working pressure of 350 psi. Fasteners must comply with section 75-1.02, except that stainless steel fasteners must not be used.

All other ductile iron pipe and fitting joints must be push-on, restrained type complying with ANSI/AWWA C111/A21.11. Push-on, restrained type joints may use proprietary dimensions and proprietary restrained joint locking systems.

Ductile iron pipe and fittings must have an asphaltic coating complying with ANSI/AWWA C151/A21.51, and a cement mortar lining complying with ANSI/AWWA C104/A21.4.

20-2.14C(2)(c) Expansion Assemblies

Expansion assemblies must be a sleeve type expansion joint. The expansion assembly must have:

1. Ductile iron body complying with ANSI/AWWA C153/A21.53
2. Flanged ends complying with ANSI/AWWA C110/A21.10
3. Fusion bonded epoxy internal lining complying with ANSI/AWWA C213 at least 15 mils thick
4. Internal expansion sleeve limiting stop collars and be pressure balanced
5. Working pressure of at least 350 psi for sizes 24 inches and smaller and 250 psi for sizes larger than 24 inches
6. NSF 61 certification

The expansion assembly must be factory set at 1/2 the extension capacity.

20-2.14C(2)(d) Flange Insulating Gaskets

Flange insulating gaskets must consist of a dielectric flange gasket, insulating washers and sleeves, and commercial quality steel bolts and nuts. Dielectric flange gasket must have a dielectric strength of at least 500 vpm.

20-2.14C(2)(e) Casing Insulators

Casing insulators must be:

1. 2-piece, 8-inch, 14-gauge epoxy-coated or galvanized steel band, four 2-inch-wide glass-reinforced polyester or polyethylene runners, with cadmium-plated nuts and bolts.
2. Coated with at least 15-mils heat-fused PVC to provide a nonconductive inner liner.
3. Factory constructed to ensure the water supply line is centered in the casing. Insulators must not allow any pipe to casing contact and have at least 2 runners seated on the bottom of the casing.
4. Sized for the casing and water supply line shown.

20-2.14C(2)(f) Dirt Stops

Dirt stops must consist of a redwood cover with polyurethane foam.

Use construction heart grade redwood complying with 57-2.01B(2). Construct cover to fit snugly around the water supply line. The cover must be 2 inches taller and 2 inches wider than the casing.

Polyurethane foam must be expanding foam spray that is water resistant and moisture cured.

20-2.14C(2)(g) Seismic Expansion Assemblies

Seismic expansion assemblies must be a sleeve type expansion joint with integral ball joints at each end.

Seismic expansion assemblies must have:

1. Ability to withstand at least 15 degree angular deflection at each end and maximum movement in all 3 planes at the same time
2. Ductile iron body complying with ANSI/AWWA C153/A21.53
3. Flanged ends complying with ANSI/AWWA C110/A21.10
4. Fusion bonded epoxy internal lining complying with ANSI/AWWA C213 at least 15 mils thick
5. Internal expansion sleeve limiting stop collars and pressure balanced
6. Ball joints contained in flanged retainers with seal gaskets
7. Working pressure of at least 350 psi for sizes 24 inches and smaller and 250 psi for sizes larger than 24 inches
8. NSF 61 certification

The seismic expansion assembly must be factory set at 1/2 the extension capacity.

20-2.14C(2)(h) Lateral Restraint Assemblies

Lateral restraint assemblies must be (1) constructed from commercial quality steel components complying with section 75-1.02, (2) adjustable, and (3) able to resist a horizontal force of 10 percent of the contributory dead load.

20-2.14C(3) Construction

Each ductile iron pipe must be connected and fully extended (pulled out) after joint assembly before the next pipe section is added.

Install flange insulating gaskets on the outside flange of seismic expansion assemblies and expansion assemblies.

20-2.14C(4) Payment

Supply line on structures is paid for as supply line (bridge).

20-2.15 TEMPORARY IRRIGATION SYSTEMS

Reserved

20-2.16–20-2.19 RESERVED

20-3 PLANTING

20-3.01 GENERAL

20-3.01A General

20-3.01A(1) Summary

Section 20-3 includes specifications for performing planting work in new and existing landscapes.

20-3.01A(2) Definitions

Reserved

20-3.01A(3) Submittals

20-3.01A(3)(a) General

Submit nursery invoices showing species or variety and inspection certificates for plants.

Submit documentation of clearance from the county agricultural commissioner for plants obtained from a county outside the project limits.

If a root stimulant is required, submit a copy of the root stimulant manufacturer's product sheet and instructions for the application of the root stimulant.

If cuttings are to be taken from outside the right-of-way, submit proof of permits and payment of associated fees. Notify the Engineer of the location at least 15 days before taking cuttings.

20-3.01A(3)(b) Vendor Statements

At least 60 days before planting the plants, submit a statement from the vendor that the order for the plants required, including sample plants used for inspection, has been received and accepted by the vendor. The statement from the vendor must include the plant names, sizes, and quantities and the anticipated delivery date.

20-3.01A(3)(c) Certificates of Compliance

Submit a certificate of compliance for:

1. Sod
2. Soil amendment

20-3.01A(4) Quality Control and Assurance

Plants must comply with federal and state laws requiring inspection for diseases and infestations. Inspection certificates required by law must accompany each shipment of plants.

Obtain clearance from the county agricultural commissioner before planting plants delivered from a county outside the project limits.

The Engineer inspects the roots of container-grown sample plants by removing earth from the rootball of not less than 2 plants, nor more than 2 percent of the total number of plants of each species or variety. If container-grown plants are purchased from several sources, the Engineer inspects the roots of not less than 2 of each sample plant species or variety from each source. The rootball of container grown plants must not show evidence of being underdeveloped, deformed, or having been restricted.

If the Engineer finds noncompliant plants, the entire lot represented by the noncompliant sample plants will be rejected.

Cuttings with mature or brown stems and cuttings that have been trimmed will be rejected.

20-3.01B Materials

20-3.01B(1) General

Notify the Engineer at least 10 days before the plants are shipped to the job site.

20-3.01B(2) Plants

20-3.01B(2)(a) General

Plants must be the variety and size shown and true to the type or name shown. Plants must be individually tagged or tagged in groups identifying the plants by species or variety. Tagging is not required for cuttings.

Plants must be healthy, well-formed, not root-bound, free from insect pests and disease, and grown in nurseries inspected by the Department of Food and Agriculture.

The plants must comply with the size and type shown in the following table:

Plant group designation	Description	Container size (cu in)
A	No. 1 container	152–251
B	No. 5 container	785–1242
C	Balled and burlapped	--
E	Bulb	--
F	In flats	--
H	Cutting	--
I	Pot	--
K	24-inch box	5775–6861
M	Liner ^a	--
O	Acorn	--
P	Plugs ^{a, b}	--
S	Seedling ^c	--
U	No. 15 container	2768–3696

^aDo not use containers made of biodegradable material.

^bGrown in individual container cells.

^cBare root.

Trucks used for transporting plants must be equipped with covers to protect plants from windburn.

Handle and pack plants in an authorized way for the species or variety.

20-3.01B(2)(b) Cuttings

20-3.01B(2)(b)(i) General

Take cuttings at random from healthy, vigorous plants. Make cuts with sharp, clean tools. Do not take more than 25 percent of an individual plant and not more than 50 percent of the plants in an area.

Keep cuttings covered and wet until planted. Do not allow cuttings to dry or wither.

Plant cuttings no more than 2 days after being cut.

20-3.01B(2)(b)(ii) *Carpobrotus* and *Delosperma* Cuttings

You may take cuttings for new *Carpobrotus* and *Delosperma* groundcover from the existing highway planting areas, but these areas may not provide enough material to complete the work. Contact the local District's encroachment permit office to obtain a permit to harvest cuttings, identify acceptable cutting harvest areas, and to determine acceptable quantities to take.

Take tip cuttings from healthy, vigorous *Carpobrotus* and *Delosperma* plants that are free of pests and disease.

Carpobrotus cuttings must be 10 inches or more in length and not have roots.

Delosperma cuttings must be 6 inches or more in length and not have roots.

20-3.01B(2)(b)(iii) Willow Cuttings

Take willow cuttings from areas shown or designated by the Engineer.

Willow cuttings must be:

1. Reasonably straight
2. 20 to 24 inches in length
3. 3/4 to 1-1/2 inch in diameter at the base of the cutting

Cut the top of each willow cutting square above a leaf bud. Cut the base below a leaf bud at approximately a 45 degree angle. Trim off leaves and branches flush with the stem of the cutting.

20-3.01B(2)(b)(iv) Cottonwood Cuttings

Cottonwood cuttings must comply with the requirements for willow cuttings in section 20-3.01B(2)(b)(iii).

20-3.01B(2)(b)(v)–20-3.01B(2)(b)(viii) Reserved

20-3.01B(2)(c) Sod

Sod must:

1. Be grown to comply with the Food & Agri Code
2. Be free from weeds and undesirable types of grasses and clovers
3. Be field-grown on soil containing less than 50 percent silt and clay
3. Have less than 1/2-inch-thick thatch
4. Not be less than 8 months or more than 16 months old
5. Be machine-cut to a uniform soil thickness of $5/8 \pm 1/4$ inch, not including top growth and thatch

Protect sod with tarps or other protective covers during delivery. Do not allow sod to dry out during delivery or before placement.

20-3.01B(3) Soil Amendment

Soil amendment must comply with the requirements in the Food & Agri Code. Soil amendment must be one or a combination of the following:

1. Sphagnum peat moss
2. Nitrolized fir bark
3. Vermiculite
4. Perlite

20-3.01B(4) Fertilizers

20-3.01B(4)(a) General

Deliver fertilizer in labeled containers showing weight, chemical analysis, and manufacturer's name.

Fertilizer must comply with the requirements of the Food & Agri Code.

20-3.01B(4)(b) Slow-release Fertilizers

Slow-release fertilizer must be a pelleted or granular form with a nutrient release over an 8 to 12 month period and must comply with the chemical analysis ranges shown in the following table:

Ingredient	Content (percent)
Nitrogen (N)	16–21
Phosphoric acid (P)	6–8
Water soluble potash (K)	4–10

20-3.01B(4)(c) Packet Fertilizers

Packet fertilizer must be a biodegradable packet with a nutrient release over a 12 month period. Each packet must have a weight of 10 ± 1 grams and must comply with the chemical analysis shown in the following table:

Ingredient	Content (percent)
Nitrogen(N)	20
Phosphoric acid (P)	10
Water soluble potash (K)	5

20-3.01B(4)(d) Organic Fertilizers

Organic fertilizer must be pelleted or granular with a cumulative nitrogen release rate of no more than 70 percent for the first 70 days after incubation at 86 degrees F with 100 percent at 350 days or more. Organic fertilizer must comply with the chemical analysis shown in the following table:

Ingredient	Content (percent)
Nitrogen (N)	5–7
Phosphoric acid (P)	1–5
Water soluble potash (K)	1–10

20-3.01B(5) Root Stimulants

Root stimulant must be a commercial quality product.

20-3.01B(6) Plaster Sand

Backfill material for the transplant palm tree planting holes must be 100 percent commercial quality washed plaster sand.

20-3.01B(7) Root Barrier

Root barrier must be an injection molded or extruded modular panel made of high-density polypropylene or polyethylene plastic.

Each panel must:

1. Be at least 1/16-inch thick
2. Have at least 4 molded root-deflecting vertical ribs 0.5- to 0.8-inch wide, 6 to 8 inches apart
3. Have a locking strip or an integral male-female sliding lock designed to resist slippage between panels
4. Be at least 2 feet wide and 2 feet in depth

20-3.01B(8) Root Protectors

Each root protector must be:

1. Fabricated from 1-inch, hexagonal pattern, 20-gauge mesh wire
2. Closed bottom design with a height and diameter that provides a minimum of 6 inches of clearance between the root ball and the sides and bottom of the wire cylinder

Wire edges at the top of the cylinder must be the uncut manufactured finished edge free of sharp points.

20-3.01B(9) Foliage Protectors

Each foliage protector must be:

1. Fabricated from 1-inch, hexagonal pattern, 20-gauge mesh wire
2. Approximately 4 feet high and 2 feet in diameter

Wire edges at the top of the cylinder must be the uncut manufactured finished edge free of sharp points. Other wire edges that are cut must be free of sharp points.

Support stakes must be one of the following:

1. 3/4-inch reinforcing steel bar a minimum of 5 feet long with an orange or red plastic safety cap that fits snugly onto the top of the reinforcing steel bar
2. 2 inch nominal diameter or 2 by 2 inch nominal size wood stakes a minimum of 5 feet long. Wood stakes must be straight

The jute mesh cover must comply with section 21-1.02O(2). Twine required to hold the jute mesh cover in place must be 1/8-inch diameter manila hemp twine.

20-3.01B(10) Wood Plant Stakes

Each plant stake must be nominal 2 by 2 inch or nominal 2-inch diameter and of sufficient length to keep the plant in an upright position.

Plant stakes for vines must be nominal 1 by 1 inch, 18 inches long.

20-3.01B(11) Plant Ties

Plant ties must be extruded vinyl-based tape, 1 inch wide and at least 10 mils thick.

20-3.01C Construction

20-3.01C(1) General

Apply a root stimulant under the manufacturer's instructions to the plants specified in the special provisions.

Before transporting the plants to the planting area, thoroughly wet the root ball.

20-3.01C(2) Pruning

Prune plants under the latest edition of ANSI A300 part 1, *Pruning*, published by the Tree Care Industry Association.

Do not use tree seal compounds to cover pruning cuts.

20-3.01C(3) Watering

Water existing plants to be maintained, transplanted trees, and new plants as needed to keep the plants in a healthy growing condition.

20-3.01C(4) Replacement Plants

Plants that show signs of failure to grow at any time or are so injured or damaged as to render them unsuitable for the purpose intended, must be removed, replaced, and replanted. Replace unsuitable plants within 2 weeks after the Engineer marks or indicates that the plants must be replaced.

Replacement planting must comply with the original planting requirements, spacing, and size provisions described for the plants being replaced.

Replacement planting for transplanted trees must comply with the work plan and be planted in the same planting hole.

Replacement ground cover plants must be the same species specified for the ground cover being replaced. Other replacement plants must be the same species as the plants being replaced.

Place orders for replacement plants with the vendor at the appropriate time so that the replacement plants are not in a root-bound condition.

The Department does not pay for replacement plants or the planting of replacement plants.

20-3.01C(5) Maintain Plants

Maintain plants from the time of planting until Contract acceptance if no plant establishment period is specified or until the start of the plant establishment period.

20-3.01D Payment

Reserved

20-3.02 EXISTING PLANTING

20-3.02A General

20-3.02A(1) Summary

Section 20-3.02 includes specifications for pruning existing plants, transplanting trees, and maintaining existing planted areas.

Transplant palm trees between March 15 and October 15.

20-3.02A(2) Definitions

Reserved

20-3.02A(3) Submittals

Submit a work plan for:

1. Transplanting trees. The work plan must include methods for lifting, transporting, storing, planting, guying, and maintaining each tree to be transplanted. Include root ball size, method of root ball containment, and a maintenance program for each tree.
2. Maintaining existing planted areas. The work plan must include weed control, fertilization, mowing and trimming of turf areas, watering, and controlling rodents and pests.

Submit a copy of the manufacturer's product sheet for root stimulant including application instructions.

20-3.02A(4) Quality Control and Assurance

Inspect for deficiencies of existing planted areas in the presence of the Engineer. Complete the inspection within 15 days after the start of job site activities.

Deficiencies requiring corrective action include:

1. Weeds
2. Dead, diseased, or unhealthy plants
3. Missing plant stakes and tree ties
4. Inadequate plant basins and basin mulch
5. Other deficiencies needing corrective action to promote healthy plant life
6. Rodents and pests

20-3.02B Materials

Not Used

20-3.02C Construction

20-3.02C(1) General

Correct deficiencies of existing planted areas as ordered within 15 days of the order. Correction of deficiencies is change order work.

After deficiencies are corrected, perform work to maintain existing planted areas in a neat and presentable condition and to promote healthy plant growth through Contract acceptance.

20-3.02C(2) Prune Existing Plants

Prune existing plants as shown.

If no bid item for prune existing plants is included, prune existing plants as ordered. Pruning existing plants is change order work.

20-3.02C(3) Transplant Trees

Prune each tree to be transplanted immediately before lifting.

If the tree to be transplanted is a palm, prune by removing dead fronds and frond stubs from the trunk. Remove green fronds up to 2 rows of fronds away from the center of growth. Tie the remaining 2 rows of fronds in an upright position with light hemp or manila rope. Remove fronds and frond stubs at the trunk in a manner that will not injure the trunk. Remove fronds and frond stubs for *Phoenix dactylifera* (Date Palm) approximately 4 inches from the trunk.

Prepare each hole in the new location before lifting the tree to be transplanted.

Lift tree to be transplanted as described in the work plan.

Comply with section 20-3.03C(3) for handling and planting each tree to be transplanted.

Until replanted, cover exposed root ball with wet burlap or canvas and cover the crown with 90 percent shade cloth.

Replant each tree on the same day it is lifted if possible. If the transplant location is not ready to receive the tree, store and maintain the tree to be transplanted until the transplant location is authorized. Store tree in an upright position.

Replace damaged transplanted tree under 20-3.01C(4) and with the number of trees specified in the special provisions.

The replacement trees must be planted in individual plant holes at the location determined by the Engineer within the area of the tree being replaced. Comply with section 20-3.03C(2) for the planting of the replacement trees.

20-3.02C(4) Maintain Existing Planted Areas

If a bid item for maintain existing planted areas is included, the existing plant basins must be kept well-formed and free of sediment. If the existing plant basins need repairs, and the basins contain mulch, replace the mulch after the repairs are done.

Control weeds within the existing planted area and:

1. From the existing planted area limit to the adjacent edges of paving and fences if less than or equal to 12 feet
2. From the existing planted area limit to 6 feet beyond the outer limit of the existing planted area if the adjacent edge of paving or fence is more than 12 feet away
3. Within a 3-foot radius from each existing tree and shrub

If no bid item for maintain existing planted areas is included, maintain existing planted areas as ordered. Maintain existing planted areas is change order work.

20-3.02D Payment

Not Used

20-3.03 PLANTING WORK

20-3.03A General

Section 20-3.03 includes specifications for planting plants.

20-3.03B Materials

Not Used

20-3.03C Construction

20-3.03C(1) General

Do not begin planting until authorized.

If an irrigation system is required, do not begin planting in an area until the functional test has been completed and authorized for the irrigation system serving that area.

20-3.03C(2) Preparing Planting Areas

The location of each plant is as shown unless the Engineer designates otherwise. If the Engineer designates the location, it will be marked by a stake, flag, or other marker.

Conduct work so the existing flow line in drainage ditches is maintained. Material displaced by your operations that interferes with drainage must be removed.

Where a minimum distance to a drainage ditch is shown, locate the plant so that the outer edge of its basin wall is at least the minimum distance shown for each plant involved.

Excavate each planting hole by hand digging or by drilling. The bottom of each planting hole must be flat. Do not use water for excavating the hole.

Unless a larger planting hole is specified, the planting hole must be large enough to receive the root ball or the total length and width of roots, backfill, amendments, and fertilizer. Where rock or other hard material prohibits the hole from being excavated, a new hole must be excavated and the abandoned hole backfilled.

20-3.03C(3) Planting Plants

20-3.03C(3)(a) General

Do not plant plants in soil that is too wet, too dry, not properly conditioned as specified, or in an unsatisfactory condition for planting.

Do not distribute more plants than can be planted and watered on that day.

Water plants immediately after planting. Apply water until the backfill soil around and below the roots or ball of earth around the roots of each plant is thoroughly saturated. When watering with a hose, use a nozzle, water disbursement device, or pressure reducing device. Do not allow the full force of the water from the open end of the hose to fall within the basin around any plant. Groundcover plants in areas with an irrigation system must be watered by sprinklers. Several consecutive watering cycles may be necessary to thoroughly saturate the soil.

If shown, install root barriers between trees and concrete sidewalk or curb. Install panels flush with finished grade and join with locking strips or integral male-female sliding locks. Install barriers with root deflectors facing inward.

If a tree grate is shown, install root barrier panels 0.5 inch above finish grade or as shown.

Adjust planting locations so that each tree or shrub is at least 8 feet away from any sprinkler.

Where a tree, shrub, or vine is to be planted within a groundcover area or cutting planting area, plant it before planting groundcover or cuttings.

Where shrubs and groundcovers are shown to be planted in groups, the outer rows directly adjacent to the nearest roadway or highway fence must be parallel to the nearest roadway or highway fence. Stagger shrubs and groundcovers in adjacent rows. Adjust the alignment of the plants within the outer rows.

Core holes in concrete masonry block wall as shown.

Where a vine is to be planted against a wall or fence, plant it as close as possible to the wall or fence. If a vine planted next to a wall is to be staked, stake and tie the vine at the time of planting. A vine planted next to a fence must be tied to the fence at the time of planting.

Protect tree trunks from injury. Do not:

1. Drag tree
2. Use chains to move a tree
3. Lay tree on the ground

20-3.03C(3)(b) Trees, Shrubs, and Vines

After preparing holes, thoroughly mix soil amendment and granular fertilizer at the rate shown with native soil to be used as backfill material. Remove containers from plants in such a manner that the ball of earth

surrounding the roots is not broken. Do not cut plant containers before delivery of the plants to the planting area. Plant and water plants immediately after removal from their containers.

Place packet fertilizer in the backfill within 6 to 8 inches of the ground surface and approximately 1 inch from the root ball. If more than 1 packet is required per plant, distribute the packets evenly around the root ball.

If a root stimulant is to be used, apply it according to the manufacturer's instructions.

If required, install root protectors in the plant holes as shown.

Ensure roots are not restricted or distorted.

Distribute backfill uniformly throughout the entire depth of the plant hole without clods or lumps. After the planting holes have been backfilled, jet water into the backfill with a pipe or tube inserted into the bottom of the hole until the backfill material is saturated for the full depth. If the backfill material settles below this level, add additional backfill to the required level. If a plant settles deeper than shown, replant it at the required level.

Remove nursery stakes after planting.

Install 2 plant stakes for each plant to be staked at the time of planting as shown. Ensure the rootball is not damaged.

Tie the plant to the stakes with 2 plant ties, 1 tie to each stake. Each tie must form a figure 8 by crossing the tie between the plant and the stake as shown. Install ties at the lowest position that will support the plant in an upright position. Ties must provide trunk flexibility but not allow the trunk to rub against the stakes. Wrap each end of the tie 1-1/2 turns around the stake and securely tie.

Construct a watering basin around each plant as shown.

If required, install a foliage protector:

1. Over the plant within 2 days after planting.
2. Vertically and centered over the plant as shown

If foliage protectors are required:

1. Cut the bottom of the wire cylinder to match the slope of the ground. Do not leave sharp points of wire after cutting. Sharp points must be bent over or blunted.
2. Install 2 support stakes for foliage protectors vertically and embed in the soil on opposite sides of the plant as shown and in a transverse direction to the prevailing wind.
3. Either weave the support stakes through the wire cylinder mesh at 6 inch maximum centers or fasten the wire cylinder to the support stakes at 6 inch maximum centers.
4. Wire cylinder must be snug against the support stakes but loose enough to be raised for pesticide application or to perform weeding within the plant basin.
5. Install jute mesh cover over the foliage protector and secure with twine as shown.

20-3.03C(3)(c) Groundcover Plants

Each groundcover planting area irrigated by a single control valve must be completely planted and watered before planting other groundcover planting areas.

Plant groundcover plants in moist soil, and in neat, straight rows, spaced as shown.

Apply fertilizer to groundcover plants and water into the soil immediately after planting.

20-3.03C(3)(d) Cuttings, Liners, Plugs, and Seedling Plants

20-3.03C(3)(d)(i) General

Apply fertilizer to cuttings, liners, plugs, and seedling plants and water immediately after planting.

Ensure the soil is moist to a minimum depth of 8 inches before planting cuttings.

If a root stimulant is to be used, apply it according to the manufacturer's instructions.

20-3.03C(3)(d)(ii) Willow Cuttings

Unless otherwise shown, for willow cuttings excavate planting holes perpendicular to the ground line by using a steel bar, auger, post hole digger, or similar tools. Holes must be large enough to receive the cuttings and fertilizer packet. Plant willow cuttings to the specified depths without damaging the bark.

Where rock or other hard material prohibits the excavation of the planting holes, excavate new holes and backfill the unused holes.

Plant willow cuttings during the period specified in the special provisions.

Apply root stimulant according to the manufacturer's instructions.

Plant the base of the cutting 10 to 12 inches deep with 3 to 5 bud scars exposed above the ground. If more than 5 bud scars are exposed, trim off the excess willow cutting length.

Place 1 fertilizer packet in the backfill of each cutting, 6 to 8 inches below the ground surface and approximately 1 inch from the cutting.

Backfill the plant holes with excavated material after planting. Distribute the excavated material evenly within the hole without clods, lumps, or air pockets. Compact the backfill so that the cutting cannot be easily removed from the soil. Do not damage the cutting's bark.

Dispose of trimmings and unused cuttings.

20-3.03C(3)(d)(iii) Cottonwood Cuttings

Reserved

20-3.03C(3)(d)(iv) *Carpobrotus* and *Delosperma* Cuttings

Plant *Carpobrotus* cuttings to a depth so that not less than 2 nodes are covered with soil. The basal end of *Delosperma* cuttings must not be less than 2 inches below the surface of the soil and the basal end of *Carpobrotus* cuttings must not be less than 4 inches below the surface of the soil.

Apply root stimulant to *Delosperma* cuttings before planting.

Do not plant *Carpobrotus* or *Delosperma* cuttings in soil that does not contain sufficient moisture at an average depth of 2 inches below the surface.

20-3.03C(3)(d)(v) Liner Plants

Plant liner plants during the period specified in the special provisions.

If a foliage protector is required, install under section 20-3.03C(3)(b).

20-3.03C(3)(d)(vi) Plug Plants

Plant plug plants during the period specified in the special provisions.

20-3.03C(3)(d)(vii) Seedling Plants

Plant seedling plants during the period specified in the special provisions.

20-3.03C(3)(e) Sod

After all other planting is performed, grade sod areas to drain and to a smooth and uniform surface. Fine grade and roll sod areas before placing sod.

Areas adjacent to sidewalks, edging, and other paved borders and surfaced areas must be 1 inch below the finished surface elevation of the facilities, after fine grading, rolling, and settlement of the soil.

Place sod such that the end of each adjacent strip is staggered a minimum of 2 feet. Place the edge and end of sod firmly against adjacent sod and against sidewalks, edging, and other paved borders and surfaced areas.

Lightly roll the entire sodded area to eliminate air pockets and ensure close contact with the soil after placement of sod. Water the sodded areas so that the soil is moist to a minimum depth of 4 inches after rolling. Do not allow the sod to dry out.

If irregular or uneven areas appear in the sodded areas, restore to a smooth and even appearance.

Trim sod to a uniform edge at sidewalks, edging, and other paved borders and surfaced areas. Trimming must be repeated whenever the edge of sod extends 1 inch beyond the edge of the edging, sidewalks, and other paved borders and surfaced areas. Remove and dispose of trimmed sod.

Mow sod when it has reached a height of 4 inches. Mow sod to a height of 2.5 inches.

20-3.03D Payment

Soil amendment is measured in the vehicle at the point of delivery.

Measurement for slow-release fertilizer, organic fertilizer, or iron sulfate is determined from marked weight or sack count.

Various sizes and types of plants are measured by either the product of the average plant density and the total area planted or by actual count of the living plants in place, determined by the Engineer. The average plant density is the number of living plants per sq yd determined from actual count of test areas chosen representing the total planted area. The size and location of the test areas is determined by you and the Engineer, except that the total area tested must be equal to not less than 3 percent nor more than 5 percent of the planted area being determined. The Engineer makes the final determination of the areas to be tested.

20-3.04–20-3.08 RESERVED

20-4 PLANT ESTABLISHMENT WORK

20-4.01 GENERAL

20-4.01A Summary

Section 20-4 includes specifications for performing plant establishment work.

Plant establishment consists of caring for the plants, including watering, fertilizing, pruning, replacing damaged plants, pest control, and operating and repairing of all existing irrigation facilities used and irrigation facilities installed as part of the new irrigation system.

Working days on which no work is required, as determined by the Engineer, will be credited as a plant establishment working day, regardless of whether or not you perform plant establishment work.

Working days whenever you fail to adequately perform plant establishment work will not be credited toward the plant establishment working days.

20-4.01B Definitions

Type 1 plant establishment: Plant establishment period with the number of working days specified for plant establishment beginning after all work has been completed except for plant establishment work and other bid items specified to be performed until Contract acceptance.

Type 2 plant establishment: Plant establishment period with the number of working days specified for plant establishment beginning after all planting work has been completed except for plant establishment work and other bid items specified to be performed until Contract acceptance, provided that the Contract must not be accepted unless the plant establishment work has been satisfactorily performed for at least the number of working days specified for plant establishment.

If maintenance and protection relief is granted for a completed portion of the work under section 5-1.38, Type 2 plant establishment period for the completed portion of the work is the time between completion of all planting work except for plant establishment work, and the granting of maintenance and protection relief, provided that the relief must not be granted unless the plant establishment work in the completed portion of the work has been satisfactorily performed for at least the number of working days specified for the plant establishment period.

20-4.01C Submittals

20-4.01C(1) General

Submit seasonal watering schedules for use during the plant establishment period within 10 days after the start of the plant establishment period. Remote irrigation control system watering schedule must utilize the remote irrigation control system software program.

Submit updated watering schedules within 5 business days after any changes have been made to the authorized schedules.

Submit a revised watering schedule for each irrigation controller not less than 30 days before completion of the plant establishment period.

20-4.01C(2) Notification

The Engineer will notify you in writing when the plant establishment period begins and will furnish statements regarding the number of working days credited to the plant establishment period after the notification.

Notify the Engineer at least 5 business days before applying each application of fertilizer.

20-4.01D Quality Control and Assurance

Provide training by a qualified person on the use and adjustment of the irrigation controllers installed, 30 days before completion of the plant establishment period.

Perform a final inspection of the plant establishment work in the presence of the Engineer between 20 and 30 days before Contract acceptance.

20-4.02 MATERIALS

20-4.02A General

Reserved

20-4.02B Fertilizers

Fertilizer must comply with section 20-3.01B(5).

20-4.03 CONSTRUCTION

20-4.03A General

Remove trash and debris.

Surplus earth accumulated in roadside clearing and planting areas must be removed.

Trim and mow turf areas as specified for sod in section 20-3.03C(3)(e). Dispose of trimmed and mowed material.

If irregular or uneven areas appear within turf areas, restore to a smooth and even appearance. Reseed turf seed areas.

Remove the tops of foliage protectors if plants become restricted.

Remove foliage protectors, including support stakes, within 30 days before the completion of the plant establishment period.

Keep plant basin walls well formed.

Clean new wye strainers and existing wye strainers that are a part of the new irrigation system annually until the completion of the plant establishment period. The last cleaning must be done within 15 days before the completion of the plant establishment period.

Remove, clean, and reinstall new filters and existing filters that are a part of the new irrigation system annually until the completion of the plant establishment period. The last cleaning must be done within 15 days before the completion of the plant establishment period.

20-4.03B Plant Growth Control

Prune plants planted as part of the Contract as authorized.

Remove plant growth that extends within 2 feet of sidewalks, curbs, dikes, shoulders, walls or fences.

Remove proposed and existing ground cover from within the plant basins, including basin walls, turf areas, and planting areas within edging.

Vines next to walls and fences must be kept staked and tied. Train vines on fences and walls or through cored holes in walls.

20-4.03C Fertilizers

Apply fertilizer to the plants as specified and water into the soil after each application.

Apply fertilizer at the rates shown and spread with a mechanical spreader, whenever possible.

20-4.03D Weed Control

Control weeds under section 20-1.03C(3).

20-4.03E Plant Staking

Replace the plant stakes that are inadequate to support plants with larger stakes.

Remove plant stakes when the Engineer determines they are no longer needed.

20-4.03F Replacement Plants

Replacement plants must comply with section 20-3.01C(4).

Replacement of plants up to and including the 125th plant establishment working day must be with a plant of the same size as originally specified. Plants of a larger container size than those originally specified for replacement plants may be used during the first 125 working days of the plant establishment period.

Replacement of plants after the 125th plant establishment working day must comply with the following size requirements:

Plant size (Original)	Plant size (Replacement)
Pot/liner/plug/seedling	No. 1 container
No. 1 container	No. 5 container
No. 5 container	No. 15 container

Other replacement plants must be the same size as originally specified.

Replacement ground cover plants must comply with the following spacing requirements:

Original spacing (inches)	On center spacing of replacement ground cover plants (inches)		
	Number of completed plant establishment working days		
	1-125	126-190	191-End of plant establishment period
9	9	6	6
12	12	9	6
18	18	12	9
24	24	18	12
36	36	24	18

20-4.03G Watering

Operate the electric automatic irrigation systems in the automatic mode unless authorized.

If any component of the electric automatic irrigation system is operated manually, the day will not be credited as a plant establishment working day unless the manual operation is authorized.

Water plants utilizing the remote irrigation control system software program unless authorized.

Implement the watering schedule at least 10 days before completion of the plant establishment period.

20-4.04 PAYMENT

Not Used

20-5 LANDSCAPE ELEMENTS

20-5.01 GENERAL

20-5.01A General

Section 20-5 includes specifications for constructing and installing landscape elements.

20-5.01B Materials

Not Used

20-5.01C Construction

Earthwork must comply with section 19.

20-5.01D Payment

Not Used

20-5.02 EDGING

20-5.02A General

Section 20-5.02 includes specifications for constructing landscape edging.

20-5.02B Materials

20-5.02B(1) General

Reserved

20-5.02B(2) Header Board Edging

Lumber for header board edging must be one of the following types:

1. Construction grade cedar
2. Pressure-treated Douglas fir
3. Construction heart grade redwood complying with section 57-2.01B(2)

Lumber must be:

1. Rough cut from sound timber.
2. Straight. Sweep must not exceed 1 inch in 6 feet.
3. Free from loose or unsound knots. Knots must be sound, tight, well spaced, and not to exceed 2 inches in size on any face.
4. Free of shakes in excess of 1/3 the thickness of the lumber.
5. Free of splits longer than the thickness of the lumber.
6. Free of other defects that would render the lumber unfit structurally for the purpose intended.

Edging anchors for header board edging must be stakes of the size and shape shown.

20-5.02B(3) Metal Edging

Metal edging must be commercial quality, made of aluminum or steel, and have an L-shaped design. Edging must be a minimum of 4 inches in height. The thickness must be as recommended by the manufacturer for the use intended.

Edging anchors must be from the same manufacturer as the metal edging.

20-5.02B(4) High Density Polyethylene Edging

HDPE edging must be commercial quality and a minimum of 4 inches in height. The thickness must be as recommended by the manufacturer for commercial installation for the use intended.

Edging anchors must be from the same manufacturer as HDPE edging.

20-5.02B(5) Concrete Edging

Concrete for edging must be minor concrete.

20-5.02B(6)–20-5.02B(10) Reserved

20-5.02C Construction

20-5.02C(1) General

Where edging is used to delineate the limits of inert ground cover or mulch areas, install edging before installing inert ground cover or mulch areas.

Saw cut surfaces where (1) asphalt concrete or concrete surfacing must be removed to permit the installation of edging and (2) no joint exists between the surfacing to be removed and the surfacing to remain in place. The surfacing must be cut in a straight line to a minimum depth of 2 inches with a power-driven saw before the surfacing is removed. Spike or stake spacing must comply with the manufacturer's instructions for use and site conditions.

20-5.02C(2) Header Board Edging

Each stake must be driven flush with the top edge of the header board edging and the stake top must be beveled away from the header board at a 45 degree angle. Attach stake to header board with a minimum of two 12-penny hot dipped galvanized nails per stake.

20-5.02C(3) Metal and High Density Polyethylene Edging

Spike or stake spacing must comply with the manufacturer's instructions for use and site conditions.

20-5.02C(4) Concrete Edging

Construct and finish minor concrete edging under section 73-2.

20-5.02C(5)–20-5.02C(9) Reserved

20-5.02D Payment

Edging is measured parallel to the ground surface.

20-5.03 INERT GROUND COVERS AND MULCHES

20-5.03A General

20-5.03A(1) General

20-5.03A(1)(a) Summary

Section 20-5.03 includes specifications for installing inert ground covers and mulches.

20-5.03A(1)(b) Definitions

Reserved

20-5.03A(1)(c) Submittals

Submit:

1. Filter fabric product data including the manufacturer's product sheet and installation instructions
2. Certificate of compliance for filter fabric at least 5 business days before delivery of the material to the job site

20-5.03A(1)(d) Quality Control and Assurance

Reserved

20-5.03A(2) Materials

Soil sterilant must be oxadiazon granular preemergent and must comply with section 20-1.02C.

Filter fabric must be Class A. Staples for filter fabric must comply with section 21-1.02R.

20-5.03A(3) Construction**20-5.03A(3)(a) General**

Before performing inert ground cover and mulch work, remove plants and weeds to ground level.

20-5.03A(3)(b) Earthwork

Excavate areas to receive inert ground cover or mulch to the depth shown. Maintain the planned flow lines, slope gradients, and contours of the job site. Grade subgrade to a smooth and uniform surface and compact to not less than 90 percent relative compaction.

20-5.03A(3)(c) Treatment of Soil

After compaction, apply soil sterilant at the maximum label rate. Do not apply soil sterilant more than 12 inches beyond the inert ground cover or mulch limits. The soil sterilant application and inert ground cover or mulch placement must be completed within the same work day.

20-5.03A(3)(d) Filter Fabric

Immediately before placing filter fabric, surfaces to receive filter fabric must be free of loose or extraneous material and sharp objects that may damage the filter fabric during installation.

Align fabric and place in a wrinkle-free manner.

Overlap adjacent rolls of the fabric from 12 to 18 inches. Spread each overlapping roll in the same direction. Fasten fabric with staples flush with the adjacent fabric to prevent movement of fabric by placement of inert ground cover or mulch.

Repair or replace fabric damaged during placement of inert ground cover or mulch with sufficient fabric to comply with overlap requirements.

20-5.03A(4) Payment

Not Used

20-5.03B Rock Blanket**20-5.03B(1) General****20-5.03B(1)(a) Summary**

Section 20-5.03B includes specifications for placing rock blanket.

20-5.03B(1)(b) Definitions

Reserved

20-5.03B(1)(c) Submittals

Submit a 1 sq yd sample of the various rock sizes.

20-5.03B(1)(d) Quality Control and Assurance

Reserved

20-5.03B(2) Materials**20-5.03B(2)(a) General**

Do not use filter fabric.

20-5.03B(2)(b) Concrete

Concrete must be minor concrete.

20-5.03B(2)(c) Rock

Rock must be clean, smooth, and obtained from a single source and must comply with the following grading requirements:

Grading Requirements

Screen size (inches)	Percentage passing
8	100
6	50-85
4	0-50

20-5.03B(2)(d) Mortar

Mortar must comply with section 51-1.02F.

20-5.03B(3) Construction

Place concrete as shown.

Rock must be placed while concrete is still plastic. Remove concrete adhering to the exposed surfaces of the rock.

Loose rocks or rocks with a gap greater than 3/8 inch must be reset by an authorized method. The rock gap is measured from the edge of the rock to the surrounding concrete bedding.

Place mortar as shown.

20-5.03B(4) Payment

Rock blanket is measured parallel to the rock blanket surface.

20-5.03C Gravel Mulch

20-5.03C(1) General

20-5.03C(1)(a) Summary

Section 20-5.03C includes specifications for placing gravel mulch.

20-5.03C(1)(b) Definitions

Reserved

20-5.03C(1)(c) Submittals

Submit a 5-lb sample of the gravel mulch.

20-5.03C(1)(d) Quality Control and Assurance

Reserved

20-5.03C(2) Materials

Gravel mulch must be:

1. Uniform gray color
2. From a single source only
3. Crushed rock that complies with the following grading requirements:

Grading Requirements

Sieve size	Percent passing
1-1/4 inch	100
3/4 inch	60-80
1/2 inch	45-65
No. 40	5-20

20-5.03C(3) Construction

Place gravel and compact by rolling.

The finished gravel mulch surface must be smooth and uniform, maintaining original flow lines, slope gradients, and contours of the job site.

20-5.03C(4) Payment

Gravel mulch is measured parallel to the gravel mulch surface.

20-5.03D Decomposed Granite

20-5.03D(1) General

20-5.03D(1)(a) Summary

Section 20-5.03D includes specifications for placing decomposed granite.

20-5.03D(1)(b) Definitions

Reserved

20-5.03D(1)(c) Submittals

Five business days before delivery of the materials to the job site, submit:

1. Solidifying emulsion product data including the manufacturers' product sheets and installation instructions
2. Certificate of compliance for solidifying emulsion
3. 5-lb sample of the decomposed granite

20-5.03D(1)(d) Quality Control and Assurance

Test plot must be:

1. Constructed at an authorized location
2. At least 3 by 12 feet
3. Constructed using the materials, equipment, and methods to be used in the work
4. Authorized before starting work

Notify the Engineer not less than 7 days before constructing the test plot.

The Engineer uses the authorized test plot to determine acceptability of the work.

If ordered, prepare additional test plots. Additional test plots are change order work.

If the test plot is not incorporated into the work, the Engineer may order you to remove it.

20-5.03D(2) Materials

20-5.03D(2)(a) General

Decomposed granite must be:

1. Uniform gray or tan color
2. From one source only
3. Crushed granite rock that complies with grading requirements shown in the following table:

Grading Requirements

Sieve size	Percent passing
3/8 inch	100
No. 4	95-100
No. 8	75-80
No. 16	55-65
No. 30	40-50
No. 50	25-35
No. 100	20-25
No. 200	5-15

Note:

Grading based upon AASHTO T11-82 and T27-82

20-5.03D(2)(b) Solidifying Emulsion

Solidifying emulsion must be either a water-based polymer or nontoxic organic powdered binder specifically manufactured to harden decomposed granite. The solidifying emulsion must not alter the decomposed granite color.

20-5.03D(3) Construction

Do not place decomposed granite during rainy conditions.

Mix solidifying emulsion thoroughly and uniformly throughout the decomposed granite and under the manufacturer's instructions. Mix the material in the field using portable mixing equipment, or delivered in mixer trucks from a local ready-mixed plant.

Place decomposed granite uniformly in layers no more than 1-1/2 inch thick. Compact each layer of decomposed granite to a relative compaction of not less than 90 percent. Begin compaction within 6 to 48 hours of placement.

If the material was mixed in the field, apply an application of solidifying emulsion after compaction as recommended by the manufacturer. Prevent runoff or overspray of solidifying emulsion onto adjacent paved or planting areas.

The finished decomposed granite surface must be smooth and uniform, compacted to a relative compaction of not less than 90 percent, maintaining original flow lines, slope gradients, and contours of the job site.

20-5.03D(4) Payment

Not Used

20-5.03E Wood Mulch

20-5.03E(1) General

20-5.03E(1)(a) Summary

Section 20-5.03E includes specifications for placing wood mulch.

20-5.03E(1)(b) Definitions

Reserved

20-5.03E(1)(c) Submittals

Submit a certificate of compliance for mulch.

Submit a 2 cu ft mulch sample with the mulch source listed on the bag and obtain approval before delivery of mulch to the job site.

20-5.03E(1)(d) Quality Control and Assurance

Reserved

20-5.03E(2) Materials

20-5.03E(2)(a) General

Mulch must not contain more than 0.1 percent of deleterious materials such as rocks, glass, plastics, metals, clods, weeds, weed seeds, coarse objects, sticks larger than the specified particle size, salts, paint, petroleum products, pesticides or other chemical residues harmful to plant or animal life.

Do not use filter fabric.

20-5.03E(2)(b) Tree Bark Mulch

Tree bark mulch must be derived from cedar, Douglas fir, or redwood species.

Tree bark mulch must be ground so that at least 95 percent of the material by volume is less than 2 inches and no more than 30 percent by volume is less than 1 inch.

20-5.03E(2)(c) Wood Chip Mulch

Wood chip mulch must:

21 EROSION CONTROL

07-19-13

Replace ", bonded fiber matrix, and polymer-stabilized fiber matrix" in the 1st paragraph of section 21-1.01B with:

and bonded fiber matrix

04-20-12

Delete the last paragraph of section 21-1.02E.

04-20-12

Replace section 21-1.02F(2) with:

21-1.02F(2) Reserved

04-20-12

Replace "20-7.02D(1)" in the 1st paragraph of section 21-1.02H with:

20-3.01B(4)

07-19-13

Replace section 21-1.02J with:

21-1.02J Reserved

04-20-12

Replace the row for organic matter content in the table in the 4th paragraph of section 21-1.02M with:

01-18-13

Organic matter content	TMECC 05.07-A Loss-on-ignition organic matter method (LOI) % dry weight basis	30–100
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Replace the paragraph in section 21-1.02P with:

10-19-12

Fiber roll must be a premanufactured roll filled with rice or wheat straw, wood excelsior, or coconut fiber. Fiber roll must be covered with biodegradable jute, sisal, or coir fiber netting secured tightly at each end and must be one of the following:

1. 8 to 10 inches in diameter and at least 1.1 lb/ft
2. 10 to 12 inches in diameter and at least 3 lb/ft

Fiber roll must have a minimum functional longevity of 1 year.

Add between the 1st and 2nd paragraphs of section 21-1.03A:

01-18-13

Remove and dispose of trash, debris, and weeds in areas to receive erosion control materials.

Remove and dispose of loose rocks larger than 2-1/2 inches in maximum dimension unless otherwise authorized.

Protect the traveled way, sidewalks, lined drainage channels, and existing vegetation from overspray of hydraulically-applied material.

- 3.1. Proportions
- 3.2. Types and amounts of chemical admixtures
4. Optional notice stating intent to produce LCB qualifying for a transverse contraction joint waiver under section 28-2.03D

Submittals for cementitious material must comply with section 90-1.01C(3).

Submit QC test results within 24 hours of test completion.

28-2.01C(2) Field Qualification

11-15-13

For each field qualification for each mix design, manufacture 12 specimens under ASTM C 31 and submit six of the specimens from 24 to 72 hours after manufacture. Use one batch for all 12 specimens.

07-19-13

Submit field qualification data and test reports including:

1. Mixing date
2. Mixing equipment and procedures used
3. Batch volume in cu yd, the minimum is 5 cu yd
4. Type and source of ingredients used
5. Age and strength from compression strength results

Field qualification test reports must be signed by the official in responsible charge of the laboratory performing the tests.

28-2.01D Quality Control and Assurance

28-2.01D(1) General

Stop LCB activities and immediately notify the Engineer whenever:

1. Any quality control or acceptance test result does not comply with the specifications
2. Visual inspection shows noncompliant LCB

If LCB activities are stopped, before resuming activities:

1. Inform the Engineer of the adjustments you will make
2. Remedy or replace the noncompliant LCB
3. Obtain authorization

Molds for compressive strength testing under ASTM C 31 or ASTM C 192 must be 6 by 12 inches.

Quality control and assurance for cementitious materials and admixtures must comply with section 90-1.01D(1)

28-2.01D(2) Aggregate Qualification Testing

Qualify the aggregate for each proposed aggregate source and gradation. Qualification tests include (1) sand equivalent and (2) average 7-day compressive strength under ASTM C 39 on 3 specimens manufactured under ASTM C 192. The cement content for this test must be 300 lb/cu yd, and the 7-day average compressive strength must be at least 610 psi. Cement must be Type II portland cement under section 90-1.02B(2).

LCB must have from 3 to 4 percent air content during aggregate qualification testing.

28-2.01D(3) Field Qualification Testing

Before placing LCB, you must perform field qualification testing and obtain authorization for each mix design. Retest and obtain authorization for changes to authorized mixed designs.

Proposed mix designs must be field qualified before you place the LCB represented by those mix designs. Use an American Concrete Institute (ACI) certified "Concrete Laboratory Technician, Grade I" to perform field qualification tests and calculations.

Notify the Engineer at least 5 days before field qualification. Perform field qualification within the job site or a location authorized by the Engineer.

Field qualification testing includes compressive strength, air content, and penetration or slump in compliance with the table titled "Quality Control Requirements."

Field qualification testing for compressive strength must comply with the following:

1. Manufacture 12 cylinders under ASTM C 31 from a single batch
2. Perform 3 tests; each test consists of determining the average compressive strength of 2 cylinders at 7 days under ASTM C 39
3. The average compressive strength for each test must be at least 530 psi

If you submitted a notice to produce LCB qualifying for a transverse contraction joint waiver, manufacture additional specimens and test LCB for compressive strength at 3 days. Prepare compressive strength cylinders under ASTM C 31 at the same time using the same material and procedures as the 7-day compressive strength cylinders except do not submit 6 additional test cylinders. The average 3-day compressive strength for each test must be not more than 500 psi.

28-2.01D(4) Quality Control Testing

Provide a testing laboratory to perform quality control tests. Maintain sampling and testing equipment in proper working condition. Perform sampling under California Test 125.

Testing laboratories and testing equipment must comply with the Department's Independent Assurance Program.

Perform quality control sampling, testing, and inspection throughout LCB production and placement. LCB must comply with the requirements for the quality characteristics shown in the following table:

Quality Control Requirements

Quality characteristic	Test method	Minimum sampling and testing frequency	Requirement
Sand equivalent (min)	ASTM D 2419	1 per 500 cubic yards but at least 1 per day of production	18
Aggregate gradation	ASTM C 136		Note a
Air content (max, percent) ^b	ASTM C 231		4
Penetration (inches)	ASTM C 360		0 to 1-1/2 nominal ^{c, d}
Slump (inches)	ASTM C 143		0-3 nominal ^{c, d}
Compressive strength (min, psi at 7 days)	ASTM C 39 ^e		530
Compressive strength (max, psi at 3 days) ^f	ASTM C 39 ^e		500

^a Comply with the table titled "Aggregate Grading" in section 28-2.02C.

^b If no single test in the first 5 air content tests exceeds 1-1/2 percent, no further air content tests are required.

^c Maximum penetration must not exceed 2 inches and maximum slump must not exceed 4 inches

^d Test for either penetration or slump

^e Prepare cylinders under ASTM C 31

^f Only applicable if you (1) submitted a notice stating intent to produce LCB qualifying for a transverse contraction joint waiver and (2) successfully field qualified the LCB for 3-day compressive strength. Make cylinders at the same time using the same material and procedures as QC testing for 7-day compressive strength.

28-2.01D(5) Acceptance Criteria

For acceptance, properties of LCB must comply with values shown in the following table:

Acceptance Criteria Testing

Property	Test method	Value
Compressive strength (min, psi at 7 days)	ASTM C 39 ^a	530 ^b

^a Cylinders prepared under ASTM C 31

^b A compressive strength test represents up to (1) 1,000 cu yd or (2) 1 day's production if less than 1,000 cu yd.

28-2.02 MATERIALS

28-2.02A General

Water must comply with section 90-1.02D.

The air content in LCB must not exceed 4 percent. If the aggregate used for LCB is produced from processed reclaimed asphalt concrete or other material that may cause the air content to exceed 4 percent, reduce the air content with an admixture.

A water-reducing chemical admixture may be used. Water-reducing chemical admixture must comply with ASTM C 494, Type A or Type F.

Air-entraining admixtures must comply with section 90-1.02E.

28-2.02B Cementitious Material

Portland cement must comply with section 90-1.02B. Portland cement content must not exceed 300 lb/cu yd.

SCM must comply with section 90-1.02B except the equations for SCM content under 90-1.02B(3) do not apply.

For aggregate qualification testing, use Type II portland cement under section 90-1.02B(2) without SCM.

28-2.02C Aggregate

Aggregate must be clean and free from decomposed material, organic material, and other deleterious substances. Aggregate samples must not be treated with lime, cement, or chemicals before testing for sand equivalent.

Use either 1-1/2 inch or 1 inch grading. Do not change your selected aggregate grading without authorization.

When tested under ASTM C 136, the percentage composition by weight of the aggregate must comply with the grading requirements for the sieve sizes shown in the following table:

Aggregate Grading

Sieve sizes	Percentage passing			
	1-1/2" maximum		1" maximum	
	Operating range	Contract compliance	Operating range	Contract compliance
2"	100	100	--	--
1-1/2"	90-100	87-100	100	100
1"	--	--	90-100	87-100
3/4"	50-85	45-90	50-100	45-100
3/8"	40-75	35-80	40-75	35-80
No. 4	25-60	20-65	35-60	30-65
No. 30	10-30	6-34	10-30	6-34
No. 200	0-12	0-15	0-12	0-15

Aggregate must comply with the quality requirements shown in the following table:

Aggregate Quality

Property	Test Method	Operating range	Contract compliance
Sand equivalent (min)	ASTM D 2419	21	18
Compressive strength (min, psi at 7 days)	ASTM C 192 ASTM C 39	--	610 at 300 lb/cu yd cement content

Note: Cement must be Type II portland cement under section 90-1.02B(2).

If the aggregate grading or the sand equivalent test results, or both comply with contract compliance requirements but not operating range requirements, you may continue placing LCB for the remainder of the work day. Do not place additional LCB until you demonstrate the LCB to be placed complies with the operating range requirements.

28-2.03 CONSTRUCTION

28-2.03A General

Do not allow traffic or equipment on the LCB for at least 72 hours after the 1st application of the curing compound and completion of contraction joints. Limit traffic and equipment on the LCB to that is required for placing additional layers of LCB or paving.

28-2.03B Subgrade

Immediately before spreading LCB, the subgrade must:

1. Comply with the specified compaction and elevation tolerance for the material involved
2. Be free from loose or extraneous material
3. Be uniformly moist

Areas of subgrade lower than the grade established by the Engineer must be filled with LCB. The Department does not pay for filling low areas of subgrade.

28-2.03C Proportioning, Mixing, and Transporting

Proportion LCB under section 90-1.02F except aggregate does not have to be separated into sizes.

Mix and transport LCB under section 90-1.02G except the 5th and 7th paragraphs in section 90-1.02G(6) do not apply.

28-2.03D Placing

Place LCB under section 40-1.03H(1) except the 3rd paragraph does not apply.

Unless otherwise described, construct LCB in minimum widths of 12 feet separated by construction joints. For LCB constructed monolithically in widths greater than 26 feet, construct a longitudinal contraction joint offset no more than 3 feet from the centerline of the width being constructed.

Contraction joints must comply with section 40-1.03D(3).

Construct transverse contraction joints in intervals that result in LCB areas where the lengths and widths are within 20 percent of each other. Measure the widths from any longitudinal construction or longitudinal contraction joints.

The Engineer waives the requirement for transverse contraction joints if you:

1. Submitted a notice under 28-2.01C(1)
2. Successfully field qualified LCB for 3-day compressive strength testing
3. Submit QC test results for 3-day compressive strength under section 28-2.01D(4).

If concrete pavement will be placed on LCB, construct longitudinal construction and longitudinal contraction joints in the LCB. Provide at least 1 foot horizontal clearance from planned longitudinal construction and longitudinal contraction joints in the concrete pavement.

Do not mix or place LCB when the atmospheric temperature is below 35 degrees F. Do not place LCB on frozen ground.

28-2.03E Finishing

Place LCB under section 40-1.03H(4) or under section 40-1.03H(5) except where there are confined work areas and when authorized:

1. Spread and shape LCB using suitable powered finishing machines and supplement with hand work as necessary
2. Consolidate LCB using high-frequency internal vibrators within 15 minutes after LCB is deposited on the subgrade
3. Vibrate with care such that adequate consolidation occurs across the full paving width and do not use vibrators for extensive weight shifting of the LCB

For LCB to be paved with HMA, before curing operation texture the LCB finished surface by dragging a broom, burlap, or a spring steel tine device. If using a spring steel tine device, the device must produce a scored surface with scores parallel or transverse to the pavement centerline. Texture at a time and in a manner that produces the coarsest texture for the method used.

For LCB to be paved with HMA, the finished surface must not vary more than 0.05 foot from the grade established by the Engineer.

Do not texture LCB that will be covered with concrete pavement. Before applying curing compound, finish LCB to a smooth surface free from mortar ridges and other projections.

For LCB to be paved with concrete pavement, the finished surface must not be above the grade, or more than 0.05 foot below the grade established by the Engineer.

The finished surface must be free from porous areas.

28-2.03F Curing

After finishing LCB, cure LCB with pigmented curing compound under section 90-1.03B(3) and 40-1.03K except for LCB to be paved with concrete pavement, comply with section 36-2. Apply curing compound to the area to be paved with concrete pavement:

1. In 2 separate applications
2. Before the atmospheric temperature falls below 40 degrees F
3. At a rate of 1 gal/150 sq ft for the first application
4. At a rate of 1 gal/200 sq ft for the second application. Within 4 days after the first application, clean the surface and apply the second application.

Immediately repair damage to the curing compound or LCB.

28-2.03G Surfaces Not Within Tolerance

Where LCB will be paved with concrete pavement, remove the base wherever the surface is higher than the grade established by the Engineer and replace it with LCB. Where LCB will not be paved with concrete pavement, remove the base wherever the surface is higher than 0.05 foot above the grade established by the Engineer and replace it with LCB. If authorized, grind the surface with either a diamond or carborundum blade to within tolerance. After grinding LCB to be paved with concrete pavement and after all free water has left the surface, clean foreign material and grinding residue from the surface. Apply curing compound to the ground area at a rate of approximately 1 gal/150 sq ft.

Where the surface of LCB is lower than 0.05 foot from the grade established by the Engineer, remove the base and replace it with LCB or, if authorized, fill low areas according to the pavement material as follows:

1. For HMA pavement, fill low areas with HMA that complies with the specifications for the lowest layer of pavement. Do not fill low areas concurrently with the paving operation.
2. For concrete pavement, fill low areas with pavement concrete concurrent with the paving operation.

28-2.04 PAYMENT

LCB is measured from the dimensions shown.

2. Acceptance testing
3. Placement
4. Training on placement methods
5. Checklist of items for proper placement
6. Unique issues specific to the project, including:
 - 6.1. Weather
 - 6.2. Alignment and geometrics
 - 6.3. Traffic control issues
 - 6.4. Haul distances
 - 6.5. Presence and absence of shaded areas
 - 6.6. Any other local issues

37-1.02 MATERIALS

Not Used

37-1.03 CONSTRUCTION

Not Used

37-1.04 PAYMENT

Not Used

Replace section 37-2 with:

07-19-13

37-2 SEAL COATS

37-2.01 GENERAL

37-2.01A General

37-2.01A(1) Summary

Section 37-2 includes specifications for applying seal coats.

37-2.01A(2) Definitions

Reserved

37-2.01A(3) Submittals

Reserved

37-2.01A(4) Quality Control and Assurance

The following personnel must attend the prepaving conference:

1. Aggregate suppliers
2. Chip spreader operators
3. Emulsion and binder distributor
4. Coated chips producer if coated chips are used

37-2.01B Materials

Screenings must be broken stone, crushed gravel, or both. At least 90 percent of screenings by weight must be crushed particles as determined under California Test 205.

Screenings for seal coats must have the properties specified in the following table:

Seal Coat Screenings

Properties	Test method	Specification
Los Angeles Rattler, %, max Loss at 100 revolutions. Loss at 500 revolutions.	California Test 211	10 40
Film stripping, %, max	California Test 302	25

37-2.01C Construction

37-2.01C(1) General

Wherever final sweeping or brooming of the seal coat surface is complete, place permanent traffic stripes and pavement markings within 10 days.

If you fail to place the permanent traffic stripes and pavement markings within the specified time, the Department withholds 50 percent of the estimated value of the seal coat work completed that has not received permanent traffic stripes and pavement markings.

37-2.01C(2) Equipment

Equipment for seal coats must include and comply with the following:

1. Screenings haul trucks. Haul trucks must have:
 - 1.1. Tailgates that discharge screenings
 - 1.2. Devices to lock onto the rear screenings spreader hitch
 - 1.3. Dump beds that will not push down on the spreader when fully raised
 - 1.4. Dump beds that will not spill screenings on the roadway when transferred to the spreader hopper
 - 1.5. Tarpaulins to cover precoated screenings when haul distance exceeds 30 minutes or ambient temperature is less than 65 degrees F
2. Self-propelled screenings spreader. The spreader must have:
 - 2.1. Screenings hopper in the rear
 - 2.2. Belt conveyors that carry the screenings to the front
 - 2.3. Spreading hopper capable of providing a uniform screening spread rate over the entire width of the traffic lane in 1 application.
3. Self-propelled power brooms. Do not use gutter brooms or steel-tined brooms. Brooms must be capable of removing loose screenings adjacent to barriers that prevent screenings from being swept off the roadway, including curbs, gutters, dikes, berms, and railings.
4. Pneumatic-tired rollers. Pneumatic-tired rollers must be an oscillating type at least 4 feet wide. Each roller must be self-propelled and reversible. Pneumatic tires must be of equal size, diameter, type, and ply. The roller must carry at least 3,000 lb of load on each wheel and each tire must have an air pressure of 100 ± 5 psi.

37-2.01C(3) Surface Preparation

Before applying seal coat, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with a sufficient number of control points to relocate the facilities after the application of the seal coat.

After completion of the seal coat operation, remove covers from the facilities.

Immediately before applying seal coat, clean the surface to receive seal coat by removing extraneous material and drying. Cleaning the existing pavement includes the use of brooms.

37-2.01C(4) Applying Emulsion and Asphalt Binder

Prevent spray on existing pavement not intended for seal coat or on previously applied seal coat using a material such as building paper. Remove the material after use.

Align longitudinal joints between seal coat applications with designated traffic lanes.

For emulsion, overlap longitudinal joints by not more than 4 inches. You may overlap longitudinal joints up to 8 inches if authorized.

For areas not accessible to a truck distributor bar, apply the emulsion with a squeegee or other authorized means. For asphalt binder, hand spray nonaccessible areas. You may overlap the emulsion or asphalt binder applications before the application of screenings at longitudinal joints.

Do not apply the emulsion or asphalt binder unless there are sufficient screenings at the job site to cover the emulsion or asphalt binder.

Discontinue application of emulsion or asphalt binder early enough to comply with lane closure specifications and darkness. Apply to 1 lane at a time and cover the lane entirely in 1 operation.

37-2.01C(5) Spreading Screenings

Prevent vehicles from driving on asphaltic emulsion or asphalt binder before spreading screenings.

Spread screenings at a uniform rate over the full lane width in 1 application.

Broom excess screenings at joints before spreading adjacent screenings.

Operate the spreader at speeds slow enough to prevent screenings from rolling over after dropping.

If the spreader is not moving, screenings must not drop. If you stop spreading and screenings drop, remove the excess screenings before resuming activities.

37-2.01C(6) Finishing

Remove piles, ridges, or unevenly distributed screenings. Repair permanent ridges, bumps, or depressions in the finished surface. Spread additional screenings and roll if screenings are picked up by rollers or vehicles.

Seal coat joints between adjacent applications of seal coat must be smooth, straight, uniform, and completely covered. Longitudinal joints must be at lane lines and not overlap by more than 4 inches. Blend the adjacent applications by brooming.

A coverage is the number of passes a roller needs to cover the width. A pass is 1 roller movement parallel to the seal coat application in either direction. Overlapping passes are part of the coverage being made and are not part of a subsequent coverage. Do not start a coverage until completing the previous coverage.

Before opening to traffic, finish seal coat in the following sequence:

1. Perform initial rolling consisting of 1 coverage with a pneumatic-tired roller
2. Perform final rolling consisting of 3 coverages with a pneumatic-tired roller
3. Broom excess screenings from the roadway and adjacent abutting areas
4. Apply flush coat if specified

The Engineer may order salvaging of excess screenings.

Dispose of excess screenings the Engineer determines are not salvageable. Dispose of screenings in any of the following ways or locations:

1. Under section 14-10
2. On embankment slopes
3. In authorized areas

Salvaging and stockpiling excess screenings is change order work.

37-2.01C(7) Seal Coat Maintenance

Seals coat surfaces must be maintained for 4 consecutive days from the day screenings are applied. Maintenance must include brooming to maintain a surface free of loose screenings, to distribute screenings over the surface so as to absorb any free asphaltic material, to cover any areas deficient in cover coat material, and to prevent formation of corrugations.

After 4 consecutive days, excess screenings must be removed from the paved areas. Brooming must not displace screenings set in asphaltic material.

The exact time of brooming will be determined by the Engineer. As a minimum, brooming will be required at the following times:

1. On 2-lane 2-way roadways, from 2 to 4 hours after traffic, controlled with pilot cars, has been routed on the seal coat
2. On multilane roadways, from 2 to 4 hours after screenings have been placed
3. In addition to previous brooming, immediately before opening any lane to public traffic, not controlled with pilot cars
4. On the morning following the application of screenings on any lane that has been open to public traffic not controlled with pilot cars and before starting any other activities

For 2-lane 2-way roadways under 1-way traffic control, upon completion of secondary rolling, public traffic must be controlled with pilot cars and routed over the new seal coat for a period of 2 to 4 hours. The Engineer will determine the exact period of time.

Schedule the operations so that seal coat is placed on both lanes of the traveled way each work shift and so that 1-way traffic control is discontinued 1 hour before darkness. At the end of the work shift, the end of the seal coat on both lanes must generally match.

On multilane roadways, initial brooming must begin after the screenings have been in place for a period of 2 to 4 hours. If the initial brooming is not completed during the work shift in which the screenings were placed, the initial brooming must be completed at the beginning of the next work shift.

Public traffic must be controlled with pilot cars and be routed on the new seal coat surface of the lane for a minimum of 2 hours after completion of the initial brooming and before opening the lane to traffic not controlled with pilot cars. When traffic is controlled with pilot cars, a maximum of 1 lane in the direction of travel must be open to public traffic. Once traffic controlled with pilot cars is routed over the seal coat at a particular location, continuous control must be maintained at that location until the seal coat placement and brooming on adjacent lanes to receive seal coat is completed.

37-2.01D Payment

If there is no bid item for a traffic control system, furnishing and using a pilot car is included in the various items of the work involved in applying the seal coat.

If test results for the screenings grading do not comply with specifications, you may remove the seal coat represented by these tests or request that it remain in place with a payment deduction. The deduction is \$1.75 per ton for the screenings represented by the test results.

37-2.02 FOG SEAL

37-2.02A General

37-2.02A(1) Summary

Fog seal coat includes applying a slow-setting asphaltic emulsion.

37-2.02A(2) Definitions

Reserved

37-2.02A(3) Submittals

Submit a 1/2-gallon sample of the asphaltic emulsion in a plastic container. Take the sample from the distributor truck spray bar at mid-load.

37-2.02A(4) Quality Control and Assurance

Reserved

37-2.02B Material

The Engineer selects the grade of slow-setting asphaltic emulsion to be used.

If additional water is added to the asphaltic emulsion, the resultant mixture must not be more than 1 part asphaltic emulsion to 1 part water. The Engineer determines the exact amount of additional water.

37-2.02C Construction

Apply asphaltic emulsion for fog seal coat at a residual asphalt rate from 0.02 to 0.06 gal/sq yd. The Engineer determines the exact rate.

Apply fog seal coat when the ambient air temperature is above 40 degrees F.

Sprinkle water on fog seal coat that becomes tacky in an amount determined by the Engineer.

If fog seal coat and seal coat with screenings are specified on the same project, apply fog seal coat at least 4 days before applying the adjoining seal coat with screenings. The joint between the seal coats must be neat and uniform.

37-2.02D Payment

The Department does not adjust the unit price for an increase or decrease in the asphaltic emulsion (fog seal coat) quantity.

37-2.03 FLUSH COATS

37-2.03A General

Flush coat includes applying a fog seal coat to the surface, followed by sand.

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37-2.03B Material

The Engineer selects the grade of slow-setting or quick-setting asphaltic emulsion to be used.

Sand for flush coat must comply with the material specifications for fine aggregate grading in section 90-1.02C(3). Sand must not include organic material or clay.

37-2.03C Construction

Apply asphaltic emulsion for flush coat at a residual asphalt rate from 0.02 to 0.06 gal/sq yd. The Engineer determines the exact rate.

During flush coat activities, close adjacent lanes to traffic. Do not track asphaltic emulsion on existing pavement surfaces.

Apply sand immediately after the asphaltic emulsion application.

Spread sand with a self-propelled screenings spreader equipped with a mechanical device that spreads sand at a uniform rate over the full width of a traffic lane in a single application. Spread sand at a rate from 2 to 6 lb/sq yd. The Engineer determines the exact rate.

37-2.03D Payment

The Department does not adjust the unit price for an increase or decrease in the sand cover for the flush coat quantity.

37-2.04 ASPHALTIC EMULSION SEAL COAT

37-2.04A General

37-2.04A(1) General

37-2.04A(1)(a) Summary

Section 37-2.04 includes specifications for applying asphaltic emulsion seal coat. Asphaltic emulsion seal coat includes applying asphaltic emulsion, followed by screenings, and then a flush coat.

Asphaltic emulsion seal coat includes one or more of the following types:

1. Nonpolymer asphaltic emulsion seal coat
2. Polymer asphaltic emulsion seal coat

A double asphaltic emulsion seal coat is the application of asphaltic emulsion, followed by screenings applied twice in sequence.

37-2.04A(1)(b) Definitions

Reserved

37-2.04A(1)(c) Submittals

At least 10 days before starting asphaltic emulsion seal coat application, submit the name of an authorized laboratory that will be performing asphaltic emulsion QC testing.

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Submit a sample of asphaltic emulsion in a 1/2-gallon plastic container to the Engineer and to the authorized laboratory. Each sample must be submitted in an insulated shipping container within 24 hours of sampling.

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Within 7 days after taking samples, submit the authorized laboratory's test results for asphaltic emulsion.

37-2.04A(1)(d) Quality Control and Assurance

Samples for the screenings grading and cleanness value must be taken from the spreader conveyor belt.

03-21-14

Within 3 business days of sampling, the authorized laboratory must test the asphaltic emulsion for:

1. Viscosity under AASHTO T 59
2. Sieve test under AASHTO T 59
3. Demulsibility under AASHTO T 59
4. Torsional recovery under California Test 332 for polymer asphaltic emulsion
5. Elastic recovery under AASHTO T 301 for polymer asphaltic emulsion

Circulate asphaltic emulsion in the distributor truck before sampling. Take samples from the distributor truck at mid load or from a sampling tap or thief. Before taking samples, draw and dispose of 1 gallon. In the presence of the Engineer take two 1/2-gallon samples every 55 tons or at least 1 day's production.

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37-2.04A(2) Materials

Not Used

37-2.04A(3) Construction

The Engineer determines the exact application rate.

At the time of application, the temperature of the asphaltic emulsion must be from 130 to 180 degrees F.

When tested under California Test 339, the application rate for asphaltic emulsion must not vary from the average by more than:

1. 15 percent in the transverse direction
2. 10 percent in the longitudinal direction

37-2.04A(4) Payment

Not Used

37-2.04B Nonpolymer Asphaltic Emulsion Seal Coat

37-2.04B(1) General

37-2.04B(1)(a) Summary

Section 37-2.04B includes specifications for applying a nonpolymer asphaltic emulsion seal coat.

37-2.04B(1)(b) Definitions

Reserved

37-2.04B(1)(c) Submittals

Reserved

37-2.04B(1)(d) Quality Control and Assurance

For nonpolymer asphaltic emulsion seal coat, if a test result for the screenings cleanness value is from 75 to 80, you may request that the asphaltic emulsion seal coat represented by the test remain in place. A payment deduction is made as specified in section 37-2.04D. If the screenings cleanness value is less than 75, remove the asphaltic emulsion seal coat.

37-2.04B(2) Materials

Screenings for nonpolymer asphaltic emulsion seal coat must have the gradation as determined under California Test 202 in the following table.

Nonpolymer Asphaltic Emulsion Seal Coat Screenings Gradation

Sieve sizes	Percentage passing			
	Coarse 1/2" max	Medium 3/8" max	Medium fine 5/16" max	Fine 1/4" max
3/4"	100	--	--	--
1/2"	95-100	100	--	--
3/8"	50-80	90-100	100	100
No. 4	0-15	5-30	30-60	60-85
No. 8	0-5	0-10	0-15	0-25
No. 16	--	0-5	0-5	0-5
No. 30	--	--	0-3	0-3
No. 200	0-2	0-2	0-2	0-2

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The cleanness value determined under California Test 227 must be 80 or greater.

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37-2.04B(3) Construction

Asphaltic emulsion must be applied within the application rate ranges shown in the following table:

Asphaltic Emulsion Application Rates

Screenings	Application rate range(gallons per square yard)
Fine	0.15-0.30
Medium fine	0.25-0.35
Medium	0.25-0.40
Coarse	0.30-0.40

Apply asphaltic emulsion when the ambient air temperature is from 65 to 110 degrees F and the pavement surface temperature is at least 80 degrees F.

Do not apply asphaltic emulsion when weather forecasts predict the ambient air temperature will fall below 39 degrees F within 24 hours after application.

For double asphaltic emulsion seal coat, the asphaltic emulsion must be applied within the application rates shown in the following table:

Asphaltic Emulsion Application Rates

Screenings	Application rate range (gal/sq yd)
Double	
1st application	0.20-0.35
2nd application	0.20-0.30

You may stockpile screenings for asphaltic emulsion seal coat if you prevent contamination. Screenings must have damp surfaces at spreading. If water visibly separates from the screenings, do not spread. You may redampen them in the delivery vehicle.

Spread screenings before the asphaltic emulsion sets or breaks.

Spread screenings within 10 percent of the rate determined by the Engineer. Screenings must have a spread rate within the ranges shown in the following table:

Seal coat type	Range (lb/sq yd)
Fine	12–20
Medium fine	16–25
Medium	20–30
Coarse	23–30

Do not spread screenings more than 2,500 feet ahead of the completed initial rolling.

For double asphaltic emulsion seal coat, screenings must have a spread rate within the ranges shown in the following table:

Seal coat type	Range (lb/sq yd)
Double	
1st application	23–30
2nd application	12–20

Remove excess screenings on the 1st application before the 2nd application of asphaltic emulsion.

37-2.04B(4) Payment

If asphaltic emulsion seal coat with screenings does not comply with the cleanness value specifications, you may request that the seal coat remain in place with a pay deduction corresponding to the cleanness value shown in the following table:

Cleanness value	Deduction
80 or over	None
79	\$2.00 /ton
77–78	\$4.00 /ton
75–76	\$6.00 /ton

37-2.04C Polymer Asphaltic Emulsion Seal Coat

37-2.04C(1) General

37-2.04C(1)(a) Summary

Section 37-2.04C includes specifications for applying a polymer asphaltic emulsion seal coat.

37-2.04C(1)(b) Definitions

Reserved

37-2.04C(1)(c) Submittals

At least 10 days before starting polymer asphaltic emulsion seal coat application, submit a signed copy of the test result report of the Vialit test method for aggregate retention in chip seals (french chip) to the Engineer and to:

DEPARTMENT OF TRANSPORTATION
 Division of Maintenance, Roadway Maintenance Office
 1120 N Street, MS 31

37-2.04C(1)(d) Quality Control and Assurance

The authorized laboratory must test screenings for retention under the Vialit test method for aggregate in chip seals (french chip). The Vialit test results are not used for acceptance. The Vialit test is available at the METS Web site.

If the test results for polymer asphaltic emulsion do not comply with the specifications, the Engineer assesses a pay factor value for the following properties and increments:

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Polymer Asphaltic Emulsion Pay Factor Table

Test method and property	Increment	Pay factor
Test on polymer asphaltic emulsion		
AASHTO T 59 (Viscosity, sec Saybolt Furol, at 50 °C)	Each 10 seconds above max or below min	1
AASHTO T 59 (settlement, 5 days, percent)	Each 1.5 percent above max	1
AASHTO T 59 (sieve test, percent max)	Each 0.2 percent above max	1
AASHTO T 59 (demulsibility percent)	Each 2 percent below min	1
Test on residue from evaporation test		
AASHTO T 49 (penetration, 25 °C)	Each 2 dm above max or below min	1
ASTM D 36 (field softening point °C)	2 °C below min	1
California Test 332 (torsional recovery ^a)	For each 1 increment below the min value of 18	1
	For each 2 increments below the min value of 18	3
	For each 3 or more increments below the min value of 18	10
ASTM T 301 (elastic recovery ^a)	For each 1 increment below the min value of 60	1
	For each 2 increment below the min value of 60	3
	For each 3 increment below the min value of 60	10

^a The highest pay factor applies

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The Engineer assesses a pay factor of 1 for sampling not performed in compliance with the specifications, including shipping and sampling containers.

For polymer asphaltic emulsion seal coat, if a test result for the screenings cleanness value is from 75 to 86, you may request that the asphaltic emulsion seal coat represented by the test remain in place. A payment deduction is made as specified in section 37-2.04D. If the screenings cleanness value is less than 75, remove the asphaltic emulsion seal coat.

37-2.04C(2) Materials

Polymer asphaltic emulsion must include elastomeric polymer.

03-21-14

Polymer asphaltic emulsion must comply with section 94, Table 3, under the test on residue from evaporation test for Grades PMRS2, PMRS2h, PMCRS2, and PMCRS2h and the following:

1. The penetration at 39.2 degrees F (200g for 60 seconds) determined under AASHTO T 49 must be at least 6.
2. Elastic recovery determined under AASHTO T 301 must be at least 60 percent.
3. Polymer content in percent by weight does not apply.
4. The ring and ball softening point temperature determined under AASHTO T 53 for Test on Residue from Evaporation Test must comply with the following minimum temperature requirement:
 - 4.1. 126 degrees F for a geographical ambient temperature from 32 to 104 degrees F
 - 4.2. 129 degrees F for a geographical ambient temperature from 18 to 104 degrees F
 - 4.3. 135 degrees F for a geographical ambient temperature from 18 to greater than 104 degrees F

07-19-13

Screenings for polymer asphaltic emulsion seal coat must have the gradation as determined under California Test 202 in the following table:

Polymer Asphaltic Emulsion Seal Coat Screenings Gradation

Sieve sizes	Percentage passing			
	Coarse 1/2" max	Medium 3/8" max	Medium fine 5/16" max	Fine 1/4" max
3/4"	100	--	--	--
1/2"	85–100	100	--	--
3/8"	0–30	85–100	100	100
No. 4	0–5	0–15	0–50	60–85
No. 8	--	0–5	0–15	0–25
No. 16	--	--	0–5	0–5
No. 30	--	--	0–3	0–3
No. 200	0–2	0–2	0–2	0–2

03-21-14

The cleanness value determined under California Test 227 must be 86 or greater.

07-19-13

37-2.04C(3) Construction

Polymer asphaltic emulsion must be applied within the application rate ranges shown in the following table:

Polymer Asphaltic Emulsion Application Rates

Screenings	Application rate range(gallons per square yard)
Fine	0.15–0.30
Medium fine	0.25–0.35
Medium	0.25–0.40
Coarse	0.30–0.40

Apply polymer asphaltic emulsion when the ambient air temperature is from 60 to 105 degrees F and the pavement surface temperature is at least 55 degrees F.

Do not apply polymer asphaltic emulsion when weather forecasts predict the ambient air temperature will fall below 39 degrees F within 24 hours after application.

For double asphaltic emulsion seal coat, polymer asphaltic emulsion must be applied within the application rates shown in the following table:

Polymer Asphaltic Emulsion Application Rates

Screenings	Application rate range (gal/sq yd)
Double	
1st application	0.20–0.35
2nd application	0.20–0.30

You may stockpile screenings for polymer emulsion seal coat if you prevent contamination. Screenings must have damp surfaces at spreading. If water visibly separates from the screenings, do not spread. You may redampen them in the delivery vehicle.

Spread screenings before the polymer emulsion sets or breaks.

Spread screenings within 10 percent of the rate determined by the Engineer. Screenings must have a spread rate within the ranges shown in the following table:

Seal coat type	Range (lb/sq yd)
Fine	12–20
Medium fine	16–25
Medium	20–30
Coarse	23–30

Do not spread screenings more than 2,500 feet ahead of the completed initial rolling.

For double seal coat, screenings must have a spread rate within the ranges shown in the following table:

Seal coat type	Range (lb/sq yd)
Double	
1st application	23–30
2nd application	12–20

Remove excess screenings on the 1st application before the 2nd application of asphaltic emulsion.

37-2.04C(4) Payment

If polymer asphaltic emulsion seal coat with screenings does not comply with the specifications for cleanness value you may request that the seal coat remain in place with a pay deduction corresponding by the cleanness value shown in the following table:

Cleanness value	Deduction
86 or over	None
81–85	\$2.20/ton
77–80	\$4.40/ton
75–76	\$6.60/ton

If test results for polymer asphaltic emulsion aggregate grading and cleanness value test results do not comply with the specifications, all deductions are made. A test for polymer asphaltic emulsion represents the smaller of 55 tons or 1 day's production. A test for the screenings grading or cleanness value represents the smaller of 300 tons or 1 day's production.

The payment deduction for noncompliant polymer asphaltic emulsion is based on the total pay factor value determined from the table titled, "Polymer Asphaltic Emulsion Pay Factor Deduction." You must remove polymer asphaltic emulsion seal coat with a pay factor value greater than 20. You may request seal coat with noncompliant polymer asphaltic emulsion to remain in place with a pay deduction for the total pay factor value shown in the following table:

**Polymer Asphaltic Emulsion Pay Factor
Deductions**

Total pay factor value	Deduction
0	none
1–2	\$5.00/ton
3–5	\$10.00/ton
6–9	\$15.00/ton
10–14	\$25.00/ton
15–20	\$50.00/ton

37-2.05 ASPHALT BINDER SEAL COATS

37-2.05A General

Reserved

37-2.05B Asphalt Rubber Binder Seal Coats

37-2.05B(1) General

37-2.05B(1)(a) Summary

Section 37-2.05B includes specifications for applying asphalt rubber binder seal coat. Asphalt rubber seal coat includes applying heated asphalt rubber binder, followed by heated screenings precoated with asphalt binder, followed by a flush coat.

37-2.05B(1)(b) Definitions

crumb rubber modifier: Ground or granulated high natural crumb rubber or scrap tire crumb rubber.

descending viscosity reading: Subsequent viscosity reading at least 5 percent lower than the previous viscosity reading.

high natural crumb rubber: Material containing 40 to 48 percent natural rubber.

scrap tire crumb rubber: Any combination of:

1. Automobile tires
2. Truck tires
3. Tire buffing

37-2.05B(1)(c) Submittals

For each delivery of asphalt rubber binder ingredients and asphalt rubber binder to the job site, submit a certificate of compliance and a copy of the specified test results.

Submit MSDS for each asphalt rubber binder ingredient and the asphalt rubber binder.

At least 15 days before use, submit:

1. Four 1-quart cans of mixed asphalt rubber binder
2. Samples of each asphalt rubber binder ingredient
3. Asphalt rubber binder formulation and data as follows:
 - 3.1. For asphalt binder and asphalt modifier submit:
 - 3.1.1. Source and grade of asphalt binder
 - 3.1.2. Source and type of asphalt modifier
 - 3.1.3. Percentage of asphalt modifier by weight of asphalt binder
 - 3.1.4. Percentage of combined asphalt binder and asphalt modifier by weight of asphalt rubber binder
 - 3.1.5. Test results for the specified quality characteristics
 - 3.2. For crumb rubber modifier submit:
 - 3.2.1. Each source and type of scrap tire crumb rubber and high natural rubber
 - 3.2.2. Percentage of scrap tire crumb rubber and high natural rubber by total weight of asphalt rubber binder

- 3.2.3. Test results for the specified quality characteristics
- 3.3. For asphalt rubber binder submit:
 - 3.3.1. Test results for the specified quality characteristics
 - 3.3.2. Minimum reaction time and temperature

At least 5 business days before use, submit the permit issued by the local air quality agency for asphalt rubber binder:

1. Field blending equipment
2. Application equipment

If an air quality permit is not required by the local air quality agency for producing asphalt rubber binder or spray applying asphalt rubber binder, submit verification from the local air quality agency that an air quality permit is not required for this Contract.

Submit a certified volume or weight slip for each delivery of asphalt rubber binder ingredients and asphalt rubber binder.

Submit a certificate of compliance and accuracy verification of test results for viscometers.

When determined by the Engineer, submit notification 15 minutes before each viscosity test or submit a schedule of testing times.

Submit the log of asphalt rubber binder viscosity test results each day of asphalt rubber seal coat work.

37-2.05B(1)(d) Quality Control and Assurance

Equipment used in producing asphalt rubber binder must be permitted for use by the local air quality agency. Equipment used in spreading asphalt rubber binder must be permitted for use by the local air quality agency.

Each asphalt rubber binder ingredient must be sampled and tested for compliance with the specifications by the manufacturer.

Test and submit results at least once per project or the following, whichever frequency is greater:

1. For crumb rubber modifier except for grading, at least once per 250 tons. Samples of scrap tire crumb rubber and high natural crumb rubber must be sampled and tested separately. Test each delivery of crumb rubber modifier for grading.
2. For asphalt binder, test and submit at least once per 200 tons of asphalt binder production.
3. For asphalt modifier, test and submit at least once per 25 tons of asphalt modifier production.

Scrap tire crumb rubber and high natural crumb rubber must be delivered to the asphalt rubber production site in separate bags.

Take viscosity readings of asphalt rubber binder under ASTM D7741 during asphalt rubber binder production. Start taking viscosity readings of samples taken from the reaction vessel at least 45 minutes after adding crumb rubber modifier and continue taking viscosity readings every 30 minutes until 2 consecutive descending viscosity readings have been obtained and the final viscosity meets the specification requirement. After meeting the 2 descending viscosity readings requirement, continue to take viscosity readings hourly and within 15 minutes before use. Log the test results, including time of testing and temperature of the asphalt rubber binder.

37-2.05B(2) Material

37-2.05B(2)(a) General

Reserved

37-2.05B(2)(b) Asphalt Binder

Asphalt binder must comply with the specifications for asphalt binder. Do not modify asphalt binder with polymer.

37-2.05B(2)(c) Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon. Asphalt modifier must have the values for the quality characteristics shown in the following table:

Asphalt Modifier for Asphalt Rubber Binder		
Quality characteristic	Test method	Value
Viscosity, m ² /s (x 10 ⁻⁶) at 100 °C	ASTM D 445	X ± 3 ^a
Flash point, C.L.O.C., °C	ASTM D 92	207 min
Molecular analysis		
Asphaltenes, percent by mass	ASTM D 2007	0.1 max
Aromatics, percent by mass	ASTM D 2007	55 min

^a "X" denotes the proposed asphalt modifier viscosity from 19 to 36. A change in "X" requires a new asphalt rubber binder submittal.

37-2.05B(2)(d) Crumb Rubber Modifier

Crumb rubber modifier must be ground or granulated at ambient temperature.

Scrap tire crumb rubber and high natural crumb rubber must be delivered to the asphalt rubber binder production site in separate bags.

Steel and fiber must be separated. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Cryogenically-produced crumb rubber modifier particles must be large enough to be ground or granulated.

Wire must not be more than 0.01 percent by weight of crumb rubber modifier. Crumb rubber modifier must be free of contaminants except fabric, which must not exceed 0.05 percent by weight of crumb rubber modifier. Method for determining the percent weight of wire and fabric is available under Laboratory Procedure 10 at the following METS Web site:

<http://www.dot.ca.gov/hq/esc/Translab/ofpm/fpmlab.htm>

The length of an individual crumb rubber modifier particle must not exceed 3/16 inch.

Crumb rubber modifier must be dry, free-flowing particles that do not stick together. A maximum of 3 percent calcium carbonate or talc by weight of crumb rubber modifier may be added. Crumb rubber modifier must not cause foaming when combined with the asphalt binder and asphalt modifier.

Specific gravity of crumb rubber modifier must be from 1.1 to 1.2 determined under California Test 208.

When tested under ASTM D 297, crumb rubber modifier must comply with the requirements shown in the following table:

Crumb Rubber Modifier

Quality characteristic	Scrap tire crumb rubber (percent)		High natural rubber (percent)	
	Min	Max	Min	Max
Acetone extract	6.0	16.0	4.0	16.0
Rubber hydrocarbon	42.0	65.0	50.0	--
Natural rubber content	22.0	39.0	40.0	48.0
Carbon black content	28.0	38.0	--	--
Ash content	--	8.0	--	--

Scrap tire crumb rubber must have the gradation shown in the following table:

Scrap Tire Crumb Rubber Gradation
Percentage passing

Sieve size	Gradation limit	Operating range	Contract compliance
No. 8	100	100	100
No. 10	98–100	95–100	90–100
No. 16	45–75	35–85	32–88
No. 30	2–20	2–25	1–30
No. 50	0–6	0–10	0–15
No. 100	0–2	0–5	0–10
No. 200	0	0–2	0–5

High natural crumb rubber must have the gradation shown in the following table:

High Natural Crumb Rubber Gradation
Percentage passing

Sieve size	Gradation limit	Operating range	Contract compliance
No. 10	100	100	100
No. 16	95–100	92–100	85–100
No. 30	35–85	25–95	20–98
No. 50	10–30	6–35	2–40
No. 100	0–4	0–7	0–10
No. 200	0–1	0–3	0–5

Test the crumb rubber modifier gradation under ASTM C 136 except

1. Split or quarter 100 ± 5 g from the crumb rubber modifier sample and dry to a constant mass at a temperature from 57 to 63 degrees C and record the dry sample mass. Place the crumb rubber modifier sample and 5 g of talc in a 1/2-liter jar. Seal the jar, then shake the jar by hand for at least 1 minute to mix the crumb rubber modifier and the talc. Continue shaking or open the jar and stir until the particle agglomerates and clumps are broken and the talc is uniformly mixed.
2. Place 1 rubber ball on each sieve. Each ball must weigh 8.5 ± 0.5 g, measure 24.5 ± 0.5 mm in diameter, and have a Shore Durometer "A" hardness of 50 ± 5 determined under ASTM D 2240. After sieving the combined material for 10 ± 1 minutes, disassemble the sieves. Brush material adhering to the bottom of a sieve into the next finer sieve. Weigh and record the mass of the material retained on the 2.36-milimeter sieve and leave this material (do not discard) on the scale or balance. Fabric balls must remain on the scale or balance and be placed together on the side to prevent them from being covered or disturbed when the material from finer sieves is placed onto the scale or balance. The material retained on the 2.00-milimeter sieve must be added to the scale or balance. Weigh and

record that mass as the accumulative mass retained on the 2.00-millimeter sieve. Continue weighing and recording the accumulated masses retained on the remaining sieves until the accumulated mass retained in the pan has been determined. Before discarding the crumb rubber modifier sample, separately weigh and record the total mass of fabric balls in the sample.

3. Determine the mass of material passing the 75-micrometer sieve by subtracting the accumulated mass retained on the 75-micrometer sieve from the accumulated mass retained in the pan. If the material passing the 75-micrometer sieve has a mass of 5 g or less, cross out the recorded number for the accumulated mass retained in the pan and copy the number recorded for the accumulated mass retained on the 75-micrometer sieve and record that number, next to the crossed out number, as the accumulated mass retained in the pan. If the material passing the 75-micrometer sieve has a mass greater than 5 g, cross out the recorded number for the accumulated mass retained in the pan, subtract 5 g from that number and record the difference next to the crossed out number. The adjustment to the accumulated mass retained in the pan accounts for the 5 g of talc added to the sample. For calculation purposes, the adjusted total sample mass is the same as the adjusted accumulated mass retained in the pan. Determine the percent passing based on the adjusted total sample mass and record to the nearest 0.1 percent.

37-2.05B(2)(e) Asphalt Rubber Binder

Asphalt rubber binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier

Asphalt rubber binder blending equipment must be authorized under the Department's material plant quality program.

The blending equipment must allow the determination of weight percentages of each asphalt rubber binder ingredient.

Asphalt rubber binder must be 79 ± 1 percent by weight asphalt binder and 21 ± 1 percent by weight of crumb rubber modifier. The minimum percentage of crumb rubber modifier must be 20.0 percent and lower values may not be rounded up.

Crumb rubber modifier must be 76 ± 2 percent by weight scrap tire crumb rubber and 24 ± 2 percent by weight high natural rubber.

Asphalt modifier and asphalt binder must be blended at the production site. Asphalt modifier must be from 2.5 to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder. The asphalt rubber binder supplier determines the exact percentage.

If blended, the asphalt binder must be from 375 to 440 degrees F when asphalt modifier is added and the mixture must circulate for at least 20 minutes. Asphalt binder, asphalt modifier, and crumb rubber modifier may be proportioned and combined simultaneously.

The blend of asphalt binder and asphalt modifier must be combined with crumb rubber modifier at the asphalt rubber binder production site. The asphalt binder and asphalt modifier blend must be from 375 to 440 degrees F when crumb rubber modifier is added. Combined ingredients must be allowed to react at least 45 minutes at temperatures from 375 to 425 degrees F except the temperature must be at least 10 degrees F below the flash point of the asphalt rubber binder.

After reacting, the asphalt rubber binder must have the values for the quality characteristics shown in the following table:

Asphalt Rubber Binder

Quality characteristic	Test method	Requirement	
		Min	Max
Cone penetration @ 25 °C, 1/10 mm	ASTM D 217	25	60
Resilience @ 25 °C, percent rebound	ASTM D 5329	18	50
Field softening point, °C	ASTM D 36	55	88
Viscosity @190 °C, Pa • s (x10 ⁻³)	ASTM D 7741	1500	2500

Maintain asphalt rubber binder at a temperature from 375 to 415 degrees F.

Stop heating unused asphalt rubber binder 4 hours after the 45-minute reaction period. Reheating asphalt rubber binder that cools below 375 degrees F is a reheat cycle. Do not exceed 2 reheat cycles. If reheating, asphalt rubber binder must be from 375 to 415 degrees F before use.

During reheating, you may add scrap tire crumb rubber. Scrap tire crumb rubber must not exceed 10 percent by weight of the asphalt rubber binder. Allow added scrap tire crumb rubber to react for at least 45 minutes. Reheated asphalt rubber binder must comply with the specifications for asphalt rubber binder.

37-2.05B(2)(f) Screenings

Before precoating with asphalt binder and when tested under California Test 202, screenings for asphalt rubber seal coat must have the gradation shown in the following table:

Asphalt Rubber Seal Coat Screenings Gradation

Sieve sizes	Percentage passing by weight		
	Coarse 1/2" max	Medium 1/2" max	Fine 3/8" max
3/4"	100	100	100
1/2"	75–90	85–90	95–100
3/8"	0–20	0–30	70–85
No. 4	0–2	0–5	0–15
No. 8	--	--	0–5
No. 200	0–1	0–1	0–1

Screenings must have the values for the properties shown in the following table:

Seal Coat Screenings

Properties	Test method	Value
Cleanness value, min	California Test 227	80
Durability, min	California Test 229	52

37-2.05B(3) Construction

37-2.05B(3)(a) General

Reserved

37-2.05B(3)(b) Equipment

Self-propelled distributor truck for applying asphalt rubber binder must have the following features:

1. Heating unit
2. Internal mixing unit
3. Pumps that spray asphalt rubber binder within 0.05 gal/sq yd of the specified rate
4. Fully circulating spray bar that applies asphalt rubber binder uniformly

5. Tachometer
6. Pressure gages
7. Volume measuring devices
8. Thermometer
9. Observation platform on the rear of the truck for an observer on the platform to see the nozzles and unplug them if needed

37-2.05B(3)(c) Precoating Screenings

For asphalt rubber seal coat, do not recombine fine materials collected in dust control systems except cyclone collectors or knock-out boxes with any other aggregate used in the production of screenings.

For asphalt rubber seal coat, screenings must be preheated from 260 to 325 degrees F. Coat with any of the asphalts specified in the table titled "Performance Graded Asphalt Binder" in section 92. Coat at a central mixing plant. The asphalt must be from 0.5 to 1.0 percent by weight of dry screenings. The Engineer determines the exact rate.

Plant must be authorized under the Department's material plant quality program.

Do not stockpile preheated or precoated screenings.

37-2.05B(3)(d) Asphalt Rubber Binder Application

Apply asphalt rubber binder immediately after the reaction period. At the time of application, the temperature of asphalt rubber binder must be from 385 to 415 degrees F.

Apply asphalt rubber binder at a rate from 0.55 to 0.65 gal/sq yd. The Engineer determines the exact rate.

Apply asphalt rubber binder when the atmospheric temperature is from 60 to 105 degrees F and the pavement surface temperature is at least 55 degrees F.

Do not apply asphalt rubber binder unless there are sufficient screenings available to cover the asphalt rubber binder within 2 minutes. Intersections, turn lanes, gore points, and irregular areas must be covered within 15 minutes.

Do not apply asphalt rubber binder when weather or road conditions are unsuitable, including high wind or when the pavement is damp. In windy conditions you may adjust the distributor bar height and distribution speed, and use shielding equipment, if the Engineer authorizes your request.

37-2.05B(3)(e) Screenings Application

During transit, cover precoated screenings for asphalt rubber seal coat with tarpaulins if the ambient air temperature is below 65 degrees F or the haul time exceeds 30 minutes.

At the time of application, screenings for asphalt rubber seal coat must be from 225 to 325 degrees F.

Spread screenings at a rate from 28 to 40 lb/sq yd. The exact rate is determined by the Engineer. Spread to within 10 percent of the determined rate.

37-2.05B(3)(f) Rolling and Sweeping

Perform initial rolling within 90 seconds of spreading screenings. Do not spread screenings more than 200 feet ahead of the initial rolling.

For final rolling, you may request use of a steel-wheeled roller weighing from 8 to 10 tons, static mode only.

Perform a final sweeping before Contract acceptance. The final sweeping must not dislodge screenings.

Dispose of swept screenings at least 150 feet from any waterway.

37-2.05B(4) Payment

Screenings for asphalt rubber seal coat are measured by coated weight after they are preheated and precoated with asphalt binder. The weight of screenings must be the coated weight.

If recorded batch weights are printed automatically, the bid item for screenings for asphalt-rubber seal coat are measured using the printed batch weights, provided:

1. Total aggregate weight for screenings per batch is printed
2. Total asphalt binder weight per batch is printed
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch
4. Time, date, mix number, load number and truck identification are correlated with a load slip
5. A copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer

Screenings for asphalt rubber seal coat is paid for as precoated screenings.

Asphalt-rubber binder is measured under the specifications for asphalts.

If test results for gradation tests do not comply with the specifications, deductions are taken.

Each gradation test for scrap tire crumb rubber represents 10,000 lbs or the amount used in that day's production, whichever is less.

Each gradation test for high natural rubber represents 3,400 lbs or the amount used in that day's production, whichever is less.

For each gradation test, the following pay deductions will be taken from the asphalt rubber bid item:

Gradation Test		
Material	Test result ^a	Deduction
Scrap tire crumb rubber	Operating range < TR < Contract compliance	\$250
Scrap tire crumb rubber	TR > Contract compliance	\$1,100
High natural crumb rubber	Operating range < TR < Contract compliance	\$250
High natural crumb rubber	TR > Contract compliance	\$600

^a Test Result = TR

37-2.05C Modified Asphalt Binder Seal Coat

Reserved

03-21-14

37-2.06 STRESS ABSORBING MEMBRANE INTERLAYER

37-2.06A General

Section 37-2.06 applies where a stress absorbing membrane interlayer (SAMI) is shown.

Comply with section 37-2.05B except a flush coat is not required.

37-2.06B Materials

For SAMI, screenings must comply with the 3/8-inch maximum gradation.

37-2.06C Construction

For SAMI, section 37-2.01C(7) does not apply.

Final rolling and sweeping are not required for SAMI.

37-2.06D Payment

Not Used

37-2.07–37-2.10 RESERVED

Add to section 37-3.01D(1):

01-18-13

Micro-surfacing spreader operators must attend the prepaving conference.

AA

39 HOT MIX ASPHALT

11-15-13

Add to section 39-1.01B:

02-22-13

processed RAP: RAP that has been fractionated.

substitution rate: Amount of RAP aggregate substituted for virgin aggregate in percent.

binder replacement: Amount of RAP binder in OBC in percent.

surface course: Upper 0.2 feet of HMA exclusive of OGFC.

Add to the end of the paragraph in section 39-1.02A:

10-19-12

as shown

Replace "less than 10 percent" in note "b" in the table in the 5th paragraph of section 39-1.02E with:

01-20-12

10 percent or less

Replace the paragraphs in section 39-1.02F with:

02-22-13

39-1.02F(1) General

You may produce HMA Type A or B using RAP. HMA produced using RAP must comply with the specifications for HMA, except aggregate quality specifications do not apply to RAP. You may substitute RAP at a substitution rate not exceeding 25 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the JMF submittal. The JMF must include the percent of RAP used.

Provide enough space for meeting RAP handling requirements at your facility. Provide a clean, graded, well-drained area for stockpiles. Prevent material contamination and segregation.

If RAP is from multiple sources, blend the RAP thoroughly and completely. RAP stockpiles must be homogeneous.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

AASHTO T 324 (Modified) is AASHTO T 324, "Hamburg Wheel-Track Testing of Compacted Hot Mix Asphalt (HMA)," with the following parameters:

07-19-13

1. Target air voids must equal 7 ± 1 percent
2. Specimen height must be $60 \text{ mm} \pm 1 \text{ mm}$
3. Number of test specimens must be 4

4. Test specimen must be a 150mm gyratory compacted specimen
5. Test temperature must be set at:
 - 5.1. 122 ± 2 degrees F for PG 58
 - 5.2. 131 ± 2 degrees F for PG 64
 - 5.3. 140 ± 2 degrees F for PG 70 and above
6. Measurements for impression must be taken at every 100 passes
7. Inflection point defined as the number of wheel passes at the intersection of the creep slope and the stripping slope
8. Testing shut off must be set at 25,000 passes

02-22-13

39-1.02F(2) Substitution Rate of 15 Percent or Less

For a RAP substitution rate of 15 percent or less, you may stockpile RAP during the entire project.

39-1.02F(3) Substitution Rate Greater than 15 Percent

07-19-13

For a RAP substitution rate greater than 15 percent, fractionate RAP into 2 sizes, a coarse fraction RAP retained on 3/8-inch screen and a fine fraction RAP passing 3/8-inch screen.

Sample and test processed RAP at a minimum frequency of 1 sample per 1000 tons with a minimum of 6 samples for each processed RAP stockpile. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

When tested under California Test 202 with a total mechanical shaking time of 10 minutes ±15 seconds, the processed RAP must meet the grading requirements shown in the following table:

**Processed RAP Gradation
(Percentage Passing)**

Sieve sizes	TV limits	Allowable tolerance
1/2"	100	--
3/8"	97	TV + 3

02-22-13

The processed RAP asphalt binder content must be within ± 2.0 percent of the average processed RAP stockpile asphalt binder content when tested under ASTM D 2172, Method B. If a new processed RAP stockpile is required, the average binder content of the new processed RAP stockpile must be within ± 2.0 percent of the average binder content of the original processed RAP stockpile.

The maximum specific gravity for processed RAP must be within ± 0.06 when tested under California Test 309 of the average maximum specific gravity reported on page 4 of your *Contractor Hot Mix Asphalt Design Data* form.

Replace items 7 and 8 in the 5th paragraph of section 39-1.03A with:

02-22-13

7. Substitution rate by more than 5 percent if your assigned RAP substitution rate is 15 percent or less
8. Substitution rate by more than 3 percent if your assigned RAP substitution rate is greater than 15 percent
9. Average binder content by more than 2 percent from the average binder content of the original processed RAP stockpile used in the mix design
10. Maximum specific gravity of processed RAP by more than ±0.060 from the average maximum specific gravity of processed RAP reported on page 4 of your *Contractor Hot Mix Asphalt Design Data* form
11. Any material in the JMF

Replace the 1st paragraph of section 39-1.03B with:

02-22-13

Perform a mix design that produces HMA with the values for the quality characteristics shown in the following table:

HMA Mix Design Requirements				
Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Air void content (%)	California Test 367	4.0	4.0	Section 39-1.03B
Voids in mineral aggregate (% min.) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--
		15.0	15.0	--
		14.0	14.0	18.0–23.0
		13.0	13.0	18.0–23.0
Voids filled with asphalt (%) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Note a
		65.0–75.0	65.0–75.0	
		65.0–75.0	65.0–75.0	
		65.0–75.0	65.0–75.0	
Dust proportion No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2	0.6–1.2	Note a
		0.6–1.2	0.6–1.2	
Stabilometer value (min.) No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--
		37	35	23

^a Report this value in the JMF submittal.

For RAP substitution rate greater than 15 percent, the mix design must comply with the additional quality characteristics shown in the following table:

**Additional HMA Mix Design Requirements
for RAP Substitution Rate Greater Than 15 Percent**

DELETE

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified) ^a			--
		10,000	10,000	
		15,000	15,000	
		20,000	20,000	
		25,000	25,000	
Hamburg wheel track (inflection point minimum number of passes) PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified) ^a			--
		10,000	10,000	
		10,000	10,000	
		12,500	12,500	
		15000	15000	
Moisture susceptibility (minimum dry strength, psi)	California Test 371 ^a	120	120	--
Moisture susceptibility (tensile strength ration, %)	California Test 371 ^a	70	70	--

^aTest plant produced HMA.

For HMA with RAP, the maximum binder replacement must be 25.0 percent of OBC for surface course and 40.0 percent of OBC for lower courses.

For HMA with a binder replacement less than or equal to 25 percent of OBC, you may request that the PG asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

For HMA with a binder replacement greater than 25 percent but less than or equal to 40 percent of OBC, you must use a PG asphalt binder grade with upper and lower temperature classifications reduced by 6 degrees C from the specified grade.

Replace item 4 in the list in the 1st paragraph of section 39-1.03C with:

4. JMF renewal on a **Caltrans** *Job Mix Formula Renewal* form, if applicable

01-20-12

Add to the end of section 39-1.03C:

DELETE

02-22-13

For RAP substitution rate greater than 15 percent, submit with the JMF submittal:

1. California Test 371 tensile strength ratio and minimum dry strength test results
2. AASHTO T 324 (Modified) test results

For RAP substitution rate greater than 15 percent, submit California Test 371 and AASHTO T 324 (Modified) test results to the Engineer and to:

Moisture_Tests@dot.ca.gov

Replace the 2nd paragraph of section 39-1.03E with:

04-20-12

Use the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. No adjustments to asphalt binder content are allowed. Based on your testing and production experience, you may submit an adjusted aggregate gradation TV on a *Contractor Job Mix Formula Proposal* form before verification testing. Aggregate gradation TV must be within the TV limits specified in the aggregate gradation tables.

Add between the 3rd and 4th paragraphs of section 39-1.03E:

04-20-12

Asphalt binder set point for HMA must be the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. When RAP is used, asphalt binder set point for HMA must be:

$$\text{Asphalt Binder Set Point} = \frac{\frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)} - R_{RAP} \left[\frac{BC_{RAP}}{\left(1 - \frac{BC_{RAP}}{100}\right)} \right]}{100 + \frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)}}$$

Where:

BC_{OBC} = optimum asphalt binder content, percent based on total weight of mix

R_{RAP} = RAP ratio by weight of aggregate

BC_{RAP} = asphalt binder content of RAP, percent based on total weight of RAP mix

Replace item 4 in the list in the 8th paragraph of section 39-1.03E with:

04-20-12

4. HMA quality specified in the table titled "HMA Mix Design Requirements" except:
 - 4.1. Air void content, design value ± 2.0 percent
 - 4.2. Voids filled with asphalt, report only
 - 4.3. Dust proportion, report only

Replace the 12th paragraph of section 39-1.03E with:

04-20-12

If tests on plant-produced samples do not verify the JMF, the Engineer notifies you and you must submit a new JMF or submit an adjusted JMF based on your testing. JMF adjustments may include a change in aggregate gradation TV within the TV limits specified in the aggregate gradation tables.

Replace the 14th paragraph of section 39-1.03E with:

01-20-12

A verified JMF is valid for 12 months.

Replace the last sentence in the 15th paragraph of section 39-1.03E with:

01-20-12

This deduction does not apply to verifications initiated by the Engineer or JMF renewal.

Replace the 16th paragraph of section 39-1.03E with:

02-22-13

Except for RAP substitution rate greater than 15 percent, for any HMA produced under the QC/QA process the Department does not use California Test 371 test results for verification.

Add between the 1st and 2nd paragraphs of section 39-1.03F:

04-20-12

Target asphalt binder content on your Contractor *Job Mix Formula Proposal* form and the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form must be the same.

Delete the 4th paragraph of section 39-1.03F.

01-20-12

Replace items 3 and 5 in the list in the 6th paragraph of section 39-1.03F with:

01-20-12

3. Engineer verifies each proposed JMF renewal within 20 days of receiving verification samples.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF renewal within a 12-month period.

Add between the 6th and 7th paragraphs of section 39-1.03F:

01-20-12

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal or the Engineer may perform aggregate quality tests for verification of JMF renewal.

Replace section 39-1.03G with:

04-20-12

39-1.03G Job Mix Formula Modification

For an accepted JMF, you may change asphalt binder source one time during production.

Submit your modified JMF request a minimum of 3 business days before production. Each modified JMF submittal must consist of:

1. Proposed modified JMF on *Contractor Job Mix Formula Proposal* form
2. Mix design records on *Contractor Hot Mix Asphalt Design Data* form for the accepted JMF to be modified
3. JMF verification on *Hot Mix Asphalt Verification* form for the accepted JMF to be modified
4. Quality characteristics test results for the modified JMF as specified in section 39-1.03B. Perform tests at the mix design OBC as shown on the *Contractor Asphalt Mix Design Data* form
5. If required, California Test 371 test results for the modified JMF.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 5 business days of receiving all verification samples. If California Test 371 is required, the Engineer tests for California Test 371 within 10 days of receiving verification samples.

The Engineer verifies the modified JMF after the modified JMF HMA is placed on the project and verification samples are taken within the first 750 tons following sampling requirements in section 39-1.03E, "Job Mix Formula Verification." The Engineer tests verification samples for compliance with:

1. Stability as shown in the table titled "HMA Mix Design Requirements"
2. Air void content at design value ± 2.0 percent
3. Voids in mineral aggregate as shown in the table titled "HMA Mix Design Requirements"
4. Voids filled with asphalt, report only
5. Dust proportion, report only

If the modified JMF is verified, the Engineer revises your *Hot Mix Asphalt Verification* form to include the new asphalt binder source. Your revised form will have the same expiration date as the original form.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 for each modified JMF verification that requires California Test 371.

Add to section 39-1.03:

01-20-12

39-1.03H Job Mix Formula Acceptance

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

Replace "3 days" in the 1st paragraph of section 39-1.04A with:

01-20-12

3 business days

Replace the 2nd sentence in the 2nd paragraph of section 39-1.04A with:

01-20-12

During production, take samples under California Test 125. You may sample HMA from:

Replace "batch" in the 2nd sentence in the 2nd paragraph of section 39-1.04C with:

07-19-13

lot. Each asphalt binder lot consist of 1 or multiple batches of combined asphalt binder, asphalt modifier, and CRM proportioned under section 39-1.02D.

Replace the 2nd paragraph of section 39-1.04E with:

02-22-13

For RAP substitution rate of 15 percent or less, sample RAP once daily.

For RAP substitution rate of greater than 15percent, sample processed RAP twice daily.

Perform QC testing for processed RAP aggregate gradation under California Test 367, appendix B, and submit the results with the combined aggregate gradation.

Replace "5 days" in the 1st paragraph of section 39-1.06 with:

01-20-12

5 business days

Replace the 3rd paragraph of section 39-1.08A with:

04-20-12

During production, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

Add to section 39-1.08A:

04-20-12

During production, asphalt binder set point for HMA Type A, HMA Type B, HMA Type C, and RHMA-G must be the OBC shown in *Contractor Hot Mix Asphalt Design Data* form. For OGFC, asphalt binder set point must be the OBC shown on *Caltrans Hot Mix Asphalt Verification* form. If RAP is used, asphalt binder set point for HMA must be calculated as specified in section 39-1.03E.

07-19-13

For RAP substitution rate of 15 percent or less, you may adjust the RAP by -5 percent.

For RAP substitution greater than 15, you may adjust the RAP by -3 percent.

04-20-12

You must request adjustments to the plant asphalt binder set point based on new RAP stockpiles average asphalt binder content. Do not adjust the HMA plant asphalt binder set point until authorized.

Replace the 3rd paragraph of section 39-1.08B with:

09-16-11

Asphalt rubber binder must be from 375 to 425 degrees F when mixed with aggregate.

Add to the beginning of section 39-1.08C:

07-19-13

Asphalt rubber binder blending plants must have current qualification under the **Department's** Material Plant Quality Program.

39-1.11 CONSTRUCTION

39-1.11A General

Do not place HMA on wet pavement or a frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

39-1.11B Longitudinal Joints

39-1.11B(1) General

Longitudinal joints in the top layer must match specified lane edges. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the specified lane edges. You may request other longitudinal joint placement patterns.

A vertical longitudinal joint of more than 0.15 ft is not allowed at any time between adjacent lanes open to traffic.

For HMA thickness of 0.15 ft or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For HMA thickness greater than 0.15 ft, you must 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 from 5 to 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 authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

39-1.11B(2) Tapered Notched Wedge

For divided highways with an HMA lift thickness greater than 0.15 foot, you may construct a 1-foot wide tapered notched wedge joint as a longitudinal joint between adjacent lanes open to traffic. A vertical notch of 0.75 inch maximum must be placed at the top and bottom of the tapered wedge.

The tapered notched wedge must retain its shape while exposed to traffic. Pave the adjacent lane within 1 day.

Construct the tapered portion of the tapered notched wedge with an authorized strike-off device. The strike-off device must provide a uniform slope and must not restrict the main screed of the paver.

You may use a device attached to the screed to construct longitudinal joints that will form a tapered notched wedge in a single pass. The tapered notched wedge must be compacted to a minimum of 91 percent compaction.

Perform QC testing on the completed tapered notch wedge joint as follows:

1. Perform field compaction tests at the rate of 1 test for each 750-foot section along the joint. Select random locations for testing within each 750-foot section.
2. Perform field compaction tests at the centerline of the joint, 6 inches from the upper vertical notch, after the adjacent lane is placed and before opening the pavement to traffic.
3. Determine maximum density test results.
4. Determine percent compaction of the longitudinal joint as the ratio of the average of the field compaction values and the maximum density test results.

For HMA under QC/QA construction process, the additional quality control compaction results associated with the tapered notch wedge will not be included in the computation of any quality factor and process control.

For acceptance of the completed tapered notch wedge joint, take two 4- or 6-inch diameter cores 6 inches from the upper vertical notch of the completed longitudinal joint for every 3,000 feet at locations designated by the Engineer. Take cores after the adjacent lane is placed and before opening the pavement to traffic. Cores must be taken in the presence of the Engineer and must be marked to identify the test sites. Submit the cores. One core will be used for determination of the field density and 1 core will be used for dispute resolution. The Engineer determines:

1. Field compaction by measuring the bulk specific gravity of the cores under California Test 308, Method A
2. Percent compaction as the ratio of the average of the bulk specific gravity of the core for each day's production to the maximum density test value

For HMA under QC/QA construction process, the additional quality assurance testing by the Engineer to determine field compaction associated with the tapered notch wedge will not be included in the Engineer's verification testing and in the computation of any quality factor and process control.

Determine percent compaction values each day the joint is completed and submit values within 24 hours of testing. If the percent compaction of 1 day's production is less than 91 percent, that day's notched wedge joint is rejected. Discontinue placement of the tapered notched wedge and notify the Engineer of changes you will make to your construction process in order to meet the specifications.

For HMA under QC/QA construction process, quantities of HMA placed in the completed longitudinal joint will have a quality factor QF_{QC5} of 1.0.

39-1.11C Widening Existing Pavement

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing HMA over the existing pavement.

39-1.11D Shoulders, Medians, and Other Road Connections

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer,

including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

39-1.11E Leveling

If leveling with HMA is specified, fill and level irregularities and ruts with HMA before spreading HMA over the base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not paid for as HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material.

39-1.11F Compaction

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder
3. Below 200 degrees F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic-tired roller to compact RHMA-G.

For Standard and QC/QA construction processes, if 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

Spread and compact HMA under sections 39-3.03 and 39-3.04 if any of the following applies:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
 - 3.1. Asphalt concrete surfacing replacement areas
 - 3.2. Leveling courses
 - 3.3. Areas for which the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 degrees F.

If you request and if authorized, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under section 17-3.

Spread sand at a rate from 1 to 2 lb/sq yd on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with section 90-1.02C(4)(c). Keep traffic off the pavement until spreading sand is complete.

Replace the 5th and 6th paragraphs of section 39-1.12C with:

07-20-12

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI_0 must be at most 2.5 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the PI_0 must be at most 5 inches per 0.1-mile section.

Add to section 39-1.12:

01-20-12

39-1.12E Reserved

Add to section 39-1.14:

01-20-12

Prepare the area to receive HMA for miscellaneous areas and dikes, including any excavation and backfill as needed.

Replace "6.8" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

04-20-12

6.4

Replace "6.0" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

04-20-12

5.7

Replace "6.8" in the 1st paragraph of section 39-1.15B with:

04-20-12

6.4

Replace "6.0" in the 1st paragraph of section 39-1.15B with:

04-20-12

5.7

Replace the 1st paragraph of section 39-2.02B with:

02-22-13

Perform sampling and testing at the specified frequency for the quality characteristics shown in the following table:

Minimum Quality Control—Standard Construction Process

Quality characteristic	Test method	Minimum sampling and testing frequency	HMA type			
			A	B	RHMA-G	OGFC
Aggregate gradation ^a	California Test 202	1 per 750 tons and any remaining part at the end of the project	JMF ± Tolerance ^b			
Sand equivalent (min) ^c	California Test 217		47	42	47	--
Asphalt binder content (%)	California Test 379 or 382		JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	1.0
Field compaction (% max. theoretical density) ^{d,e}	QC plan	2 per business day (min.)	91–97	91–97	91–97	--
Stabilometer value (min) ^c No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	1 per 4,000 tons or 2 per 5 business days, whichever is greater	30	30	--	--
			37	35	23	--
Air void content (%) ^{c, f}	California Test 367		4 ± 2	4 ± 2	TV ± 2	--
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants ^g	California Test 226 or 370	2 per day during production	--	--	--	--
Percent of crushed particles coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	As designated in the QC plan. At least once per project	90	25	--	90
			75	--	90	75
Los Angeles Rattler (% max) Loss at 100 rev.	California Test 211		12	--	12	12

Loss at 500 rev.			45	50	40	40
Flat and elongated particles (% max by weight @ 5:1)	California Test 235		Report only	Report only	Report only	Report only
Fine aggregate angularity (% min) ^h	California Test 234		45	45	45	--
Voids filled with asphalt (%) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only	--
Voids in mineral aggregate (% min) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0	--
Dust proportion ^l No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367		0.6-1.2 0.6–1.2	0.6-1.2 0.6–1.2	Report only	--
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) ^j PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is more	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--	--
Hamburg wheel track (inflection point minimum number of passes) ^j PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is more	10,000 10,000 12,500 15000	10,000 10,000 12,500 15000	--	--
Moisture susceptibility (minimum dry strength, psi) ^j	California Test 371	For RAP ≥15% 1 per 10,000 tons or 1 per project whichever is greater	120	120	--	--
Moisture susceptibility (tensile strength ratio, %) ^j	California Test 371	For RAP ≥15% 1 per 10,000	70	70	--	--

		tons or 1 per project whichever is greater				
Smoothness	Section 39-1.12	--	12-foot straight-edge, must grind, and PI_0			
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	Section 39-1.04C	--	--	1,500–4,000	1,500–4,000
Asphalt modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D

^a Determine combined aggregate gradation containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c Report the average of 3 tests from a single split sample.

^d Determine field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

^e To determine field compaction use:

1. In-place density measurements using the method specified in your QC plan.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

^f Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^g For adjusting the plant controller at the HMA plant.

^h The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

ⁱ Report only.

^j Applies to RAP substitution rate greater than 15 percent.

Replace the 1st paragraph of section 39-2.03A with:

02-22-13

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

HMA Acceptance—Standard Construction Process

Quality characteristic	Test method	HMA type						
		A	B	RHMA-G	OGFC			
Aggregate gradation^a	California Test 202	JMF ± tolerance ^c						
Sieve						3/4"	1/2"	3/8"
1/2"						X ^b		
3/8"							X	
No. 4								X
No. 8						X	X	X
No. 200	X	X	X					
Sand equivalent (min) ^d	California Test 217	47	42	47	--			
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40			
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0			
Field compaction (% max. theoretical density) ^{e, f}	California Test 375	91–97	91–97	91–97	--			
Stabilometer value (min) ^d No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--	--			
		37	35	23	--			
Air void content (%) ^{d, g}	California Test 367	4 ± 2	4 ± 2	TV ± 2	--			
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90	25	--	90			
		75	--	90	75			
		70	20	70	90			
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12	--	12	12			
		45	50	40	40			
Fine aggregate angularity (% min) ^h	California Test 234	45	45	45	--			
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only			
Voids filled with asphalt (%) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Report only	--			
		65.0–75.0	65.0–75.0					
		65.0–75.0	65.0–75.0					
		65.0–75.0	65.0–75.0					
Voids in mineral aggregate (% min) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--	--			
		15.0	15.0	--	--			
		14.0	14.0	18.0–23.0	18.0–23.0			
		13.0	13.0	18.0–23.0	18.0–23.0			
Dust proportion ⁱ	California			Report only	--			

No. 4 and 3/8" gradings 1/2" and 3/4" gradings	Test 367	0.6-1.2 0.6-1.2	0.6-1.2 0.6-1.2		
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) ^j PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--	--
Hamburg wheel track (inflection point minimum number of passes) ^j PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	10,000 10,000 12,500 15000	10,000 10,000 12,500 15000	--	--
Moisture susceptibility (minimum dry strength, psi) ^j	California Test 371	120	120	--	--
Moisture susceptibility (tensile strength ration, %) ^j	California Test 371	70	70	--	--
Smoothness	Section 39-1.12	12-foot straight- edge, must grind, and PI ₀	12-foot straight- edge, must grind, and PI ₀	12-foot straight- edge, must grind, and PI ₀	12-foot straight- edge and must grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92- 1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

^c The tolerances must comply with the allowable tolerances in section 39-1.02E.

^d The Engineer reports the average of 3 tests from a single split sample.

^e The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

^f To determine field compaction, the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

^g The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^h The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

ⁱ Report only.

^j Applies to RAP substitution rate greater than 15 percent.

Replace the 5th paragraph of section 39-2.03A with:

01-20-12

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.2 foot and any layer is less than 0.20 foot.

Replace the 1st paragraph of section 39-3.02A with:

02-22-13

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

HMA Acceptance—Method Construction Process

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation ^a	California Test 202	JMF ± tolerance ^b			
Sand equivalent (min) ^c	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) ^c No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--	--
		37	35	23	--
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90	25	--	90
		75	--	90	75
		70	20	70	90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12	--	12	12
		45	50	40	40
Air void content (%) ^{c, d}	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min) ^e	California Test 234	45	45	45	--
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Report only	--
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
Voids in mineral aggregate (% min) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--	--
		15.0	15.0	--	--
		14.0	14.0	18.0–23.0	--
		13.0	13.0	18.0–23.0	--
		13.0	13.0	18.0–23.0	--
Dust proportion ¹ No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2	0.6–1.2	Report only	--
		0.6–1.2	0.6–1.2		
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) ⁹ PG-58 PG-64	AASHTO T 324 (Modified)	10,000	10,000	--	--
		15,000	15,000		
		15,000	15,000		

PG-70 PG-76 or higher		20,000 25,000	20,000 25,000		
Hamburg wheel track (inflection point minimum number of passes) ^g	AASHTO T 324 (Modified)			--	--
PG-58		10,000	10,000		
PG-64		10,000	10,000		
PG-70		12,500	12,500		
PG-76 or higher		15000	15000		
Moisture susceptibility (minimum dry strength, psi) ^g	California Test 371	120	120	--	--
Moisture susceptibility (tensile strength ration, %) ^g	California Test 371	70	70	--	--
Smoothness	Section 39-1.12	12-foot straight- edge and must-grind	12-foot straight- edge and must-grind	12-foot straight- edge and must-grind	12-foot straight- edge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92- 1.01D(2) and section 39-1.02D	Section 92- 1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c The Engineer reports the average of 3 tests from a single split sample.

^d The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^e The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

^f Report only.

^g Applies to RAP substitution rate greater than 15 percent.

Replace "280 degrees F" in item 2 in the list in the 6th paragraph of section 39-3.04 with:

285 degrees F

01-20-12

Replace "5,000" in the 5th paragraph of section 39-4.02C with:

10,000

02-22-13

Replace the 7th paragraph of section 39-4.02C with:

Except for RAP substitution rate of greater than 15 percent, the Department does not use results from California Test 371 to determine specification compliance.

02-22-13

Replace the 8th paragraph of section 39-4.02C with:

02-22-13

Comply with the values for the HMA quality characteristics and minimum random sampling and testing for quality control shown in the following table:

Minimum Quality Control—QC/QA Construction Process

Quality characteristic	Test method	Minimum sampling and testing frequency	HMA Type			Location of sampling	Maximum reporting time allowance
			A	B	RHMA-G		
Aggregate gradation ^a	California Test 202	1 per 750 tons	JMF ± tolerance ^b	JMF ± tolerance ^b	JMF ± tolerance ^b	California Test 125	24 hours
Asphalt binder content (%)	California Test 379 or 382		JMF±0.40	JMF±0.40	JMF ±0.40	Loose mix behind paver See California Test 125	
Field compaction (% max. theoretical density) ^{c,d}	QC plan		92–96	92–96	91–96	QC plan	
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants ^e	California Test 226 or 370	2 per day during production	--	--	--	Stock-piles or cold feed belts	--
Sand equivalent (min) ^f	California Test 217	1 per 750 tons	47	42	47	California Test 125	24 hours
HMA moisture content (% max)	California Test 226 or 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	Loose Mix Behind Paver See California Test 125	24 hours
Stabilometer value (min) ^f	California Test 366	1 per 4,000 tons or 2 per 5 business days, whichever is greater	30	30	--		48 hours
No. 4 and 3/8" gradings 1/2" and 3/4" gradings			37	35	23		
Air void content (%) ^{f,g}	California Test 367		4 ± 2	4 ± 2	TV ± 2		

Percent of crushed particles coarse aggregate (% min.): One fractured face Two fractured faces	California Test 205	As designated in QC plan. At least once per project.	90	25	--	California Test 125	48 hours
Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve): One fractured face			75	--	90		
Los Angeles Rattler (% max): Loss at 100 rev. Loss at 500 rev.	California Test 211		70	20	70	California Test 125	
Fine aggregate angularity (% min) ^h	California Test 234		12	--	12		
Flat and elongated particle (% max by weight @ 5:1)	California Test 235		45	50	40	California Test 125	
Voids filled with asphalt (%) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		45	45	45	California Test 125	
		Report only	Report only	Report only	California Test 125		
		65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only			

Voids in mineral aggregate (% min.) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0		
Dust proportion ⁱ No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367		0.6–1.2 0.6–1.2	0.6–1.2 0.6–1.2	Report only		
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) ⁱ PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is greater	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--	--	
Hamburg wheel track (inflection point minimum number of passes) ^j PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is greater	10,000 10,000 12,500 15000	10,000 10,000 12,500 15000	--	--	
Moisture susceptibility (minimum dry strength, psi) ^j	California Test 371	1 per 10,000 tons or 1 per project whichever is greater	120	120	--	--	
Moisture susceptibility (tensile strength ratio, %) ^j	California Test 371	1 per 10,000 tons or 1 per project whichever is greater	70	70	70	--	

Smoothness	Section 39-1.12	--	12-foot straight-edge, must-grind, and PI_0	12-foot straight-edge, must-grind, and PI_0	12-foot straight-edge, must-grind, and PI_0	--	
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	--	--	--	1,500–4,000	Section 39-1.02D	24 hours
CRM	Section 39-1.02D	--	--	--	Section 39-1.02D	Section 39-1.02D	48 hours

^a Determine combined aggregate gradation containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c Determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

^d To determine field compaction use:

1. In-place density measurements using the method specified in your QC plan.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

^e For adjusting the plant controller at the HMA plant.

^f Report the average of 3 tests from a single split sample.

^g Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^h The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

ⁱ Report only.

^j Applies to RAP substitution rate greater than 15 percent.

Replace the 1st sentence in the 1st paragraph of section 39-4.03B(2) with:

01-20-12

For aggregate gradation and asphalt binder content, the minimum ratio of verification testing frequency to quality control testing frequency is 1:5.

Replace the 2nd "and" in the 7th paragraph of section 39-4.03B(2) with:

01-20-12

or

Replace the 1st paragraph of section 39-4.04A with:

02-22-13

The Engineer samples for acceptance testing and tests for the following quality characteristics:

HMA Acceptance—QC/QA Construction Process

Index (i)	Quality characteristic				Weight -ing factor (w)	Test method	HMA type		
							A	B	RHMA-G
		Aggregate gradation ^a				California Test 202	JMF ± Tolerance ^c		
	Sieve	3/4"	1/2"	3/8"					
1	1/2"	X ^d	--	--	0.05				
1	3/8"	--	X	--	0.05				
1	No. 4	--	--	X	0.05				
2	No. 8	X	X	X	0.10				
3	No. 200	X	X	X	0.15				
4	Asphalt binder content (%)				0.30	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40
5	Field compaction (% max. theoretical density) ^{d,e}				0.40	California Test 375	92–96	92–96	91–96
	Sand equivalent (min) ^f					California Test 217	47	42	47
	Stabilometer value (min) ^f No. 4 and 3/8" gradings 1/2" and 3/4" gradings					California Test 366	30 37	30 35	-- 23
	Air void content (%) ^{f,g}					California Test 367	4 ± 2	4 ± 2	TV ± 2
	Percent of crushed particles coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on No. 8 sieve.) One fractured face					California Test 205	90 75	25 --	-- 90
	HMA moisture content (% max)					California Test 226 or 370	1.0	1.0	1.0
	Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.					California Test 211	12 45	-- 50	12 40
	Fine aggregate angularity (% min) ^h					California Test 234	45	45	45
	Flat and elongated particle (% max by weight @ 5:1)					California Test 235	Report only	Report only	Report only
	Voids in mineral aggregate (% min) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading					California Test 367	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0

	Voids filled with asphalt (%) ⁱ No. 4 grading 3/8" grading 1/2" grading 3/4" grading		California Test 367	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only
	Dust proportion ¹ No. 4 and 3/8" gradings 1/2" and 3/4" gradings		California Test 367	0.6–1.2 0.6–1.2	0.6–1.2 0.6–1.2	Report only
	Hamburg Wheel Tracker (minimum number of passes at 0.5 inch average rut depth) ^j PG-58 PG-64 PG-70 PG-76 or higher		AASHTO T 324 (Modified)	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--
	Hamburg Wheel Tracker (inflection point minimum number of passes) ^j PG-58 PG-64 PG-70 PG-76 or higher		AASHTO T 324 (Modified)	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--
	Moisture susceptibility (minimum dry strength, psi) ^j		California Test 371	120	120	--
	Moisture susceptibility (tensile strength ratio %) ^j		California Test 371	70	70	70
	Smoothness		Section 39-1.12	12-foot straight-edge, must grind, and PI ₀	12-foot straight-edge, must grind, and PI ₀	12-foot straight-edge, must grind, and PI ₀
	Asphalt binder		Various	Section 92	Section 92	Section 92
	Asphalt rubber binder		Various	--	--	Section 92-1.01D(2) and section 39-1.02D
	Asphalt modifier		Various	--	--	Section 39-1.02D
	CRM		Various	--	--	Section 39-1.02D

suspension limit: Value at which production must be suspended while corrections are made.

40-1.01C Submittals

40-1.01C(1) General

At least 15 days before delivery to the job site, submit manufacturer's recommendations and instructions for storage and installation of:

1. Threaded tie bar splice couplers
2. Joint filler

As an informational submittal, submit calibration documentation and operational guidelines for frequency measuring devices (tachometer) for concrete consolidation vibrators.

Submit updated quality control charts each paving day.

40-1.01C(2) Certificates of Compliance

Submit a certificate of compliance for:

1. Tie bars
2. Threaded tie bar splice couplers
3. Dowel bars
4. Tie bar baskets
5. Dowel bar baskets
6. Joint filler
7. Epoxy powder coating

40-1.01C(3) Quality Control Plan

Submit a concrete pavement QC plan. Allow 30 days for review.

40-1.01C(4) Mix Design

At least 15 days before testing for mix proportions, submit a copy of the AASHTO accreditation for your laboratory determining the mix proportions. At least 15 days before starting field qualification, submit the proposed concrete mix proportions, the corresponding mix identifications, and laboratory test reports including the modulus of rupture for each trial mixture at 10, 21, 28, and 42 days.

40-1.01C(5) Concrete Field Qualification

Submit field qualification data and test reports including:

1. Mixing date
2. Mixing equipment and procedures used
3. Batch volume in cubic yards. The minimum batch size is 5 cu yd.
4. Type and source of ingredients used
5. Penetration of the concrete
6. Air content of the plastic concrete
7. Age and strength at time of concrete beam testing

Field qualification test reports must be certified with a signature by an official in responsible charge of the laboratory performing the tests.

40-1.01C(6) Cores

Submit for authorization the name of the laboratory you propose to use for testing the cores for air content.

Submit each core in an individual plastic bag marked with a location description.

40-1.01C(7) Profile Data and Straightedge Measurements

At least 5 business days before start of initial profiling or changing profiler or operator, submit:

1. Inertial profiler (IP) certification issued by the Department. The certification must not be more than 12 months old.

2. Operator certification for the IP issued by the Department. The operator must be certified for each different model of IP device operated. The certification must not be more than 12 months old.
3. List of manufacturer's recommended test procedures for IP calibration and verification.

Within 2 business days after cross correlation testing, submit ProVAL profiler certification analysis report for cross correlation test results performed on test section. ProVAL is FHWA's software. Submit the certification analysis report to the Engineer and to the electronic mailbox address:

smoothness@dot.ca.gov

Within 2 business days after each day of inertial profiling, submit profile data to the Engineer and to the electronic mailbox address:

smoothness@dot.ca.gov

Within 2 business days of performing straightedge testing, submit a report of areas requiring smoothness correction.

40-1.01C(8)–40-1.01C(12) Reserved

40-1.01D Quality Control and Assurance

40-1.01D(1) General

If the pavement quantity is at least 2000 cu yd, provide a QC manager.

Core pavement as described for, thickness, bar placement, and air content.

For the Department's modulus of rupture testing, assist the Engineer in fabricating test beams by providing materials and labor.

Allow at least 25 days for the Department to schedule testing for coefficient of friction. Notify the Engineer when the pavement is scheduled to be opened to traffic. Notify the Engineer when the pavement is ready for testing which is the latter of:

1. Seven days after paving
2. When the pavement has attained a modulus of rupture of at least 550 psi

The Department tests for coefficient of friction within 7 days of receiving notification that the pavement is ready for testing.

40-1.01D(2) Prepaving Conference

Schedule a prepaving conference at a mutually agreed upon time and place to meet with the Engineer. Make the arrangements for the conference facility. Discuss QC plan and methods of performing each item of the work.

Prepaving conference attendees must sign an attendance sheet provided by the Engineer. The prepaving conference must be attended by your:

1. Project superintendent
2. QC manager
3. Paving construction foreman
4. Workers and your subcontractor's workers, including:
 - 4.1. Foremen including subcontractor's Foremen
 - 4.2. Concrete plant manager
 - 4.3. Concrete plant operator

Do not start paving activities including test strips until the listed personnel have attended a prepaving conference.

40-1.01D(3) Just-In-Time-Training

Reserved

40-1.01D(4) Quality Control Plan

Establish, implement, and maintain a QC plan for pavement. The QC plan must describe the organization and procedures used to:

1. Control the production process
2. Determine if a change to the production process is needed
3. Implement a change

The QC plan must include action and suspension limits and details of corrective action to be taken if any process is out of those limits. Suspension limits must not exceed specified acceptance criteria.

The QC plan must address the elements affecting concrete pavement quality including:

1. Mix proportions
2. Aggregate gradation
3. Materials quality
4. Stockpile management
5. Line and grade control
6. Proportioning
7. Mixing and transportation
8. Placing and consolidation
9. Contraction and construction joints
10. Bar reinforcement placement and alignment
11. Dowel bar placement, alignment, and anchorage
12. Tie bar placement
13. Modulus of rupture
14. Finishing and curing
15. Protecting pavement
16. Surface smoothness

40-1.01D(5) Mix Design

Use a laboratory that complies with ASTM C 1077 to determine the mix proportions for concrete pavement. The laboratory must have a current AASHTO accreditation for:

1. AASHTO T 97 or ASTM C 78
2. ASTM C 192/C 192M

Make trial mixtures no more than 24 months before field qualification.

Using your trial mixtures, determine the minimum cementitious materials content. Use your value for minimum cementitious material content for *MC* in equation 1 and equation 2 of section 90-1.02B(3).

To determine the minimum cementitious materials content or maximum water to cementitious materials ratio, use modulus of rupture values of at least 570 psi for 28 days age and at least 650 psi for 42 days age.

If changing an aggregate supply source or the mix proportions, produce a trial batch and field-qualify the new concrete. The Engineer does not adjust contract time for performing sampling, testing, and qualifying new mix proportions or changing an aggregate supply source.

40-1.01D(6) Quality Control Testing

40-1.01D(6)(a) General

Testing laboratories and testing equipment must comply with the Department's Independent Assurance Program.

40-1.01D(6)(b) Concrete Mix

Before placing pavement, your mix design must be field qualified. Use an ACI certified "Concrete Laboratory Technician, Grade I" to perform field qualification tests and calculations. Test for modulus of rupture under California Test 523 at 10, 21, and 28 days of age.

When placing pavement, your quality control must include testing properties at the frequencies shown in the following table:

QC Testing Frequency

Property	Test method	Minimum frequency
Cleanness value	California Test 227	2 per day
Sand equivalent	California Test 217	2 per day
Aggregate gradation	California Test 202	2 per day
Air content (air entrainment specified)	California Test 504	1 per hour
Air content (air entrainment not specified)	California Test 504	1 per 4 hours
Density	California Test 518	1 per 4 hours
Penetration	California Test 533	1 per 4 hours
Aggregate moisture meter calibration ^a	California Test 223 or California Test 226	1 per day

^a Check calibration of the plant moisture meter by comparing moisture meter readings with California Test 223 or California Test 226 test results.

Maintain control charts to identify potential problems and assignable causes. Post a copy of each control chart at a location determined by the Engineer.

Individual measurement control charts must use the target values in the mix proportions as indicators of central tendency.

Develop linear control charts for:

1. Cleanness value
2. Sand equivalent
3. Fine and coarse aggregate gradation
4. Air content
5. Penetration

Control charts must include:

1. Contract number
2. Mix proportions
3. Test number
4. Each test parameter
5. Action and suspension limits
6. Specification limits
7. Quality control test results

For fine and coarse aggregate gradation control charts, record the running average of the previous 4 consecutive gradation tests for each sieve and superimpose the specification limits.

For air content control charts, the action limit is ± 1.0 percent of the specified value. If no value is specified, the action limit is ± 1.0 percent of the value used for your approved mix design.

As a minimum, a process is out of control if any of the following occurs:

1. For fine and coarse aggregate gradation, 2 consecutive running averages of 4 tests are outside the specification limits
2. For individual penetration or air content measurements:
 - 2.1. One point falls outside the suspension limit line
 - 2.2. Two points in a row fall outside the action limit line

Stop production and take corrective action for out of control processes or the Engineer rejects subsequent material.

Before each day's concrete pavement placement and at intervals not to exceed 4 hours of production, use a tachometer to test and record vibration frequency for concrete consolidation vibrators.

40-1.01D(6)(c) Pavement Smoothness

40-1.01D(6)(c)(i) General

Notify the Engineer 2 business days before performing smoothness testing including IP calibration and verification testing. The notification must include start time and locations by station.

Before testing the pavement smoothness, remove foreign objects from the surface, and mark the beginning and ending station on the pavement shoulder.

Test pavement smoothness using an IP except use a 12-foot straightedge at the following locations:

1. Traffic lanes less than 1,000 feet in length including ramps, turn lanes, and acceleration and deceleration lanes
2. Areas within 15 feet of manholes
3. Shoulders
4. Weigh-in-motion areas
5. Miscellaneous areas such as medians, gore areas, turnouts, and maintenance pullouts

40-1.01D(6)(c)(ii) Straightedge Testing

Identify locations of areas requiring correction by:

1. Location Number
2. District-County-Route
3. Beginning station or post mile to the nearest 0.01 mile
4. For correction areas within a lane:
 - 4.1. Lane direction as NB, SB, EB, or WB
 - 4.2. Lane number from left to right in direction of travel
 - 4.3. Wheel path as "L" for left, "R" for right, or "B" for both
5. For correction areas not within a lane:
 - 5.1. Identify pavement area (e.g., shoulder, weight station, turnout)
 - 5.2. Direction and distance from centerline as "L" for left or "R" for right
6. Estimated size of correction area

40-1.01D(6)(c)(iii) Inertial Profile Testing

IP equipment must display a current certification decal with expiration date.

Conduct cross correlation IP verification test in the Engineer's presence before performing initial profiling. Verify cross correlation IP verification test at least annually. Conduct 5 repeat runs of the IP on an authorized test section. The test section must be on an existing concrete pavement surface 0.1 mile long. Calculate a cross correlation to determine the repeatability of your device under Section 8.3.1.2 of AASHTO R 56 using ProVAL profiler certification analysis with a 3 feet maximum offset. The cross correlation must be a minimum of 0.92.

Conduct the following IP calibration and verification tests in the Engineer's presence each day before performing inertial profiling:

1. Block test. Verify the height sensor accuracy under AASHTO R 57, section 5.3.2.3.
2. Bounce test. Verify the combined height sensor and accelerometer accuracy under AASHTO R 57, section 5.3.2.3.2.
3. DMI test. Calibrate the accuracy of the testing procedure under AASHTO R 56, section 8.4.
4. Manufacturer's recommended tests.

Collect IP data using the specified ProVAL analysis with 250 mm and IRI filters. Comply with the requirements for data collection under AASHTO R 56.

For IP testing, wheel paths are 3 feet from and parallel to the edge of a lane. Left and right are relative to the direction of travel. The IRI is the pavement smoothness along a wheel path of a given lane. The MRI is the average of the IRI values for the left and right wheel path from the same lane.

Operate the IP according to the manufacturer's recommendations and AASHTO R 57 at 1-inch recording intervals and a minimum 4 inch line laser sensor.

Collect IP data under AASHTO R 56. IP data must include:

1. Raw profile data for each lane.
2. ProVAL ride quality analysis report for the international roughness index (IRI) of left and right wheel paths of each lane. Submit in pdf file format.
3. ProVAL ride quality analysis report for the mean roughness index (MRI) of each lane. Submit in pdf file format.
4. ProVAL smoothness assurance analysis report for IRIs of left wheel path. Submit in pdf file format.
5. ProVAL smoothness assurance analysis report for IRIs of right wheel path. Submit in pdf file format.
6. GPS data file for each lane in GPS exchange. Submit in GPS eXchange file format.
7. Manufacturer's recommended IP calibration and verification tests results.
8. AASHTO IP calibration and verification test results including bounce, block, and distance measurement instrument (DMI).

Submit the IP raw profile data in unfiltered electronic pavement profile file (PPF) format. Name the PPF file using the following naming convention:

YYYYMMDD_TTCCRRR_D_L_W_S_X_PT.PPF

where:

YYYY = year

MM = Month, leading zero

DD = Day of month, leading zero

TT = District, leading zero

CCC = County, 2 or 3 letter abbreviation as shown in section 1-1.08

RRR = Route number, no leading zeros

D = Traffic direction as NB, SB, WB, or EB

L = Lane number from left to right in direction of travel

W = Wheel path as "L" for left, "R" for right, or "B" for both

S = Beginning station to the nearest foot (e.g., 10+20) or beginning post mile to the nearest hundredth (e.g., 25.06) no leading zero

X = Profile operation as "EXIST" for existing pavement, "PAVE" for after paving, or "CORR" for after final surface pavement correction

PT = Pavement type (e.g., "concrete", etc.)

Determine IRIs using the ProVAL ride quality analysis with a 250 mm and IRI filters. While collecting the profile data to determine IRI, record the following locations in the raw profile data:

1. Begin and end of all bridge approach slabs
2. Begin and end of all bridges
3. Begin and end of all culverts visible on the roadway surface

For each 0.1 mile section, your IRI values must be within 10 percent of the Department's IRI values. The Engineer may order you to recalibrate your IP equipment and reprofile. If your results are inaccurate due to operator error, the Engineer may disqualify your IP operator.

Determine the MRI for 0.1-mile fixed sections. A partial section less than 0.1 mile that is the result of an interruption to continuous pavement surface must comply with the MRI specifications for a full section. Adjust the MRI for a partial section to reflect a full section based on the proportion of a section paved.

Determine the areas of localized roughness. Use the ProVAL smoothness assurance with a continuous IRI for each wheel path, 25-foot interval, and 250 mm and IRI filters.

40-1.01D(6)(c)(iv) Reserved

40-1.01D(6)(d)–40-1.01D(6)(h) Reserved

40-1.01D(7) Pavement Acceptance

40-1.01D(7)(a) Acceptance Testing

40-1.01D(7)(a)(i) General

The Department's acceptance testing includes testing the pavement properties at the minimum frequencies shown in the following table:

Property	Test Method		Frequency ^a
	CRCP	JPCP	
Modulus of rupture (28 day)	California Test 523		1,000 cu yd
Air content ^b	California Test 504		1 day's paving
Dowel bar placement	--	Measurement ^a	700 sq yd
Tie bar placement	--	Measurement ^a	4,000 sq yd
Thickness	California Test 531		1,200 sq yd
Coefficient of friction	California Test 342		1 day's paving

^aA single test represents no more than the frequency specified.

^bTested only when air entrainment is specified.

Pavement smoothness may be accepted based on your testing in the absence of the Department's testing.

40-1.01D(7)(a)(ii) Air Content

If air-entraining admixtures are specified, the Engineer uses a t-test to compare your QC test results with the Department's test results. The t-value for test data is determined using the following equation:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- n_c = Number of your quality control tests (minimum of 6 required)
- n_v = Number of Department's tests (minimum of 2 required)
- \bar{X}_c = Mean of your quality control tests
- \bar{X}_v = Mean of the Department's tests
- S_p = Pooled standard deviation
(When $n_v = 1$, $S_p = S_c$)
- S_c = Standard deviation of your quality control tests
- S_v = Standard deviation of the Department's tests (when $n_v > 1$)

The Engineer compares your QC test results with the Department's test results at a level of significance of $\alpha = 0.01$. The Engineer compares the t-value to t_{crit} , using degrees of freedom showing in the following table:

degrees of freedom (nc+nv-2)	tcrit (for $\alpha = 0.01$)
1	63.657
2	9.925
3	5.841
4	4.604
5	4.032
6	3.707
7	3.499
8	3.355
9	3.250
10	3.169

If the t-value calculated is less than or equal to tcrit, your quality control test results are verified. If the t-value calculated is greater than tcrit, quality control test results are not verified.

If your quality control test results are not verified, core at least 3 specimens from concrete pavement under section 40-1.03P. The Engineer selects the core locations. The authorized laboratory must test these specimens for air content under ASTM C 457. The Engineer compares these test results with your quality control test results using the t-test method. If your quality control test results are verified based on this comparison, the Engineer uses the quality control test results for acceptance of concrete pavement for air content. If your quality control test results are not verified based on this comparison, the Engineer uses the air content of core specimens determined by the authorized laboratory under ASTM C 457 for acceptance.

40-1.01D(7)(a)(iii) Dowel and Tie Bar Placement

For JPCP, drill cores under section 40-1.03P for the Department's acceptance testing.

The Engineer identifies which joint and dowel or tie bar are to be tested. Core each day's paving within 2 business days. Each dowel or tie bar test consists of 2 cores, 1 on each bar end to expose both ends and allow measurement.

If the tests indicate dowel or tie bars are not placed within the specified tolerances or if there is unconsolidated concrete around the dowel or tie bars, core additional specimens identified by Engineer to determine the limits of unacceptable work.

40-1.01D(7)(a)(iv) Thickness

Drill cores under section 40-1.03P for the Department's acceptance testing in the primary area, which is the area placed in 1 day for each thickness. Core at locations determined by the Engineer and in the Engineer's presence.

Do not core until any grinding has been completed.

The core specimen diameter must be 4 inches. To identify the limits of concrete pavement deficient in thickness by more than 0.05 foot, you may divide primary areas into secondary areas. The Engineer measures cores under California Test 531 to the nearest 0.01 foot. Core at least 1 foot from existing, contiguous, and parallel concrete pavement not constructed as part of this Contract.

You may request the Engineer make additional thickness measurements and use them to determine the average thickness variation. The Engineer determines the locations with random sampling methods.

If each thickness measurement in a primary area is less than 0.05 foot deficient, the Engineer calculates the average thickness deficiency in that primary area. The Engineer uses 0.02 foot for a thickness difference more than 0.02 foot over the specified thickness.

For each thickness measurement in a primary area deficient by more than 0.05 foot, the Engineer determines a secondary area where the thickness deficiency is more than 0.05 foot. The Engineer determines this secondary area by measuring the thickness of each concrete pavement slab adjacent to

the measurement found to be more than 0.05 foot deficient. The Engineer continues to measure the thickness until an area that is bound by slabs with thickness deficient by 0.05 foot or less is determined.

Slabs without bar reinforcement are defined by the areas bound by longitudinal and transverse joints and concrete pavement edges. Slabs with bar reinforcement are defined by the areas bound by longitudinal joints and concrete pavement edges and 15-foot lengths. Secondary area thickness measurements in a slab determine that entire slab's thickness.

The Engineer measures the remaining primary area thickness after removing the secondary areas from consideration for determining the average thickness deficiency.

40-1.01D(7)(a)(v)–40-1.01D(7)(a)(ix) Reserved

40-1.01D(7)(b) Acceptance Criteria

40-1.01D(7)(b)(i) General

Reserved

40-1.01D(7)(b)(ii) Modulus of Rupture

For field qualification, the modulus of rupture at no later than 28 days must be at least:

1. 550 psi for each single beam
2. 570 psi for the average of 5 beams

For production, the modulus of rupture for the average of the individual test results of 2 beams aged for 28 days must be at least 570 psi.

40-1.01D(7)(b)(iii) Air Content

The air content must be within ± 1.5 percent of the specified value. If no value is specified, the air content must be within ± 1.5 percent of, the value used for your approved mix design.

40-1.01D(7)(b)(iv) Bar Reinforcement

In addition to requirements of Section 52, bar reinforcement must be more than 1/2 inch below the saw cut depth at concrete pavement joints.

40-1.01D(7)(b)(v) Dowel Bar and Tie Bar Placement

Tie bar placement must comply with the tolerances shown in the following table:

Tie Bar Tolerance	
Dimension	Tolerance
Horizontal and vertical skew	5 1/4 inch, max
Longitudinal translation	± 2 inch
Horizontal offset (embedment)	± 2 inch
Vertical depth	<ol style="list-style-type: none"> 1. At least 1/2 inch below the bottom of the saw cut 2. When measured at any point along the bar, not less than 2 inches clear of the pavement's surface and bottom

NOTE: Tolerances are measured relative to the completed joint.

Dowel bar placement must comply with the tolerances shown in the following table:

Dowel Bar Tolerances

Dimension	Tolerance
Horizontal offset	±1 inch
Longitudinal translation	±2 inch
Horizontal skew	5/8 inch, max
Vertical skew	5/8 inch, max
Vertical depth	<p>The minimum distance measured from concrete pavement surface to any point along the top of dowel bar must be: DB + 1/2 inch</p> <p>where: DB = one third of pavement thickness in inches, or the saw cut depth, whichever is greater</p> <p>The maximum distance below the depth shown must be 5/8 inch.</p>

NOTE: Tolerances are measured relative to the completed joint.

The Engineer determines the limits for removal and replacement.

40-1.01D(7)(b)(vi) Pavement Thickness

Concrete pavement thickness must not be deficient by more than 0.05 foot.

The minimum thickness is not reduced for specifications that may affect concrete pavement thickness such as allowable tolerances for subgrade construction.

The Engineer determines the areas of noncompliant pavement, the thickness deficiencies, and the limits where removal is required.

Pavement with an average thickness deficiency less than 0.01 foot is acceptable. If the thickness deficiency is 0.01 foot or more and less than 0.05 foot, you may request authorization to leave the pavement in place and accept a pay adjustment. If the deficiency is more than 0.05 foot the pavement must be removed and replaced.

40-1.01D(7)(b)(vii) Pavement Smoothness

Where testing with an IP is required, the pavement surface must have:

1. No areas of localized roughness with an IRI greater than 120 in/mi
2. MRI of 60 in/mi or less within a 0.1 mile section

Where testing with a straightedge is required, the pavement surface must not vary from the lower edge of the straightedge by more than:

1. 0.01 foot when the straightedge is laid parallel with the centerline
2. 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

40-1.01D(7)(b)(viii) Coefficient of Friction

Initial and final texturing must produce a coefficient of friction of at least 0.30. Do not open the pavement to traffic unless the coefficient of friction is at least 0.30.

40-1.01D(7)(b)(ix)–40-1.01D(7)(b)(xii) Reserved

40-1.02 MATERIALS

40-1.02A General

Water for coring must comply with section 90.

Tack coat must comply with section 39.

40-1.02B Concrete

40-1.02B(1) General

PCC for pavement must comply with section 90-1 except as otherwise specified.

40-1.02B(2) Cementitious Material

Concrete must contain from 505 pounds to 675 pounds cementitious material per cubic yard. The specifications for reducing cementitious material content in section 90-1.02E(2) do not apply .

40-1.02B(3) Aggregate

Aggregate must comply with section 90-1.02C except the specifications for reduction in operating range and contract compliance for cleanness value and sand equivalent specified in section 90-1.02C(2) and section 90-1.02C(3) do not apply.

For coarse aggregate in high desert and high mountain climate regions, the loss must not exceed 25 percent when tested under California Test 211 with 500 revolutions.

For combined aggregate gradings, the difference between the percent passing the 3/8-inch sieve and the percent passing the no. 8 sieve must not be less than 16 percent of the total aggregate.

40-1.02B(4) Air Entrainment

The second paragraph of section 90-1.02I(2)(a) does not apply.

For a project shown in the low and south mountain climate regions, add air-entraining admixture to the concrete at the rate required to produce an air content of 4 percent in the freshly mixed concrete.

For a project shown in the high desert and high mountain climate regions, add air-entraining admixture to the concrete at the rate required to produce an air content of 6 percent in the freshly mixed concrete.

40-1.02B(5)–40-1.02B(8) Reserved

40-1.02C Reinforcement, Bars, and Baskets

40-1.02C(1) Bar Reinforcement

Bar reinforcement must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, bar reinforcement must comply with section 52.

If the project is shown to be in high desert or any mountain climate regions, bar reinforcement must be one of the following:

1. Epoxy-coated bar reinforcement under section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60. Bars must be handled under ASTM D 3963/D 3963M and section 52-2.02C.
2. Low carbon, chromium steel bar complying with ASTM A 1035/A 1035M

40-1.02C(2) Dowel Bars

Dowel bars must be plain bars. Fabricate, sample, and handle epoxy-coated dowel bars under ASTM D 3963/D 3963M and section 52-2.03C except each sample must be 18 inches long.

If the project is not shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with either section 52-2.02B or 52-2.03B.

2. Stainless-steel bars. Bars must be descaled solid stainless-steel bars under ASTM A 955/A 955M, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with section 52-2.03B.
2. Stainless-steel bars. Bars must be descaled solid stainless-steel bars under ASTM A 955/A 955M, UNS Designation S31603 or S31803.

40-1.02C(3) Tie Bars

Tie bars must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with either section 52-2.02B or 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled solid stainless-steel bars under ASTM A 955/A 955M, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled solid stainless-steel bars under ASTM A 955/A 955M, UNS Designation S31603 or S31803.

Fabricate, sample, and handle epoxy-coated tie bars under ASTM D 3963/D 3963M, section 52-2.02, or section 52-2.03.

Do not bend tie bars.

40-1.02C(4) Dowel and Tie Bar Baskets

For dowel and tie bar baskets, wire must comply with ASTM A 82/A 82M and be welded under ASTM A 185/A 185M, Section 7.4. The minimum wire-size no. is W10. Use either U-frame or A-frame shaped assemblies.

If the project is not shown to be in high desert or any mountain climate region, baskets may be epoxy-coated, and the epoxy coating must comply with either section 52-2.02B or 52-2.03B.

If the project is shown to be in high desert or any mountain climate region, wire for dowel bar and tie bar baskets must be one of the following:

1. Epoxy-coated wire complying with section 52-2.03B
2. Stainless-steel wire. Wire must be descaled solid stainless-steel. Wire must comply with (1) the chemical requirements in ASTM A 276/A 276M, UNS Designation S31603 or S31803 and (2) the tension requirements in ASTM A 1022/ A 1022M.

Handle epoxy-coated tie bar and dowel bar baskets under ASTM D 3963/D 3963M and either section 52-2.02 or 52-2.03.

Fasteners must be driven fasteners under ASTM F 1667. Fasteners on lean concrete base or HMA must have a minimum shank diameter of 3/16 inch and a minimum shank length of 2-1/2 inches. For asphalt treated permeable base or cement treated permeable base, the shank diameter must be at least 3/16 inch and the shank length must be at least 5 inches.

Fasteners, clips, and washers must have a minimum 0.2-mil thick zinc coating applied by either electroplating or galvanizing.

40-1.02D Dowel Bar Lubricant

Dowel bar lubricant must be petroleum paraffin based or a curing compound. Paraffin-based lubricant must be Dayton Superior DSC BB-Coat or Valvoline Tectyl 506 or an approved equal and must be factory-applied. Curing compound must be curing compound no. 3.

40-1.02E Joint Filler

Joint filler for isolation joint must be preformed expansion joint filler for concrete (bituminous type) under ASTM D 994.

40-1.02F Curing Compound

Curing compound must be curing compound no. 1 or 2.

40-1.02G Nonshrink Hydraulic Cement Grout

Nonshrink hydraulic cement grout must comply with ASTM C 1107/C 1107M. Clean, uniform, rounded aggregate filler may be used to extend the grout. Aggregate filler must not exceed 60 percent of the grout mass or the maximum recommended by the manufacturer, whichever is less. Aggregate filler moisture content must not exceed 0.5 percent when tested under California Test 223 or California Test 226. Aggregate filler tested under California Test 202 must comply with the grading shown in the following table:

Sieve size	Percentage passing
1/2-inch	100
3/8-inch	85–100
No. 4	10–30
No. 8	0–10
No. 16	0–5

40-1.02H Temporary Roadway Pavement Structure

Temporary roadway pavement structure must comply with section 41-1.02E.

40-1.02I–40-1.02N Reserved

40-1.03 CONSTRUCTION

40-1.03A General

Aggregate and bulk cementitious material must be proportioned by weight by means of automatic proportioning devices of approved types.

For widenings and lane reconstruction, construct only the portion of pavement where the work will be completed during the same lane closure. If you fail to complete the construction during the same lane closure, construct a temporary pavement structure under section 41-1.

40-1.03B Water Supply

Before placing concrete pavement, develop enough water supply.

40-1.03C Test Strips

Construct a test strip for each type of pavement with a quantity of more than 2,000 cu yd. Obtain authorization of the test strip before constructing pavement. Test strips must be:

1. 700 to 1,000 feet long
2. Same width as the planned paving, and
3. Constructed using the same equipment proposed for paving

The Engineer selects from 6 to 12 core locations for dowel bars and up to 6 locations for tie bars per test strip. If you use mechanical dowel bar inserters, the test strip must demonstrate they do not leave voids, segregations, or surface irregularities such as depressions, dips, or high areas.

Test strips must comply with the acceptance criteria for:

1. Smoothness, except IP is not required
2. Dowel bars and tie bars placement
3. Pavement thickness
4. Final finishing, except the coefficient of friction is not considered

Allow 3 business days for evaluation. If the test strip is noncompliant, stop paving and submit a plan for changed materials, methods, or equipment. Allow 3 business days for authorization of the plan. Construct another test strip per the authorized plan.

Remove and dispose of noncompliant test strips.

If the test strip is compliant except for smoothness and final finishing, you may grind the surface. After grinding retest the test strip smoothness under section 40-1.01D(6)(c).

If the test strip is compliant for smoothness and thickness, construction of an additional test strip is not required and the test strip may remain in place.

Construct additional test strips if you:

1. Propose different paving equipment including:
 - 1.1. Paver
 - 1.2. Dowel bar inserter
 - 1.3. Tie bar inserter
 - 1.4. Tining
 - 1.5. Curing equipment
2. Change concrete mix proportions

You may request authorization to eliminate the test strip if you use paving equipment and personnel from a Department project (1) for the same type of pavement and (2) completed within the past 12 months. Submit supporting documents and previous project information with your request.

40-1.03D Joints

40-1.03D(1) General

Do not bend tie bars or reinforcement in existing concrete pavement joints.

For contraction joints and isolation joints, saw cut a groove with a power-driven saw. After cutting, immediately wash slurry from the joint with water at less than 100 psi pressure.

Keep joints free from foreign material including soil, gravel, concrete, and asphalt. To keep foreign material out of the joint, you may use filler material. Filler material must not react adversely with the concrete or cause concrete pavement damage. After sawing and washing, install filler material that keeps moisture in the adjacent concrete during the 72 hours after paving. If you install filler material, the specifications for spraying the sawed joint with additional curing compound in section 40-1.03K does not apply. If using absorptive filler material, moisten the filler immediately before or after installation.

40-1.03D(2) Construction Joints

Construction joints must be vertical.

Before placing fresh concrete against hardened concrete, existing concrete pavement, or structures, apply curing compound no. 1 or 2 to the vertical surface of the hardened concrete, existing concrete pavement, or structures and allow it to dry.

At joints between concrete pavement and HMA, apply tack coat between the concrete pavement and HMA.

Use a metal or wooden bulkhead to form transverse construction joints. If dowel bars are described, the bulkhead must allow dowel bar installation.

40-1.03D(3) Contraction Joints

Saw contraction joints before cracking occurs and after the concrete is hard enough to saw without spalling, raveling, or tearing.

Saw cut using a power saw with a diamond blade. After cutting, immediately wash slurry from the joint with water at less than 100 psi pressure.

Except for longitudinal joints parallel to a curving centerline, transverse and longitudinal contraction joints must not deviate by more than 0.1 foot from either side of a 12-foot straight line

Cut transverse contraction joints within 0.5 foot of the spacing described. Adjust spacing if needed such that slabs are at least 10 feet long.

For widenings, do not match transverse contraction joints with existing joint spacing or skew unless otherwise described.

Cut transverse contraction joints straight across the full concrete pavement width, between isolation joints and edges of pavement. In areas of converging and diverging pavements, space transverse contraction joints such that the joint is continuous across the maximum pavement width. Longitudinal contraction joints must be parallel with the concrete pavement centerline, except when lanes converge or diverge.

40-1.03D(4) Isolation Joints

Before placing concrete at isolation joints, prepare the existing concrete face and secure joint filler. Prepare by saw cutting and making a clean flat vertical surface. Make the saw cut the same depth as the depth of the new pavement.

40-1.03E Bar Reinforcement

Place bar reinforcement under section 52.

40-1.03F Dowel Bar Placement

If using curing compound as lubricant, apply the curing compound to dowels in 2 separate applications. Lubricate each dowel bar entirely before placement. The last application must be applied not more than 8 hours before placing the dowel bars. Apply each curing compound application at a rate of 1 gallon per 150 square feet.

Install dowel bars using one of the following methods:

1. Drill and bond bars. Comply with section 41-10.
2. Mechanical insertion. Eliminate evidence of the insertion by reworking the concrete over the dowel bars.
3. Dowel bar baskets. Anchor baskets with fasteners. Use at least 1 fastener per foot for basket sections. Baskets must be anchored at least 200 feet in advance of the concrete placement activity unless your waiver request is authorized. If requesting a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before the concrete is placed, cut and remove temporary spacer wires and demonstrate the dowel bars do not move from their specified depth and alignment during concrete placement.

If dowel bars are noncompliant, stop paving activities, demonstrate your correction, and obtain verbal approval from the Engineer.

40-1.03G Tie Bar Placement

Install tie bars at longitudinal joints using one of the following methods:

1. Drill and bond bars. Comply with section 41-10.
2. Insert bars. Mechanically insert tie bars into plastic slip-formed concrete before finishing. Inserted tie bars must have full contact between the bar and the concrete. Eliminate evidence of the insertion by reworking the concrete over the tie bars.
3. Threaded couplers. Threaded tie bar splice couplers must be fabricated from deformed bar reinforcement and free of external welding or machining.
4. Tie bar baskets. Anchor baskets at least 200 feet in advance of pavement placement activity. If you request a waiver, describe the construction limitations or restricted access preventing the advanced

anchoring. After the baskets are anchored and before paving, demonstrate the tie bars do not move from their specified depth and alignment during paving. Use fasteners to anchor tie bar baskets.

If tie bars are noncompliant, stop paving activities, demonstrate your correction, and obtain verbal approval from the Engineer.

40-1.03H Placing Concrete

40-1.03H(1) General

Immediately prior to placing concrete, the surface to receive concrete must be:

1. In compliance with specified requirements, including compaction and elevation tolerances
2. Free of loose and extraneous material
3. Uniformly moist, but free of standing or flowing water

Place concrete pavement with stationary side forms or slip-form paving equipment.

Place consecutive concrete loads within 30 minutes of each other. Construct a transverse construction joint when concrete placement is interrupted by more than 30 minutes. The transverse construction joint must coincide with the next contraction joint location, or you must remove fresh concrete pavement to the preceding transverse joint location.

Place concrete pavement in full slab widths separated by construction joints or monolithically in multiples of full lane widths with a longitudinal contraction joint at each traffic lane line.

Do not retemper concrete.

If the concrete pavement surface width is constructed as specified, you may construct concrete pavement sides on a batter not flatter than 6:1 (vertical:horizontal).

40-1.03H(2) Paving Adjacent to Existing Concrete Pavement

Where pavement is placed adjacent to existing concrete pavement:

1. Grinding adjacent pavement must be completed before placing the pavement
2. Use paving equipment with padded crawler tracks or rubber-tired wheels with enough offset to prevent damage
3. Match pavement grade with the elevation of existing concrete pavement after grinding.

40-1.03H(3) Concrete Pavement Transition Panel

For concrete pavement placed in a transition panel, texture the surface with a drag strip of burlap, broom, or spring steel tine device that produces scoring in the finished surface. Scoring must be either parallel or transverse to the centerline. Texture at the time that produces the coarsest texture.

40-1.03H(4) Stationary Side Form Construction

Stationary side forms must be straight and without defects including warps, bends, and indentations. Side forms must be metal except at end closures and transverse construction joints where other materials may be used.

You may build up side forms by attaching a section to the top or bottom. If attached to the top of metal forms, the attached section must be metal.

The side form's base width must be at least 80 percent of the specified concrete pavement thickness.

Side forms including interlocking connections with adjoining forms must be rigid enough to prevent springing from subgrading and paving equipment and concrete pressure.

Construct subgrade to final grade before placing side forms. Side forms must bear fully on the foundation throughout their length and base width. Place side forms to the specified grade and alignment of the finished concrete pavement's edge. Support side forms during concrete placing, compacting, and finishing.

After subgrade work is complete and immediately before placing concrete, true side forms and set to line and grade for a distance that avoids delays due to form adjustment.

Clean and oil side forms before each use.

Side forms must remain in place for at least 1 day after placing concrete and until the concrete pavement edge no longer requires protection from the forms.

Spread, screed, shape, and consolidate concrete with 1 or more machines. The machines must uniformly distribute and consolidate the concrete. The machines must operate to place the concrete pavement to the specified cross section with minimal hand work.

Consolidate the concrete without segregation. If vibrators are used:

1. The vibration rate must be at least 3,500 cycles per minute for surface vibrators and 5,000 cycles per minute for internal vibrators
2. Amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element
3. Use a calibrated tachometer for measuring frequency of vibration
4. Vibrators must not rest on side forms or new concrete pavement
5. Power to vibrators must automatically cease when forward or backward motion of the paving machine is stopped
6. Uniformly consolidate the concrete across the paving width including adjacent to forms by using high-frequency internal vibrators within 15 minutes of depositing concrete on the subgrade
7. Do not shift the mass of concrete with vibrators.

40-1.03H(5) Slip-Form Construction

If slip-form construction is used, spread, screed, shape, and consolidate concrete to the specified cross section with slip-form machines and minimal hand work. Slip-form paving machines must be equipped with traveling side forms and must not segregate the concrete.

Do not deviate from the specified concrete pavement alignment by more than 0.1 foot.

Slip-form paving machines must use high frequency internal vibrators to consolidate concrete. You may mount vibrators with their axes parallel or normal to the concrete pavement alignment. If mounted with axes parallel to the concrete pavement alignment, space vibrators no more than 2.5 feet measured center to center. If mounted with axes normal to the concrete pavement alignment, space the vibrators with a maximum 0.5-foot lateral clearance between individual vibrators.

Each vibrator must have a vibration rate from 5,000 to 8,000 cycles per minute. The amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element. Use a calibrated tachometer to measure frequency of vibration.

40-1.03I Edge Treatment

Construct edge treatments as shown. Regrade when required for the preparation of safety edge areas.

Sections 40-1.03J(2) and 40-1.03J(3) do not apply to safety edges.

For safety edges placed after the concrete pavement is complete, concrete may comply with the requirements for minor concrete.

For safety edges placed after the concrete pavement is complete, install connecting bar reinforcement under section 52.

Saw cutting or grinding may be used to construct safety edges.

For safety edges, the angle of the slope must not deviate by more than ± 5 degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface.

40-1.03J Finishing

40-1.03J(1) General

Reserved

40-1.03J(2) Preliminary Finishing

40-1.03J(2)(a) General

Preliminary finishing must produce a smooth and true-to-grade finish. After preliminary finishing, mark each day's paving with a stamp. The stamp must be authorized before paving starts. The stamp must be approximately 1 by 2 feet in size. The stamp must form a uniform mark from 1/8 to 1/4 inch deep. Locate the mark 20 ± 5 feet from the transverse construction joint formed at each day's start of paving and 1 ± 0.25 foot from the pavement's outside edge. The stamp mark must show the month, day, and year of placement and the station of the transverse construction joint. Orient the stamp mark so it can be read from the pavement's outside edge.

Do not apply water to the pavement surface before float finishing.

40-1.03J(2)(b) Stationary Side Form Finishing

If stationary side form construction is used, give the pavement a preliminary finish by the machine float method or the hand method.

If using the machine float method:

1. Use self-propelled machine floats.
2. Determine the number of machine floats required to perform the work at a rate equal to the pavement delivery rate. If the time from paving to machine float finishing exceeds 30 minutes, stop pavement delivery. When machine floats are in proper position, you may resume pavement delivery and paving.
3. Run machine floats on side forms or adjacent pavement lanes. If running on adjacent pavement, protect the adjacent pavement surface under section 40-1.03L. Floats must be hardwood, steel, or steel-shod wood. Floats must be equipped with devices that adjust the underside to a true flat surface.

If using the hand method, finish pavement smooth and true to grade with manually operated floats or powered finishing machines.

40-1.03J(2)(c) Slip-Form Finishing

If slip-form construction is used, the slip-form paver must give the pavement a preliminary finish. You may supplement the slip-form paver with machine floats.

Before the pavement hardens, correct pavement edge slump in excess of 0.02 foot exclusive of edge rounding.

40-1.03J(3) Final Finishing

After completing preliminary finishing, round the edges of the initial paving widths to a 0.04-foot radius. Round transverse and longitudinal construction joints to a 0.02-foot radius.

Before curing, texture the pavement. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with a steel-tined device that produces grooves parallel with the centerline.

Construct longitudinal grooves with a self-propelled machine designed specifically for grooving and texturing pavement. The machine must have tracks to maintain constant speed, provide traction, and maintain accurate tracking along the pavement surface. The machine must have a single row of rectangular spring steel tines. The tines must be from 3/32 to 1/8 inch wide, on 3/4-inch centers, and must have enough length, thickness, and resilience to form grooves approximately 3/16 inch deep. The machine must have horizontal and vertical controls. The machine must apply constant down pressure on the pavement surface during texturing. The machines must not cause raveling.

Construct grooves over the entire pavement width in a single pass except do not construct grooves 3 inches from the pavement edges and longitudinal joints. Final texture must be uniform and smooth. Use a guide to properly align the grooves. Grooves must be parallel and aligned to the pavement edge across the pavement width. Grooves must be from 1/8 to 3/16 inch deep after the pavement has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand-construct grooves using the hand method. Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

For ramp termini, use heavy brooming normal to the ramp centerline to produce a coefficient of friction of at least 0.35 determined on the hardened surface under California Test 342.

40-1.03K Curing

Cure the concrete pavement's exposed area under section 90-1.03B using the waterproof membrane method or curing compound method. If using the curing compound method use curing compound no. 1 or 2. When side forms are removed within 72 hours of the start of curing, also cure the concrete pavement edges.

Apply curing compound with mechanical sprayers. Reapply curing compound to saw cuts and disturbed areas.

40-1.03L Protecting Concrete Pavement

Protect concrete pavement under section 90-1.03C.

Maintain the concrete pavement surface temperature at not less than 40 degrees F for the initial 72 hours.

Protect the concrete pavement surface from activities that cause damage and reduce texture and coefficient of friction. Do not allow soil, gravel, petroleum products, concrete, or asphalt mixes on the concrete pavement surface.

Construct crossings for traffic convenience. If authorized, you may use RSC for crossings. Do not open crossings until the Department determines that the pavement's modulus of rupture is at least 550 psi under California Test 523 or California Test 524.

Do not open concrete pavement to traffic or use equipment on the concrete pavement for 10 days after paving nor before the concrete has attained a modulus of rupture of 550 psi based on Department's testing except:

1. If the equipment is for sawing contraction joints
2. If authorized, one side of paving equipment's tracks may be on the concrete pavement after a modulus of rupture of 350 psi has been attained, provided:
 - 2.1. Unit pressure exerted on the concrete pavement by the paver does not exceed 20 psi
 - 2.2. You change the paving equipment tracks to prevent damage or the paving equipment tracks travel on protective material such as planks
 - 2.3. No part of the track is closer than 1 foot from the concrete pavement's edge

If concrete pavement damage including visible cracking occurs, stop operating paving equipment on the concrete pavement and repair the damage.

40-1.03M Early Use of Concrete Pavement

If requesting early use of concrete pavement:

1. Furnish molds and machines for modulus of rupture testing
2. Sample concrete
3. Fabricate beam specimens
4. Test for modulus of rupture under California Test 523

If you request early use, concrete pavement must have a modulus of rupture of at least 350 psi. Protect concrete pavement under section 40-1.03L.

40-1.03N Reserved

40-1.03O Shoulder Rumble Strip

40-1.03O(1) General

Construct shoulder rumble strips by rolling or grinding indentations in new concrete pavement.

Do not construct shoulder rumble strips on structures or approach slabs.

Construct rumble strips within 2 inches of the specified alignment. Rumble strip equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Indentations must not vary from the specified dimensions by more than 1/16 inch in depth nor more than 10 percent in length and width.

Grind or remove and replace noncompliant rumble strip indentations at locations determined by the Engineer. Ground surface areas must be neat and uniform in appearance.

Remove grinding residue under section 42-1.03B.

40-1.03O(2) Rolled-In Indentations

Construct rolled-in indentations before final concrete set. Indentation construction must not displace adjacent concrete.

40-1.03O(3) Ground-In Indentations

Concrete pavement must be hardened before grinding rumble strips indentations. Do not construct indentations until the following occurs:

1. 10 days elapse after concrete placement
2. Concrete has developed a modulus of rupture of 550 psi determined under California Test 523,

40-1.03P Drilling Cores

Drill concrete pavement cores under ASTM C 42/C 42M. Use diamond impregnated drill bits.

Clean, dry, and fill core holes with hydraulic cement grout (nonshrink) or pavement concrete. Coat the core hole walls with epoxy adhesive for bonding new concrete to old concrete under section 95. Finish the backfill to match the adjacent surface elevation and texture.

40-1.03Q Pavement Repair and Replacement

40-1.03Q(1) General

If surface raveling or full-depth cracks occur within one year of Contract acceptance, repair or replace the pavement under section 6-3.06.

Repair and replace pavement in the following sequence:

1. Replace pavement
2. Repair spall, ravel, and working cracks
3. Correct smoothness and coefficient of friction
4. Treat partial depth cracks
5. Replace damaged joint seals under section 41-5

In addition to removing pavement for other noncompliance, remove and replace JPCP slabs that:

1. Have one or more full depth crack
2. Have raveled surfaces such that either:
 - 2.1. Combined raveled areas are more than 5 percent of the total slab area
 - 2.2. Single area is more than 4 sq ft

Remove and replace JPCP 3 feet on both sides of a joint with a rejected dowel bar.

40-1.03Q(2) Spall and Ravel Repair

Repair spalled or raveled areas that are:

1. Deeper than 0.05 foot
2. Wider than 0.10 foot
3. Longer than 0.3 foot

Repairs must comply with section 41-4 and be completed before opening pavement to traffic.

40-1.03Q(3) Crack Repair

Treat partial depth cracks for JPCP under section 41-3.

If the joints are sealed, repair working cracks by routing and sealing. Use a powered rotary router mounted on wheels, with a vertical shaft and a routing spindle that casters as it moves along the crack. Form a reservoir 3/4 inch deep by 3/8 inch wide in the crack. Equipment must not cause raveling nor spalling

Treat the contraction joint adjacent to the working crack by either:

1. Epoxy resin under ASTM C 881/C 881M, Type IV, Grade 2
2. Pressure injecting epoxy resin under ASTM C 881/C881M, Type IV, Grade 1

40-1.03Q(4) Smoothness and Friction Correction

Correct pavement that is noncompliant for:

1. Smoothness by grinding under section 42-3
2. Coefficient of friction by grooving or grinding under section 42

Do not start corrective work until:

1. Pavement has cured 10 days
2. Pavement has at least a 550 psi modulus of rupture
3. Your corrective method is authorized

Correct the entire lane width. Begin and end grinding at lines perpendicular to the roadway centerline. The corrected area must have a uniform texture and appearance.

If corrections are made within areas where testing with an IP is required, retest the entire lane length with an IP under sections 40-1.01D(6)(c) and 40-1.01D(7)(b)(vii).

If corrections are made within areas where testing with a 12-foot straightedge is required, retest the corrected area with a straightedge under sections 40-1.01D(6)(c) and 40-1.01D(7)(b)(vii).

Allow 25 days for the Department's coefficient of friction retesting.

40-1.03R–40-1.03U Reserved

40-1.04 PAYMENT

The payment quantity for pavement is based on the dimensions shown.

The deduction for pavement thickness deficiency in each primary area is shown in the following table:

Deduction for Thickness Deficiency	
Average thickness deficiency (foot) ^a	Deduction(\$/sq yd)
0.01	0.90
0.02	2.30
0.03	4.10
0.04	6.40
0.05	9.11

^aValues greater than 0.01 are rounded to the nearest 0.01 foot.

Shoulder rumble strips are measured by the station along each shoulder on which the rumble strips are constructed without deductions for gaps between indentations.

If the initial cores show that dowel bars or tie bars are within alignment tolerances and the Engineer orders more dowel or tie bar coring, the additional cores are paid for as change order work.

The Department does not pay for additional coring to check dowel or tie bar alignment which you request.

If the Engineer accepts a test strip and it remains as part of the paving surface, the test strip is paid for as the type of pavement involved.

If the curvature of a slab affects tie bar spacing and additional tie bars are required, no additional payment is made for the additional tie bars.

Payment for grinding existing pavement is not included in the payment for the type of pavement involved.

40-2 CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

40-2.01 GENERAL

40-2.01A Summary

Section 40-2 includes specifications for constructing CRCP.

Terminal joints include saw cutting, dowel bars, drill and bond dowel bars, support slab, support slab reinforcement, tack coat, and temporary hot mix asphalt.

Expansion joints include polystyrene, support slab, support slab reinforcement, dowel bars, drill and bond dowel bars, and bond breaker.

Wide flange beam terminals include polyethylene foam, support slab, and support slab reinforcement.

Pavement anchors include cross drains, anchor reinforcement, filter fabric, and permeable material.

40-2.01B Definitions

Reserved

40-2.01C Submittals

Reserved

40-2.01D Quality Control and Assurance

40-2.01D(1) General

Reserved

40-2.01D(2) Testing for Coefficient of Thermal Expansion

For field qualification, test coefficient of thermal expansion under AASHTO T 336. The coefficient of thermal expansion must not exceed 6.0 microstrain/degree Fahrenheit.

40-2.02 MATERIALS

40-2.02A General

Class 1 permeable material, filter fabric, and slotted plastic pipe cross drain as shown for pavement anchors must comply with section 68-3.

40-2.02B Concrete

Concrete for terminal joints, support slabs, and pavement anchors must comply with section 40-1.02.

40-2.02C Transverse Bar Assembly

Instead of transverse bar and other support devices, you may use transverse bar assemblies to support longitudinal bar. Bar reinforcement and wire must comply with section 40-1.02C.

40-2.02D Wide Flange Beam

Wide flange beams and studs must be either rolled structural steel shapes under ASTM A 36/A 36M or structural steel under ASTM A 572/A 572M.

40-2.02E Joints

Joint seals for wide flange beam terminals must comply with section 51-2.02.

Joint seals for transverse expansion joints must comply with section 51-2.02.

Expanded polystyrene for transverse expansion joints must comply with section 51-2.01B(1).

40-2.03 CONSTRUCTION

40-2.03A General

Reserved

40-2.03B Test Strips

Comply with section 40-1.03C except during the evaluation, the Engineer visually checks reinforcement, dowel and tie bar placement.

40-2.03C Construction Joints

Transverse construction joints must be perpendicular to the lane line. Construct joints to allow for lap splices of the longitudinal bar. Comply with the lap splice lengths shown for CRCP.

Clean construction joint surfaces before placing fresh concrete against the joint surfaces. Remove surface laitance, curing compound, and other foreign materials.

40-2.03D Bar Reinforcement

Place bar reinforcement under section 52-1.03D, except you may request to use plastic chairs. Plastic chairs will only be considered for support directly under the transverse bars. Your request to use plastic chairs must include a sample of the plastic chair, the manufacturer's written recommendations for the applicable use and load capacity, chair spacing, and your calculation for the load on a chair for the area of bar reinforcement sitting on it. Vertical and lateral stability of the bar reinforcement and plastic chairs must be demonstrated during construction of the test strip. Obtain authorization before using the proposed plastic chairs for work after the test strip is accepted.

For transverse bar in a curve with a radius under 2,500 feet, place the reinforcement in a single continuous straight line across the lanes and aligned with the radius point as shown.

40-2.03E Wide Flange Beams

Weld stud ends with an electric arc welder completely fusing the studs to the wide flange beam. Replace studs dislodged in shipping or that can be dislodged with a hammer.

40-2.03F Repair and Replacement

40-2.03F(1) General

Requirements for repair of cracks under section 40-1.03Q do not apply to CRCP. High molecular weight methacrylate is not to be applied to cracks in CRCP.

New CRCP will be monitored for 1 year from contract acceptance or relief from maintenance, whichever is less. CRCP that develops raveling areas of 6 inches by 6 inches or greater will require partial depth repair under section 6-3.06. CRCP that develops one or more full-depth transverse cracks with faulting greater than 0.25 inch or one or more full-depth longitudinal cracks with faulting greater 0.50 inch will require full depth repair.

40-2.03F(2) Partial Depth Repair

Partial depth repair must comply with section 41-4 except:

1. Determine a rectangular boundary which extends 6 inches beyond the damaged area. The limits of saw depth must be between 2 inches from the surface to 1/2 inch above the longitudinal bars.
2. If each length of the repair boundaries is equal to or greater than 3 ft, additional reinforcement is needed for the repair area. Submit a plan for authorization before starting the repair.

40-2.03F(3) Full Depth Repair

40-2.03F(3)(a) General

Removal of CRCP must be full depth except for portion of reinforcement to remain. Provide continuity of reinforcement. Comply with section 52-6. Submit a plan for authorization, before starting the repair. Do not damage the base, concrete and reinforcement to remain. Place concrete in the removal area.

40-2.03F(3)(b) Transverse Cracks

Make initial full-depth transverse saw cuts normal to the lane line a distance of 3 feet on each side of the transverse crack.

40-2.03F(3)(c) Longitudinal Cracks

Remove the cracked area normal to the lane line for the full width of the lane a distance of 1 foot beyond the ends of the crack. You may propose alternate limits with your repair plan for authorization.

40-2.03G Reserved

40-2.04 PAYMENT

Not Used

40-3 RESERVED

40-4 JOINTED PLAIN CONCRETE PAVEMENT

40-4.01 GENERAL

40-4.01A Summary

Section 40-4 includes specifications for constructing JPCP.

40-4.01B Definitions

Reserved

40-4.01C Submittals

40-4.01C(1) General

Reserved

40-4.01C(2) Early Age Crack Mitigation System

At least 24 hours before each paving shift, submit the following information as an informational submittal:

1. Early age stress and strength predictions
2. Scheduled sawing and curing activities
3. Contingency plan if cracking occurs

40-4.01C(3)–40-4.01C(8) Reserved

40-4.01D Quality Control and Assurance

40-4.01D(1) General

Reserved

40-4.01D(2) Quality Control Plan

The QC plan must include a procedure for identifying transverse contraction joint locations relative to the dowel bars longitudinal center and a procedure for consolidating concrete around the dowel bars.

40-4.01D(3) Early Age Crack Mitigation System

For JPCP, develop and implement a system for predicting stresses and strength during the initial 72 hours after paving. The system must include:

1. Subscription to a weather service to obtain forecasts for wind speed, ambient temperatures, humidity, and cloud cover
2. Portable weather station with an anemometer, temperature and humidity sensors, located at the paving site
3. Early age concrete pavement stress and strength prediction plan
4. Analyzing, monitoring, updating, and reporting the system's predictions

40-4.01D(4)–40-4.01D(9) Reserved

40-4.02 MATERIALS

Not Used

40-4.03 CONSTRUCTION

40-4.03A General

Transverse contraction joints on a curve must be on a single straight line through the curve's radius point. If transverse joints do not align in a curve, drill a full depth 2" diameter hole under ASTM C 42/C 42M where the joint meets the adjacent slab. Fill the hole with joint filler. If joints are not sealed, avoid joint filler material penetration into the joint.

41-1.01D(2) Reserved

41-1.02 MATERIALS

41-1.02A General

Water for washing aggregates, mixing concrete, curing, and coring must comply with section 90-1.02D.

Use the minimum amount of water to produce workable concrete and comply with the manufacturer's instructions.

41-1.02B Fast-Setting Concrete

Fast-setting concrete must be one of the following:

1. Magnesium phosphate concrete that is either:
 - 1.1. Single component water activated
 - 1.2. Dual component with a prepackaged liquid activator
2. Modified high-alumina based concrete
3. Portland cement based concrete

Fast-setting concrete must be stored in a cool and dry environment.

If used, the addition of retarders must comply with the manufacturer's instructions.

You may use any accelerating chemical admixtures complying with ASTM C494/C494M, Type C and section 90-1.02E.

Fast-setting concrete properties must have the values shown in the following table:

Fast-Setting Concrete		
Property	Test method	Value
Compressive strength ^a (psi, min)		
at 3 hours	California Test 551	3,000
at 24 hours	California Test 551	5,000
Flexural strength ^a (psi, min, at 24 hours)	California Test 551	500
Bond strength ^a (psi, min, at 24 hours)		
Saturated surface dry concrete	California Test 551	300
Dry concrete	California Test 551	400
Water absorption (% , max)	California Test 551	10
Abrasion resistance ^a (g, max, at 24 hours)	California Test 550	25
Drying shrinkage (% , max, at 4 days)	ASTM C596	0.13
Water soluble chlorides ^b (% , max, by weight)	California Test 422	0.05
Water soluble sulfates ^b (% , max, by weight)	California Test 417	0.25
Thermal stability (% , min)	California Test 553	90

^aPerform test with aggregate filler if used.

^bTest must be performed on a cube specimen, fabricated under California Test 551, cured at least 14 days, and then pulverized to 100% passing the no. 50 sieve.

Aggregate filler may be used to extend prepackaged concrete. Aggregate filler must:

1. Be clean and uniformly rounded.
2. Have a moisture content of 0.5-percent by weight or less when tested under California Test 226.
3. Comply with sections 90-1.02C(2) and 90-1.02C(3).
4. Not exceed 50 percent of the concrete volume or the maximum recommended by the fast-setting concrete manufacturer, whichever is less.

When tested under California Test 202, aggregate filler must comply with the grading in the following table:

Aggregate Filler Grading

Sieve size	Percentage passing
3/8 inch	100
No. 4	50–100
No. 16	0–5

41-1.02C Polyester Concrete

Polyester concrete consists of polyester resin binder and dry aggregate. The polyester resin binder must be an unsaturated isophthalic polyester-styrene copolymer.

Polyester resin binder properties must have the values shown in the following table:

Polyester Resin Binder

Property	Test method	Value
Viscosity ^a (Pa·s) RVT, No. 1 spindle, 20 RPM at 77 °F	ASTM D2196	0.075– 0.200
Specific gravity ^a (77 °F)	ASTM D1475	1.05–1.10
Elongation (% min) Type I specimen, 0.25 ± 0.03 inch thick Speed of testing = 0.45 inch/minute Condition 18/25/50+5/70: T—23/50	ASTM D638 ASTM D618	35
Tensile strength (psi, min) Type I specimen, 0.25 ± 0.03 inch thick Speed of testing = 0.45 inch/minute Condition 18/25/50+5/70: T—23/50	ASTM D638 ASTM D618	2,500
Styrene content ^a (% by weight)	ASTM D2369	40–50
Silane coupler (% min, by weight of polyester resin binder)	--	1.0
PCC saturated surface-dry bond strength at 24 hours and 70 ± 2 °F (psi, min)	California Test 551	500
Static volatile emissions ^a (g/sq m, max)	South Coast Air Quality Management District, Method 309-91 ^b	60

^aPerform the test before adding initiator.

^bFor the test method, go to:

<http://www.aqmd.gov/tao/methods/lab/309-91.pdf>

Silane coupler must be an organosilane ester, gamma-methacryloxypropyltrimethoxysilane. Promoter must be compatible with suitable methyl ethyl ketone peroxide (MEKP) and cumene hydroperoxide (CHP) initiators.

Aggregate for polyester concrete must comply with section 90-1.02C(1), 90-1.02C(2), and 90-1.02C(3).

When tested under California Test 202, the combined aggregate grading must comply with one of the gradations in the following table:

Combined Aggregate Grading

Sieve size	Percentage passing		
	A	B	C
1/2"	100	100	100
3/8"	83–100	100	100
No. 4	65–82	62–85	45–80
No. 8	45–64	45–67	35–67
No. 16	27–48	29–50	25–50
No. 30	12–30	16–36	15–36
No. 50	6–17	5–20	5–20
No. 100	0–7	0–7	0–9
No. 200	0–3	0–3	0–6

Aggregate retained on the no. 8 sieve must have a maximum of 45 percent crushed particles under California Test 205. Fine aggregate must be natural sand.

The weighted average absorption must not exceed 1 percent when tested under California Tests 206 and 207.

You may submit an alternative grading or request to use manufactured sand as fine aggregate but 100 percent of the combined grading must pass the 3/8 inch sieve. Allow 21 days for authorization.

Polyester concrete must have a minimum compressive strength of 1250 psi at 3 hours and 30 minutes under California Test 551 or ASTM C109.

41-1.02D Bonding Agent

Bonding agent must comply with the concrete manufacturer's recommendations.

41-1.02E Temporary Pavement Structure

Temporary pavement structure consists of RSC or aggregate base with HMA. RSC not conforming to the specifications may serve as temporary pavement structure if:

1. The modulus of rupture is at least 200 psi before opening to traffic
2. RSC thickness is greater than or equal to the existing concrete pavement surface layer
3. RSC is replaced during the next paving shift

Aggregate base for temporary pavement structure must comply with the 3/4-inch maximum grading specified in section 26-1.02B.

HMA must comply with section 39-1.15 except do not use HMA Type B.

41-1.02F Reserved

41-1.03 CONSTRUCTION

41-1.03A General

Repair only the portion of pavement where the work will be completed during the same lane closure. If removal is required, remove only the portion of pavement where the repair will be completed during the same traffic closure. Completion of concrete repair includes curing until the concrete attains the specified minimum properties required before opening the repaired pavement to traffic.

If you fail to complete the concrete pavement repair during the same lane closure, construct temporary pavement before opening the lane to traffic.

Before starting repair work, except saw cutting: the equipment, materials, and personnel for constructing temporary pavement structure must be at the job site or an approved location. If HMA can be delivered to the job site within 1 hour, you may request 1-hour delivery as an alternative to having the HMA at the job site.

Maintain the temporary pavement structure and replace it as a first order of work as soon as you resume concrete pavement repair work.

After removing temporary pavement structure, you may stockpile that aggregate base at the job site and reuse it for temporary pavement structure.

41-1.03B Mixing and Applying Bonding Agent

Mix and apply the bonding agent at the job site under the manufacturer's instructions and in small quantities.

Apply bonding agent after cleaning the surface and before placing concrete.

Apply a thin, even coat of bonding agent with a stiff bristle brush until the entire repair surface is scrubbed and coated with bonding agent.

41-1.03C Mixing Concrete

41-1.03C(1) General

Mix concrete in compliance with the manufacturer's instructions. For repairing spalls, mix in a small mobile drum or paddle mixer. Comply with the manufacturer's recommended limits for the quantity of aggregate filler, water, and liquid activator.

Mix the entire contents of prepackaged dual-component magnesium phosphate concrete as supplied by the manufacturer. Use the full amount of each component and do not add water to dual-component magnesium phosphate concrete.

Magnesium phosphate concrete must not be mixed in containers or worked with tools containing zinc, cadmium, aluminum, or copper.

Modified high-alumina based concrete must not be mixed in containers or worked with tools containing aluminum.

41-1.03C(2) Polyester Concrete

When mixing with resin, the moisture content of the combined aggregate must not exceed 1/2 of the average aggregate absorption when tested under California Test 226.

Proportion the polyester resin and aggregate to produce a mixture with suitable workability for the intended work. Only a minimal amount of resin may rise to the surface after finishing.

41-1.03D Placing Concrete

The pavement surface temperature must be at least 40 degrees F before placing concrete. You may propose methods to heat the surfaces.

Place magnesium phosphate concrete on a dry surface.

Place portland cement and modified high-alumina concrete on surfaces treated with a bonding agent recommended by the concrete manufacturer. If no bonding agent is recommended by the manufacturer, place concrete on damp surfaces that are not saturated.

Do not retemper concrete. Use dry finishing tools cleaned with water before working the concrete.

41-1.03E Curing Concrete

Cure concrete under the manufacturer's instructions. When curing compound is used, comply with section 90-1.03B for curing compound no. 1 or 2.

41-1.03F Reserved

41-1.04 PAYMENT

Not Used

41-2 SUBSEALING AND JACKING

41-2.01 GENERAL

41-2.01A Summary

Section 41-2 includes specifications for filling voids under existing concrete pavement.

41-2.01B Definitions

Reserved

41-2.01C Submittals

Submit shipping invoices with packaged or bulk fly ash and cement.

Before grouting activities begin, submit a proposal for the materials to be used. Include authorized laboratory test data for the grout indicating:

1. Time of initial setting under ASTM C266.
2. Compressive strength results at 1, 3, and 7 days for 10, 12, and 14-second grout efflux times.

If requesting a substitution of grout materials, submit a proposal that includes test data.

41-2.01D Quality Control and Assurance

Reserved

41-2.02 MATERIALS

41-2.02A General

Reserved

41-2.02B Grout

Grout must consist of Type II portland cement, fly ash, and water. Use from 2.4 to 2.7 parts fly ash to 1 part portland cement by weight. Use enough water to produce the following grout efflux times determined under California Test 541, Part D:

1. From 10 to 16 seconds for subsealing
2. From 10 to 26 seconds for jacking

Cement for grout must comply with the specifications for Type II portland cement in section 90-1.02B(2).

Fly ash must comply with AASHTO M 295, Class C or Class F. Fly ash sources must be on the Authorized Material List.

You may use chemical admixtures and calcium chloride. Chemical admixtures must comply with section 90-1.02E(2). Calcium chloride must comply with ASTM D98.

Test grout compressive strength under California Test 551, Part 1 at 7-days with 12 seconds efflux time. Follow the procedures for moist cure. The 7-day compressive strength must be at least 750 psi.

41-2.02C Mortar

Mortar must be a prepackaged fast-setting mortar that complies with ASTM C928.

41-2.02D Reserved

41-2.03 CONSTRUCTION

41-2.03A General

Drill holes in the pavement, inject grout, plug the holes, and finish the holes with mortar.

Drill holes through the pavement and underlying base to a depth from 15 to 18 inches below the pavement surface. The hole diameter must match the fitting for the grout injecting equipment.

41-2.03B Injecting Grout

41-2.03B(1) General

Inject grout within 2 days of drilling holes.

Immediately before injecting grout, clean the drilled holes with water at a minimum pressure of 40 psi. The cleaning device must have at least 4 jets that direct water horizontally at the slab-base interface.

Do not inject grout if the atmospheric or subgrade temperature is below 40 degrees F. Do not inject grout in inclement weather. If water is present in the holes, obtain the Engineer's authorization before injecting grout.

Do not inject grout until at least 2 consecutive slabs requiring subsealing are drilled ahead of the grouting activities.

The grout plant must have a positive displacement cement injection pump and a high-speed colloidal mixer capable of operating from 800 to 2,000 rpm. The injection pump must sustain 150 psi if pumping grout with a 12-second efflux time. A pressure gauge must be located immediately adjacent to the supply valve of the grout hose supply valve and positioned for easy monitoring.

Before mixing, weigh dry cement and fly ash if delivered in bulk. If the materials are packaged, each container must weigh the same.

Introduce water to the mixer through a meter or scale.

Inject grout under pressure until the voids under the pavement slab are filled. The injection nozzle must not leak. Do not inject grout if the nozzle is below the bottom of the slab. Inject grout 1 hole at a time.

Stop injecting grout in a hole if either:

1. Grout does not flow under a sustained pump gauge pressure of 150 psi after 7 seconds and there is no indication the slab is moving.
2. Injected grout rises to the surface at any joint or crack, or flows into an adjacent hole.

Dispose of unused grout within 1 hour of mixing.

41-2.03B(2) Subsealing

If a slab raises more than 1/16 inch due to grout injection, stop injecting grout in that hole.

41-2.03B(3) Jacking

The positive displacement pump used for grout injection must be able to provide a sustained gauge pressure of 200 psi. Gauge pressures may be from 200 to 600 psi for brief periods to start slab movement.

You may add additional water to initiate pressure injection of grout. Do not reduce the grout efflux time below 10 seconds.

Raise the slabs uniformly. Use string lines to monitor the pavement movement.

Do not move adjacent slabs not specified for pavement jacking. If you move adjacent slabs, correct the grade within the tolerances for final pavement elevation.

41-2.03B(4) Finishing

Immediately after removing the injection nozzle, plug the hole with a round, tapered wooden plug. Do not remove plugs until adjacent holes are injected with grout and no grout surfaces through previously injected holes.

After grouting, remove grout from drilled holes at least 4 inches below the pavement surface. Clean holes and fill with mortar. Finish filled holes flush with the pavement surface.

41-2.03B(5) Tolerances

The final pavement elevation must be within 0.01 foot of the required grade. If the final pavement elevation is between 0.01 and 0.10 foot higher than the required grade, grind the noncompliant pavement surface under section 42 to within 0.01 foot of the required grade.

If the final pavement elevation is higher than 0.10 foot from the required grade, remove and replace the noncompliant pavement under section 41-9.

41-2.04 PAYMENT

The payment quantity for subsealing is calculated by adding the dry weight of cement and fly ash used for the placed grout. The payment quantity for jacking is calculated by adding the dry weight of cement and fly ash used for the placed grout.

The Department does not pay for wasted grout.

The Department does not adjust the unit price for an increase or decrease in the subsealing quantity.

The Department does not adjust the unit price for an increase or decrease in the jacking quantity.

41-3 CRACK TREATMENT

41-3.01 GENERAL

41-3.01A Summary

Section 41-3 includes specifications for applying high-molecular-weight methacrylate (HMWM) to concrete pavement surface cracks that do not extend the full slab depth.

41-3.01B Definitions

Reserved

41-3.01C Submittals

41-3.01C(1) General

Submit HMWM samples 20 days before use.

If sealant is to be removed, submit the proposed removal method at least 7 days before sealant removal. Do not remove sealant until the proposed sealant removal method is authorized.

41-3.01C(2) Public Safety and Placement Plans

Before starting crack treatment, submit a public safety plan for HMWM and a placement plan for construction activity as shop drawings.

The public safety and placement plans must identify the materials, equipment, and methods to be used.

In the public safety plan, include the MSDS for each component of HMWM and details for:

1. Shipping
2. Storage
3. Handling
4. Disposal of residual HMWM and containers

If the project is in an urban area adjacent to a school or residence, the public safety plan must also include an airborne emissions monitoring plan prepared by a CIH certified in comprehensive practice by the American Board of Industrial Hygiene. Submit a copy of the CIH's certification. The CIH must monitor the emissions at a minimum of 4 points including the mixing point, the application point, and the point of nearest public contact. At work completion, submit a report by the industrial hygienist with results of the airborne emissions monitoring plan.

The placement plan must include:

1. Crack treatment schedule including coefficient of friction testing
2. Methods and materials including:
 - 2.1. Description of equipment for applying HMWM
 - 2.2. Description of equipment for applying sand
 - 2.3. Gel time range and final cure time for resin

Revise rejected plans and resubmit. With each plan rejection, the Engineer gives revision directions including detailed comments in writing. The Engineer notifies you of a plan's acceptance or rejection within 2 weeks of receiving that plan.

41-3.01C(3) Reserved

41-3.01D Quality Control and Assurance

41-3.01D(1) General

Use test tiles to evaluate the HMWM cure time. Coat at least one 4 by 4 inch smooth glazed tile for each batch of HMWM. Place the coated tile adjacent to the area being treated. Do not apply sand to the test tiles.

Use the same type of crack treatment equipment for testing and production.

41-3.01D(2) Test Area

Before starting crack treatment, treat a test area of at least 500 square feet within the project limits at a location accepted by the Engineer. Use test areas outside the traveled way if available.

Treat the test area under weather and pavement conditions similar to those expected during crack treatment production.

The Engineer evaluates the test area based on the acceptance criteria. Do not begin crack treatment until the Engineer accepts the test area.

41-3.01D(3) Reserved

41-3.01D(4) Acceptance Criteria

The Engineer accepts a treated area if:

1. Corresponding test tiles are dry to the touch
2. Treated surface is tack-free and not oily
3. Sand cover adheres enough to resist hand brushing
4. Excess sand is removed
5. Coefficient of friction is at least 0.30 when tested under California Test 342

41-3.02 MATERIALS

HMWM consists of compatible resin, promoter, and initiator. HMWM resin may be prepromoted by mixing promoter and resin together before filling containers. Identify prepromoted resin on the container label.

Adjust the gel time to compensate for temperature changes throughout the application.

HMWM resin properties must have the following values:

Property	Test method	Value
Viscosity ^a (cP, max, Brookfield RVT with UL adapter, 50 RPM at 77 °F)	ASTM D2196	25
Specific gravity ^a (min, at 77 °F)	ASTM D1475	0.90
Flash point ^a (°F, min)	ASTM D3278	180
Vapor pressure ^a (mm Hg, max, at 77 °F)	ASTM D323	1.0
Tack-free time (minutes, max, at 77 °F)	Specimen prepared under California Test 551	400
Volatile content ^a (% , max)	ASTM D2369	30
PCC saturated surface-dry bond strength (psi, min, at 24 hours and 77 ± 2 °F)	California Test 551	500

^aPerform the test before adding initiator.

Sand must be commercial quality dry blast sand. At least 95 percent of the sand must pass the no. 8 sieve and at least 95 percent must be retained on the no. 20 sieve when tested under California Test 202.

41-3.02D Reserved

41-3.03 CONSTRUCTION

41-3.03A General

Before applying HMWM, clean the pavement surface by abrasive blasting and blow loose material from visible cracks with high-pressure air. Remove concrete curing seals from the pavement to be treated. The pavement must be dry when blast cleaning is performed. If the pavement surface becomes contaminated before applying the HMWM, clean the pavement surface by abrasive blasting.

If performing abrasive blasting within 10 feet of a lane occupied by traffic, operate abrasive blasting equipment with a concurrently operating vacuum attachment.

During pavement treatment, protect pavement joints, working cracks, and surfaces not being treated.

The equipment applying HMWM must combine the components by either static in-line mixers or by external intersecting spray fans. The pump pressure at the spray bars must not cause atomization. Do not use compressed air to produce the spray. Use a shroud to enclose the spray bar apparatus.

You may apply HMWM manually to prevent overspray onto adjacent traffic. If applying resin manually, limit the batch quantity of HMWM to 5 gallons.

Apply HMWM at a rate of 90 square feet per gallon. The prepared area must be dry and the surface temperature must be from 50 to 100 degrees F while applying HMWM. Do not apply HMWM if the ambient relative humidity is more than 90 percent.

Protect existing facilities from HMWM. Repair or replace existing facilities contaminated with HMWM at your expense.

Flood the treatment area with HMWM to penetrate the pavement and cracks. Apply HMWM within 5 minutes after complete mixing. Mixed HMWM viscosity must not increase. Redistribute excess material with squeegees or brooms within 10 minutes of application. Remove excess material from tined grooves.

Wait at least 20 minutes after applying HMWM before applying sand. Apply sand at a rate of approximately 2 pounds per square yard or until refusal. Remove excess sand by vacuuming or sweeping.

Do not allow traffic on the treated surface until:

1. Treated surface is tack-free and non-oily
2. Sand cover adheres enough to resist hand brushing
3. Excess sand is removed
4. Coefficient of friction is at least 0.30 determined under California Test 342

41-3.04 PAYMENT

Not Used

41-4 SPALL REPAIR

41-4.01 GENERAL

Section 41-4 includes specifications for repairing spalls in concrete pavement.

41-4.02 MATERIALS

Repair spalls using polyester concrete with a bonding agent. The bonding agent must comply with the requirements for HMWM in section 41-3.02 except tack-free time requirements do not apply and the HMWM must not contain wax.

Form board must be corrugated cardboard with a 6-mil polyethylene covering.

41-4.03 CONSTRUCTION

41-4.03A General

Prepare spall areas by removing concrete and cleaning. Use a form board to provide compression relief at joints and cracks.

After completing spall repairs do not allow traffic on the repairs for at least 2 hours after the time of final setting under ASTM C403/403M.

41-4.03B Remove Pavement

The Engineer determines the rectangular limits of unsound concrete pavement. Before removing pavement, mark the saw cut lines and spall repair area on the pavement surface.

Do not remove pavement until the Engineer verbally authorizes the saw cut area.

Use a power-driven saw with a diamond blade.

Remove pavement as shown and:

1. From the center of the repair area towards the saw cut
2. To the full saw cut depth
3. At least 2 inches beyond the saw cut edge to produce a rough angled surface

Produce a rough surface by chipping or other removal methods that do not damage the pavement remaining in-place. Completely remove any saw overcuts. Pneumatic hammers used for concrete removal must weigh 15 lbs or less.

If you damage concrete pavement outside the removal area, enlarge the area to remove the damaged pavement.

If dowel bars are exposed during removal, remove concrete from the exposed surface and cover with duct tape.

41-4.03C Cleaning

After pavement has been removed, clean the exposed faces of the concrete by:

1. Sand or water blasting. Water blasting equipment must be capable of producing a blast pressure of 3,000 to 6,000 psi.
2. Blowing the exposed concrete area with compressed air free of moisture and oil to remove debris after blasting. Air compressors must deliver air at a minimum of 120 cfm and develop 90 psi of nozzle pressure.

41-4.03D Form Board Installation

After cleaning, place the form board to match the existing joint or crack alignment. Extend the form board at least 3 inches beyond each end of the repair and at least 1 inch deeper than the repair. Remove the form board before sealing joints or cracks.

41-4.03E–41-4.03I Reserved

41-4.04 PAYMENT

Payment is calculated based on the authorized saw cut area.

The Department does not adjust the unit price for an increase or decrease in the spall repair quantity.

41-5 JOINT SEALS

41-5.01 GENERAL

41-5.01A Summary

Section 41-5 includes specifications for sealing concrete pavement joints or replacing existing concrete pavement joint seals. Pavement joints include isolation joints.

41-5.01B Definitions

Reserved

41-5.01C Submittals

At least 15 days before delivery to the job site, submit a certificate of compliance, MSDS, manufacturer's recommendations, and instructions for storage and installation of:

1. Liquid joint sealant.

2. Backer rods. Include the manufacturer data sheet verifying compatibility with the liquid joint sealant.
3. Preformed compression joint seal. Include the manufacturer data sheet used to verify the seal for the joint dimensions shown.
4. Lubricant adhesive.

Asphalt rubber joint sealant containers must comply with ASTM D6690. Upon delivery of asphalt rubber joint sealant to the job site, submit a certified test report for each lot based on testing performed within 12 months.

Submit a work plan for removing pavement and joint materials. Allow 10 days for authorization. Include descriptions of the equipment and methods for removal of existing pavement and joint material.

41-5.01D Quality Control and Assurance

41-5.01D(1) General

Before sealing joints, arrange for a representative from the manufacturer to provide training on cleaning and preparing the joint and installing the liquid joint sealant or preformed compression joint seal. Do not seal joints until your personnel and the Department's personnel have been trained.

The Engineer accepts joint seals based on constructed dimensions and visual inspection of completed seals for voids.

41-5.01D(2) Reserved

41-5.02 MATERIALS

41-5.02A General

Use the type of seal material described.

Silicone or asphalt rubber joint sealant must not bond or react with the backer rod.

41-5.02B Silicone Joint Sealant

Silicone joint sealant must be on the Authorized Material List.

41-5.02C Asphalt Rubber Joint Sealant

Asphalt rubber joint sealant must:

1. Be paving asphalt mixed with not less than 10 percent ground rubber by weight. Ground rubber must be vulcanized or a combination of vulcanized and devulcanized materials that pass a no. 8 sieve.
2. Comply with ASTM D6690 for Type II.
3. Be capable of melting at a temperature below 400 degrees F and applied to cracks and joints.

41-5.02D Backer Rods

Backer rods must:

1. Comply with ASTM D5249:
 - 1.1. Type 1 for asphalt rubber joint sealant
 - 1.2. Type 1 or Type 3 for silicone joint sealant
2. Be expanded, closed-cell polyethylene foam
3. Have a diameter at least 25 percent greater than the saw cut joint width

41-5.02E Preformed Compression Joint Seals

Preformed compression joint seals must:

1. Comply with ASTM D2628
2. Have 5 or 6 cells, except seals 1/2 inch wide or less may have 4 cells

Lubricant adhesive used to install seals must comply with ASTM D2835.

41-5.02F–41-5.02K Reserved

41-5.03 CONSTRUCTION

41-5.03A General

If joint sealing is described for new concrete pavement, do not start joint sealing activities until the pavement has been in place for at least 7 days. Seal new concrete pavement joints at least 7 days after concrete pavement placement if shown.

Remove existing pavement and joint material by sawing, rectangular plowing, cutting, or manual labor. Saw cut the reservoir before cleaning the joint. Use a power-driven saw with a diamond blade.

If you damage a portion of the pavement to remain in place, repair the pavement under section 41-4.

41-5.03B Joint Cleaning

41-5.03B(1) General

Clean the joint after removal and any repair is complete before installing joint seal material. Cleaning must be completed no more than 4 hours before installing backer rods, liquid joint seal, or preformed compression seals using the following sequence:

1. Removing debris
2. Drying
3. Sandblasting
4. Air blasting
5. Vacuuming

Clean in 1 direction to minimize contamination of surrounding areas.

41-5.03B(2) Removing Debris

Remove debris including dust, dirt, and visible traces of old sealant from the joint after sawing, plowing, cutting, or manual removal. Do not use chemical solvents to wash the joint.

41-5.03B(3) Drying

After removing debris, allow the reservoir surfaces to dry or remove moisture and dampness at the joint with compressed air that may be moderately hot.

41-5.03B(4) Sandblasting

After the joint is dry, sandblast the reservoir to remove remaining residue using a 1/4-inch diameter nozzle and 90 psi minimum pressure. Do not sandblast straight into the reservoir. Angle the sandblasting nozzle within 1 to 2 inches from the concrete and make at least 1 pass to clean each reservoir face.

41-5.03B(5) Air Blasting

After sandblasting, air blast the reservoir to remove sand, dirt, and dust 1 hour before sealing the joint. Use compressed air free of oil and moisture delivered at a minimum rate of 120 cfm and 90 psi nozzle pressure.

41-5.03B(6) Vacuuming

After air blasting, use a vacuum sweeper to remove debris and contaminants from the pavement surfaces surrounding the joint.

41-5.03B(7) Reserved

41-5.03C Installing Liquid Joint Sealant

Where backer rods are shown, place the rods before installing liquid joint sealant. Place backer rods under the manufacturer's instructions unless otherwise specified. The pavement and reservoir surfaces must be dry and the ambient air temperature must be at least 40 degrees F and above the dew point. The reservoir surface must be free of residue or film. Do not puncture the backer rod.

Immediately after placing the backer rod, install liquid joint sealant under the manufacturer's instructions unless otherwise specified. Before installing, demonstrate that fresh liquid sealant is ejected from the nozzle free of cooled or cured material. For asphalt rubber joint sealant, the pavement surface temperature must be at least 50 degrees F before installing.

Pump liquid joint sealant through a nozzle sized for the width of the reservoir so that liquid joint sealant is placed directly onto the backer rod. The installer must draw the nozzle toward his body and extrude liquid joint sealant evenly. Liquid joint sealant must maintain continuous contact with the reservoir walls during extrusion.

After placing liquid joint sealant, recess it to the depth shown within 10 minutes of installation and before a skin begins to form.

After each joint is sealed, remove excess liquid joint sealant on the pavement surface. Do not allow traffic over the sealed joints until the liquid joint sealant is set, tack free, and firm enough to prevent embedment of roadway debris.

41-5.03D Installing Preformed Compression Joint Seals

Install preformed compression joint seals using lubricant adhesive as shown and under the manufacturer's instructions.

Install longitudinal seals before transverse seals. Longitudinal seals must be continuous except splicing is allowed at intersections with transverse seals. Transverse seals must be continuous for the entire transverse length of concrete pavement except splices are allowed for widening and staged construction. With a sharp instrument, cut across the longitudinal seal at the intersection with transverse construction joints. If the longitudinal seal does not relax enough to properly install the transverse seal, trim the longitudinal seal to form a tight seal between the 2 joints.

If splicing is authorized, comply with the manufacturer's instructions.

Use a machine specifically designed for preformed compression joint seal installation. The machine must install the seal:

1. To the specified depth
2. To make continuous contact with the joint walls
3. Without cutting, nicking, or twisting the seal
4. Without stretching the seal more than 4 percent

Cut preformed compression joint seal material to the exact length of the pavement joint to be sealed. The Engineer measures this length. After you install the preformed compression joint seal, the Engineer measures the excess length of material at the joint end. The Engineer divides the excess length by the measured cut length to determine the stretch percentage.

Seals must be compressed from 30 to 50 percent of the joint width when complete in place.

41-5.03E Reserved

41-5.04 PAYMENT

Not Used

41-6 CRACK AND SEAT

41-6.01 GENERAL

41-6.01A Summary

Section 41-6 includes specifications for cracking, seating, and preparing the surface of existing concrete pavement.

41-6.01B Definitions

Reserved

41-6.01C Submittals

Submit each core in a plastic bag or tube for acceptance at the time of sampling. Mark each core with a location description.

41-6.01D Quality Control and Assurance

41-6.01D(1) General

If cracking is noncompliant:

1. Stop crack and seat work
2. Modify your equipment and procedures and crack the noncompliant pavement again
3. Construct another test section
4. Take additional core samples to verify compliance
5. Construct an inspection strip if the concrete pavement has HMA on the surface

41-6.01D(2) Test Section

The Engineer determines and marks a test section up to 1000 square feet within the crack and seat area shown. Construct the test section and obtain the Engineer's verbal authorization before starting crack and seat work.

Immediately before cracking the test section, apply water to the pavement surface so that cracking can be readily evaluated. Crack the test section and vary impact energy and striking patterns to verify your procedure.

41-6.01D(3) Coring

Drill cores at least 6 inches in diameter under ASTM C42 to verify cracking in the Engineer's presence. Take at least 2 cores per test section and 1 core per lane mile for each pavement cracking machine used. The Engineer determines the core locations.

41-6.01D(4) Reserved

41-6.02 MATERIALS

41-6.02A General

Use fast-setting or polyester concrete to fill core holes.

41-6.03 CONSTRUCTION

41-6.03A Cracking

Crack existing concrete pavement using the procedures and equipment from the authorized test section.

Do not allow flying debris during cracking operations.

Crack existing concrete pavement into segments that nominally measure 6 feet transversely by 4 feet longitudinally. If the existing pavement is already cracked into segments, crack it into equal-sized square or rectangular pieces that nominally measure not more than 6 feet transversely and from 3 to 5 feet longitudinally. Do not impact the pavement within 1 foot of another break line, pavement joint, or edge of pavement.

Cracks must be vertical, continuous, and penetrate the full depth of pavement. Cracks must be within 6 inches of vertical along the full depth of pavement. Do not cause surface spalling over 0.10-foot deep or excessive shattering of the pavement or base.

Cracking equipment must impact the pavement with a variable force in a controlled location. Do not use unguided free-falling weights such as "headache balls."

If the concrete pavement has no more than 0.10 foot of asphalt concrete on the surface, you may crack the pavement without removing the asphalt concrete. After cracking, construct an inspection strip by removing at least 500 square feet of asphalt concrete at a location determined by the Engineer. Construct additional inspection strips to demonstrate compliance where ordered by the Engineer.

After cracking, allow public traffic on the cracked or initial pavement layer for no more than 15 days.

41-6.03B Seating

Seat cracked concrete by making at least 5 passes over the cracked concrete with either:

1. Oscillating pneumatic-tired roller under section 39-3.03 and at least 15 tons
2. Vibratory pad-foot roller exerting a dynamic centrifugal force of at least 10 tons

A pass is 1 movement of a roller in either direction at 5 mph or less.

After all segments have been seated, clean loose debris from joints and cracks using compressed air free of moisture and oil.

Reseat any segment of cracked pavement that has not been overlaid within 24 hours of seating.

41-6.03C Surface Preparation

Before opening cracked and seated pavement to traffic or overlaying:

1. Fill joints, cracks, and spalls wider than 3/4 inch and deeper than 1 inch by applying tack coat and placing HMA under section 39-1.15, except use the no. 4 gradation instead of 3/8-inch.
2. Remove all loose debris and sweep the pavement.

41-6.03D Reserved

41-6.04 PAYMENT

Crack and seat existing concrete pavement is measured from the area of pavement cracked and seated. No deduction is made for existing cracked segments. The Department does not pay for HMA used to fill joints, cracks, and spalls.

41-7 TRANSITION TAPER

41-7.01 GENERAL

Section 41-7 includes specifications for constructing transition tapers in existing pavement.

41-7.02 MATERIALS

Not Used

41-7.03 CONSTRUCTION

Construct transition tapers by either grinding or removing and replacing the existing concrete. Do not allow flying debris during the construction of tapers.

Grinding must comply with section 42.

Replacement concrete must comply with section 41-9 except place concrete to the taper level shown and finish the surface with a coarse broom.

If the transition taper will be overlaid with HMA that is not placed before opening to traffic and there is a grade difference of more than 0.04 foot, construct a temporary taper by placing HMA that complies with section 39-1.15. Remove the temporary HMA taper before constructing the transition taper.

41-7.04 PAYMENT

Pavement transition tapers are measured using the dimensions shown. The Department does not pay for temporary HMA tapers.

41-8 DOWEL BAR RETROFIT

Reserved

41-9 INDIVIDUAL SLAB REPLACEMENT WITH RAPID STRENGTH CONCRETE

41-9.01 GENERAL

41-9.01A Summary

Section 41-9 includes specifications for removing existing concrete pavement and constructing individual slab replacement with rapid strength concrete (ISR—RSC).

41-9.01B Definitions

concrete raveling: Disintegration of the concrete surface layer from aggregate loss.

early age: Any age less than 10 times the time of final setting for concrete determined under ASTM C403/C403M.

full-depth crack: Crack that runs from one edge of the concrete slab to the opposite or adjacent side of the slab.

opening age: Age when the minimum modulus of rupture specified for opening to traffic and equipment is attained.

time of final setting: Elapsed time required to develop a concrete penetration resistance that is at least 4,000 psi under ASTM C403/C403M.

41-9.01C Submittals

41-9.01C(1) General

At least 15 days before delivery to the job site, submit manufacturer's recommendations, MSDS and instructions for storage and installation of joint filler material.

At least 45 days before starting ISR—RSC work submit a sample of cement from each proposed lot and samples of proposed admixtures in the quantities ordered by the Engineer.

During ISR—RSC placement operations, submit uniformity reports for hydraulic cement at least once every 30 days to the Engineer and METS, attention Cement Laboratory. Uniformity reports must comply with ASTM C917 except testing age and water content may be modified to suit the particular material.

Except for modulus of rupture tests, submit QC test result forms within 48 hours of the paving shift. Submit modulus of rupture results within:

1. 15 minutes of opening age test completion
2. 24 hours of 3-day test completion

41-9.01C(2) Quality Control Plan

If the quantity of ISR—RSC is at least 300 cu yd, submit a QC plan at least 20 days before placing trial slabs. If the quantity of ISR—RSC is less than 300 cu yd, submit proposed forms for RSC inspection, sampling, and testing.

41-9.01C(3) Mix Design

At least 10 days before use in a trial slab, submit a mix design. The maximum ambient temperature range for a mix design is 18 degrees F. Submit more than 1 mix design based on ambient temperature variations anticipated during RSC placement. Each mix design must include:

1. Mix design identification number
2. Aggregate source
3. Opening age
4. Aggregate gradation
5. Types of cement and chemical admixtures
6. Mix proportions
7. Maximum time allowed between batching and placing
8. Range of effective ambient temperatures
9. Time of final setting
10. Modulus of rupture development data from laboratory-prepared samples, including tests at:
 - 10.1. 1 hour before opening age
 - 10.2. Opening age
 - 10.3. 1 hour after opening age
 - 10.4. 1 day
 - 10.5. 3 days
 - 10.6. 7 days
 - 10.7. 28 days
11. Shrinkage test data
12. Any special instructions or conditions such as water temperature requirements

41-9.01C(4) Reserved

41-9.01D Quality Control and Assurance

41-9.01D(1) General

Designate a QC manager and assistant QC managers to administer the QC plan. The QC managers must hold current American Concrete Institute (ACI) certification as a Concrete Field Testing Technician-

Grade I and a Concrete Laboratory Testing Technician-Grade II, except the assistant QC managers may hold Concrete Laboratory Testing Technician-Grade I instead of Grade II.

The QC manager responsible for the production period involved must review and sign the sampling, inspection, and test reports before submitting them. The QC manager must be present for:

1. Each stage of mix design
2. Trial slab construction
3. Production and construction of RSC
4. Meetings with the Engineer relating to production, placement, or testing

The QC manager must not be a member of this project's production or paving crews, an inspector, or a tester. The QC manager must have no duties during the production and placement of RSC except those specified.

Testing laboratories and equipment must comply with the Department's Independent Assurance Program. At the time of the QC plan submittal, the Department evaluates the quality control samplers and testers.

41-9.01D(2) Just-in-time Training

Reserved

41-9.01D(3) Quality Control Plan

Establish, implement, and maintain a QC plan for pavement. The QC plan must describe the organization and procedures used to:

1. Control the production process
2. Determine if a change to the production process is needed
3. Implement a change

The QC plan must include:

1. Names, qualifications, and certifications of QC personnel, including:
 - 1.1. QC manager
 - 1.2. Assistant QC managers
 - 1.3. Samplers and testers
2. Outline of procedure for the production, transportation, placement, and finishing of RSC
3. Outline of procedure and forms for concrete QC, sampling, and testing to be performed during and after RSC construction, including testing frequencies for modulus of rupture
4. Contingency plan for identifying and correcting problems in production, transportation, placement, or finishing RSC including:
 - 4.1. Action limits
 - 4.2. Suspension limits that do not exceed specified material requirements
 - 4.3. Detailed corrective action if limits are exceeded
 - 4.4. Temporary pavement structure provisions, including:
 - 4.4.1. The quantity and location of standby material
 - 4.4.2. Determination of need
5. Location of your quality control testing laboratory and testing equipment during and after paving operations
6. List of the testing equipment to be used, including the date of last calibration
7. Production target values for material properties that impact concrete quality or strength including cleanness value and sand equivalent
8. Outline procedure for placing and testing trial slabs, including:
 - 8.1. Locations and times
 - 8.2. Production procedures
 - 8.3. Placing and finishing methods
 - 8.4. Sampling methods, sample curing, and sample transportation
 - 8.5. Testing and test result reporting
9. Name of source plant with approved Material Plant Quality Program (MPQP)
10. Procedures or methods for controlling pavement quality including:
 - 10.1. Materials quality

- 10.2. Contraction and construction joints
- 10.3. Protecting pavement before opening to traffic

41-9.01D(4) Prepaving Conference

Schedule a prepaving conference and provide a facility to meet with the Engineer.

Prepaving conference attendees must sign an attendance sheet provided by the Engineer. The prepaving conference must be attended by your:

1. Project superintendent
2. Project manager
3. QC manager
4. Workers and your subcontractor's workers, including:
 - 4.1. Foremen
 - 4.2. Concrete plant manager
 - 4.3. Concrete plant operator
 - 4.4. Concrete plant inspectors
 - 4.5. Personnel performing saw cutting and joint sealing
 - 4.6. Paving machine operators
 - 4.7. Inspectors
 - 4.8. Samplers
 - 4.9. Testers

The purpose of the prepaving conference is to familiarize personnel with the project's specifications. Discuss the QC plan and processes for constructing each item of work, including:

1. Production
2. Transportation
3. Trial slabs
4. Pavement structure removal
5. Placement
6. Contingency plan
7. Sampling
8. Testing
9. Acceptance

Do not start trial slabs or paving activities until the listed personnel have attended the prepaving conference.

41-9.01D(5) Trial Slabs

Before starting individual slab replacement work, complete 1 trial slab for each mix design.

Place trial slabs near the job site at a mutually-agreed location that is neither on the roadway nor within the project limits. Trial slabs must be 10 by 20 feet and at least 10 inches thick.

During trial slab construction, sample and split the aggregate for grading, cleanness value, and sand equivalent testing.

Fabricate and test beams under California Test 524 to determine the modulus of rupture values.

Cure beams fabricated for early age testing such that the monitored temperatures in the beams and the slab are always within 5 degrees F of each other.

Monitor and record the internal temperatures of trial slabs and early age beams at intervals of at least 5 minutes. Install thermocouples or thermistors connected to strip-chart recorders or digital data loggers to monitor the temperatures. Temperature recording devices must be accurate to within 2 degrees F. Measure internal temperatures at 1 inch from the top, 1 inch from the bottom, and no closer than 3 inches from any edge until early age testing is completed.

Cure beams fabricated for 3-day testing under California Test 524 except place them into sand at a time that is from 5 to 10 times the time of final setting measured under ASTM C403/403M or 24 hours, whichever is earlier.

Trial slabs must have an opening age modulus of rupture of not less than 400 psi and a 3-day modulus of rupture of not less than 600 psi.

After authorization, remove and dispose of trial slabs and testing materials.

41-9.01D(6) Quality Control Testing

41-9.01D(6)(a) General

Provide continuous process control and quality control sampling and testing throughout RSC production and placement. Notify the Engineer at least 2 business days notice before any sampling and testing. Establish a testing facility at the job site or at an authorized location.

Sample under California Test 125.

During ISR—RSC placement, sample and fabricate beams for modulus of rupture testing within the first 30 cubic yards, at least once every 130 cu yd, and within the final truckload. Submit split samples and fabricate test beams for the Department’s testing unless the Engineer informs you otherwise.

Determine the modulus of rupture at opening age under California Test 524, except beam specimens may be fabricated using an internal vibrator under ASTM C 31. Cure beams under the same conditions as the pavement until 1 hour before testing. Test 3 beam specimens in the presence of the Engineer and average the results. A single test represents no more than that day’s production or 130 cu yd, whichever is less.

Determine the modulus of rupture at other ages using beams cured and tested under California Test 524 except place them in sand from 5 to 10 times the time of final setting under ASTM C403/C403M or 24 hours, whichever is earlier.

41-9.01D(6)(b) Rapid Strength Concrete

Your quality control must include testing RSC for the properties at the frequencies shown in the following table:

RSC Minimum Quality Control

Property	Test method	Minimum testing frequency ^a
Cleanness value	California Test 227	650 cu yd or 1 per shift
Sand equivalent	California Test 217	650 cu yd or 1 per shift
Aggregate gradation	California Test 202	650 cu yd or 1 per shift
Air content	California Test 504	130 cu yd or 2 per shift
Yield	California Test 518	2 per shift
Slump or penetration	ASTM C143 or California Test 533	1 per 2 hours of paving
Unit weight	California Test 518	650 cubic yards or 2 per shift
Aggregate Moisture Meter Calibration ^b	California Test 223 or California Test 226	1 per shift
Modulus of rupture	California Test 524	Comply with section 41-9.01D(6)(a)

^aTest at the most frequent interval.

^bCheck calibration of the plant moisture meter by comparing moisture meter readings with California Test 223 or California Test 226 test results

Maintain control charts to identify potential problems and causes. Post a copy of each control chart at a location determined by the Engineer.

Individual measurement control charts must use the target values in the mix proportions as indicators of central tendency.

Develop linear control charts for:

1. Cleanness value
2. Sand equivalent
3. Fine and coarse aggregate gradation
4. Air content
5. Penetration

Control charts must include:

1. Contract number
2. Mix proportions
3. Test number
4. Each test parameter
5. Action and suspension limits
6. Specification limits
7. Quality control test results

For fine and coarse aggregate gradation control charts, record the running average of the previous 4 consecutive gradation tests for each sieve and superimpose the specification limits.

For air content control charts, the action limit is ± 1.0 percent and the suspension limit is ± 1.5 percent of the specified values. If no value is specified, apply the air content value used in the approved mix design.

As a minimum, a process is out of control if any of the following occurs:

1. For fine and coarse aggregate gradation, 2 consecutive running averages of 4 tests are outside the specification limits
2. For individual penetration or air content measurements:
 - 2.1. One point falls outside the suspension limit line
 - 2.2. Two points in a row fall outside the action limit line

Stop production and take corrective action for out of control processes or the Engineer rejects subsequent RSC.

Before each day's concrete pavement placement and at intervals not to exceed 4 hours of production, use a tachometer to test and record vibration frequency for concrete consolidation vibrators.

41-9.01D(6)(c) Reserved

41-9.01D(7) Acceptance Criteria

41-9.01D(7)(a) General

The final texture of ISR—RSC must pass visual inspection and have a coefficient of friction of at least 0.30 determined under California Test 342.

Allow at least 25 days for the Department to schedule testing for coefficient of friction. Notify the Engineer when the pavement is scheduled to be opened to traffic.

41-9.01D(7)(b) Modulus of Rupture

ISR—RSC is accepted based on your testing for modulus of rupture at opening age and the Department's testing for modulus of rupture at 3 days.

ISR—RSC must have a modulus of rupture at opening age that is at least 400 psi and a modulus of rupture at 3 days that is at least 600 psi.

Calculate the test result as the average from testing 3 beams for each sample. The test result represents 1 paving shift or 130 cu yd, whichever is less.

41-9.01D(7)(c) Concrete Pavement Smoothness

The Department tests for concrete pavement smoothness using a 12-foot straightedge. Straightedge smoothness specifications do not apply to the pavement surface placed within 12 inches of existing concrete pavement except parallel to the centerline at the midpoint of a transverse construction joint.

The concrete pavement surface must not vary from the lower edge of a 12-foot straightedge by more than:

1. 0.01 feet when parallel to the centerline
2. 0.02 feet when perpendicular to the centerline extending from edge to edge of a traffic lane

41-9.01D(7)(d) Cracking and Raveling

The Engineer rejects an ISR—RSC slab under section 6-3.06 if within 1 year of contract acceptance there is either:

1. Partial or full-depth cracking
2. Concrete raveling consisting of either:
 - 2.1. Combined raveled areas more than 5 percent of each ISR—RSC slab area
 - 2.2. Any single raveled area of more than 4 sq ft

41-9.01D(8) Reserved

41-9.02 MATERIALS

41-9.02A General

Reserved

41-9.02B Rapid Strength Concrete

RSC for ISR—RSC must comply with section 90-3.

Use either the 1-1/2 inch maximum or the 1-inch maximum combined grading specified in section 90-1.02C(4)(d).

Air content must comply with the minimum requirements in section 40-1.02B(4).

41-9.02C Base Bond Breaker

Use base bond breaker no. 3, 4, or 5 under section 36-2.

41-9.02D Reserved

41-9.03 CONSTRUCTION

41-9.03A General

Complete ISR—RSC adjacent to new pavement or existing pavement shown for construction as a 1st order of work. Replace individual slabs damaged during construction before placing final pavement delineation.

41-9.03B Removing Existing Pavement

Remove pavement under section 15-2.02. The Engineer determines the exact ISR—RSC limits after overlying layers are removed.

After removing pavement to the depth shown, grade to a uniform plane. Water as needed and compact the material remaining in place to a firm and stable base. The finished surface of the remaining material must not extend above the grade established by the Engineer.

41-9.03C Drill and Bond Dowel Bars

Drill existing concrete and bond dowel bars under section 41-10 if described. Do not install dowel bars in contraction joints.

41-9.03D Base Bond Breaker

Place base bond breaker before placing ISR—RSC. Comply with section 36-2.

41-9.03E Placing Rapid Strength Concrete

Do not place RSC if the ambient air temperature is forecast by the National Weather Service to be less than 40 degrees F within 72 hours of final finishing.

Before placing RSC against existing concrete, place 1/4-inch thick commercial quality polyethylene flexible foam expansion joint filler across the original transverse and longitudinal joint faces and extend

the full depth of pavement to the top of the base layer. Place the top of the joint filler flush with the top of the pavement. Secure joint filler to the joint face of the existing pavement to prevent the joint filler from moving during the placement of RSC.

Use metal or wood side forms. Wood side forms must not be less than 1-1/2 inches thick. Side forms and connections must be of sufficient rigidity that movement will not occur under forces from equipment or RSC. Clean and oil side forms before each use. Side forms must remain in place until the pavement edge no longer requires the protection of forms.

After you place RSC, consolidate it using high-frequency internal vibrators adjacent to forms and across the full paving width. Place RSC as nearly as possible to its final position. Do not use vibrators for extensive shifting of concrete pavement.

Spread and shape RSC with powered finishing machines supplemented by hand finishing. After you mix and place RSC, do not add water to the surface to facilitate finishing. You may request authorization to use surface finishing additives. Submit the manufacturer's instructions with your request.

Place consecutive concrete loads without interruption. Do not allow cold joints where a visible lineation forms after concrete is placed, sets, and hardens before additional concrete placed.

Where the existing transverse joint spacing in an adjacent lane exceeds 15 feet, construct an additional transverse contraction joint midway between the existing joints. Complete sawing of contraction joints within 2 hours of completion of final finishing.

Cut contraction joints a minimum of 1/3 the slab depth.

41-9.03F Final Finishing

After preliminary finishing, round the edges of the initial paving width to a 0.04-foot radius. Round transverse and longitudinal construction joints to a 0.02-foot radius. Mark each ISR—RSC area with a stamp. The stamp mark must show the month, day, and year of placement and contract number. Level the location of the stamp with a steel trowel below the pavement texture. Orient the stamp mark so it can be read from the outside edge of ISR—RSC.

Before curing, texture the pavement. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with a steel-tined device that produces grooves parallel with the centerline.

Tines must be from 3/32 to 1/8 inch wide on 3/4-inch centers and have enough length, thickness, and resilience to form grooves from 1/8 to 3/16 inch deep after the concrete has hardened. Grooves must extend over the entire pavement width except do not construct grooves 3 inches from longitudinal pavement edges or joints.

Final texture must be uniform and smooth. Grooves must be parallel and aligned to the pavement edge across the pavement width. The groove alignment must not vary more than 0.1 foot for every 12 foot length.

Protect RSC under section 90-1.03C.

41-9.03G Temporary Pavement Structure

Temporary pavement structure must be RSC or 3-1/2 inch thick HMA over aggregate base.

41-9.03H Noncompliant Individual Slab Replacement

Replace an ISR—RSC slab with any of the following:

1. One or more full-depth cracks.
2. Concrete raveling.
3. Noncompliant smoothness except you may request authorization for grinding under section 42 and retesting. Grinding that causes a depression will not be considered. Smoothness must be corrected within 48 hours of placing ISR—RSC.
4. Noncompliant modulus of rupture.

If the modulus of rupture at opening age is at least 400 psi and the modulus of rupture at 3 days is at least 500 psi but less than 600 psi, you may request authorization to leave the ISR—RSC in place and accept the specified deduction.

If pavement is noncompliant for coefficient of friction, groove or grind the pavement under section 42. Comply with section 40-1.03Q(4) and groove or grind before the installation of any required joint seal or edge drains adjacent to the areas to the noncompliant area.

If an ISR—RSC slab has partial depth cracking, treat it with high-molecular-weight methacrylate under section 41-3.

41-9.03I Replace Pavement Delineation

Replace traffic stripes, pavement markings, and markers that are removed, obliterated, or damaged by ISR—RSC under sections 84 and 85.

41-9.03J Reserved

41-9.04 PAYMENT

Replace base is not included in the payment for individual slab replacement (RSC).

Drill and bond dowel bars are not included in payment for individual slab replacement (RSC).

For individual slab replacement (RSC) with a modulus of rupture at opening age that is at least 400 psi and a modulus of rupture at 3 days that is greater than or equal to 500 psi but less than 550 psi, the Department deducts 10 percent of the payment for individual slab replacement (RSC).

For individual slab replacement (RSC) with a modulus of rupture at opening age that is at least 400 psi and a modulus of rupture at 3 days that is greater than or equal to 550 psi but less than 600 psi, the Department deducts 5 percent of the payment for individual slab replacement (RSC).

41-10 DRILL AND BOND BARS

41-10.01 GENERAL

41-10.01A Summary

Section 41-10 includes specifications for drilling, installing, and bonding tie bars and dowel bars in concrete pavement.

41-10.01B Definitions

Reserved

41-10.01C Submittals

Submit a certificate of compliance for:

1. Tie bars
2. Dowel bars
3. Dowel bar lubricant
4. Chemical adhesive
5. Epoxy powder coating

At least 15 days before delivery to the job site, submit the manufacturer's recommendations and instructions for storage, handling, and use of chemical adhesive.

41-10.01D Quality Control and Assurance

41-10.01D(1) General

Drill and bond bar is accepted based on inspection before concrete placement.

41-10.01D(2) Reserved

41-10.02 MATERIALS

41-10.02A General

Dowel bar lubricant must comply with section 40-1.02D.

Chemical adhesive for drilling and bonding bars must be on the Authorized Material List. The Authorized Material List indicates the appropriate chemical adhesive system for concrete temperature and installation conditions.

Each chemical adhesive system container must clearly and permanently show the following:

1. Manufacturer's name
2. Model number of the system
3. Manufacture date
4. Batch number
5. Expiration date
6. Current International Conference of Building Officials Evaluation Report number
7. Directions for use
8. Storage requirement
9. Warnings or precautions required by state and federal laws and regulations

41-10.02B Reserved

41-10.03 CONSTRUCTION

41-10.03A General

Drill holes for bars. Clean drilled holes in compliance with the chemical adhesive manufacturer's instructions. Holes must be dry at the time of placing the chemical adhesive and bars. Use a grout retention ring when drilling and bonding dowel bars. Immediately after inserting the bar into the chemical adhesive, support the bar to prevent movement until chemical adhesive has cured the minimum time recommended by the manufacturer.

Apply dowel bar lubricant to the entire exposed portion of the dowel bar.

If the Engineer rejects a bar installation: stop paving, drilling, and bonding activities. Adjust your procedures and obtain the Engineer's verbal authorization before resuming paving, drilling, and bonding.

Cut the rejected bar flush with the pavement joint surface and coat the exposed end of the bar with chemical adhesive. Offset the new hole 3 inches horizontally from the rejected hole's center.

41-10.03B Tie Bar Tolerance

Place tie bars within the tolerances shown in the following table:

Tie Bar Tolerances	
Dimension	Tolerance
Horizontal skew (vertical skew: bar length)	1:6
Vertical skew (vertical skew: bar length)	1:6
Longitudinal translation (inch)	±1
Horizontal offset (embedment, inch)	±1
Height relative to the adjacent bar	±1
Vertical Depth (clearance from the pavement surface or bottom, inches, min)	3

41-10.03C Dowel Bar Tolerance

Place dowel bars within the tolerances specified in section 40-1.01D(7)(b)(v).

41-10.03D Reserved

41-10.04 PAYMENT

Not Used

41-11-41-15 RESERVED

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42 GROOVE AND GRIND CONCRETE

07-19-13

Replace the paragraph of section 42-1.01A with:

07-19-13

Section 42-1 includes general specifications for grooving and grinding concrete.

Replace the headings and paragraphs in section 42-3 with:

07-19-13

42-3.01 GENERAL

42-3.01A Summary

Section 42-3 includes specifications for grinding the surfaces of pavement, bridge decks, and approach slabs.

42-3.01B Definitions

Reserved

42-3.01C Submittals

Reserved

42-3.01D Quality Control and Assurance

Reserved

42-3.02 MATERIALS

Not Used

42-3.03 CONSTRUCTION

42-3.03A General

Grind surfaces in the longitudinal direction of the traveled way and grind the full lane width. Begin and end grinding at lines perpendicular to the roadway centerline.

Grinding must result in a parallel corduroy texture with grooves from 0.08 to 0.12 inch wide and from 55 to 60 grooves per foot of width. Grooves must be from 0.06 to 0.08 inch from the top of the ridge to the bottom of the groove.

Grind with abrasive grinding equipment using diamond cutting blades mounted on a self-propelled machine designed for grinding and texturing concrete pavements.

42-3.03B Pavement

Grind existing concrete pavement that is adjacent to an individual slab replacement. Grind the replaced individual slab and all the existing slabs immediately surrounding it. Grind after the individual slab is replaced.

Grind existing concrete pavement that is adjacent to new lanes of concrete pavement. Grind before paving.

After grinding, the existing pavement must comply with requirements for smoothness and coefficient of friction in section 40 except:

1. At the midpoint of a joint or crack, test smoothness with a straightedge. Both sides must have uniform texture.
2. Straightedge and inertial profiler requirements do not apply to areas abnormally depressed from subsidence or other localized causes. End smoothness testing 15 feet before and resume 15 feet after these areas.
3. Cross-slope must be uniform and have positive drainage across the traveled way and shoulder.

As an alternative to grinding existing concrete pavement, you may replace the existing pavement. The new concrete pavement must be the same thickness as the removed pavement. Replace existing

01-18-13

Delete the 5th and 6th paragraphs of section 46-1.01C(2).

Replace the 4th paragraph of section 46-1.01D(2)(b) with:

01-18-13

Each jack and its gage must be calibrated as a unit under the specifications for jacks used to tension prestressing steel permanently anchored at 25 percent or more of its specified minimum ultimate tensile strength in section 50-1.01D(3).

Replace the 3rd paragraph of section 46-1.01D(2)(d) with:

07-19-13

The Department may verify the test loads using the Department's load cells. If requested, install and support the Department's testing equipment during testing and remove the equipment after testing is complete.

Add to section 46-1.02:

07-19-13

46-1.02C Grout

Grout must consist of cement and water and may contain an admixture if authorized. Cement must comply with section 90-1.02B(2). Water must comply with section 90-1.02D. Admixtures must comply with section 90, except they must not contain chloride ions in excess of 0.25 percent by weight. Do not exceed 5 gallons of water per 94 lb of cement.

Mix the grout as follows:

1. Add water to the mixer followed by cement and any admixtures or fine aggregate.
2. Mix the grout with mechanical mixing equipment that produces a uniform and thoroughly mixed grout.
3. Agitate the grout continuously until the grout is pumped.
4. Do not add water after the initial mixing.

Add to section 46-1.03B:

04-20-12

Dispose of drill cuttings under section 19-2.03B.

Add to the end of section 46-1.03C:

07-19-13

Grouting equipment must be:

1. Capable of grouting at a pressure of at least 100 psi
2. Equipped with a pressure gage having a full-scale reading of not more than 300 psi

07-19-13

Delete the 3rd paragraph of section 46-2.01A.

Add to the beginning of section 46-2.01C:

07-19-13

Submittals for strand tendons, bar tendons, bar couplers, and anchorage assemblies must comply with section 50-1.01C.

47 EARTH RETAINING SYSTEMS

07-19-13

Replace the 2nd paragraph of section 47-2.01D with:

02-17-12

Coupler test samples must comply with minimum tensile specifications for steel wire in ASTM A 82/A 82M. Total wire slip must be at most 3/16 inch when tested under the specifications for tension testing of round wire test samples in ASTM A 370.

Replace "78-80" in the 1st table in the 2nd paragraph of section 47-2.02C with:

10-19-12

78-100

Replace the value for the sand equivalent requirement in the 2nd table in the 3rd paragraph of section 47-2.02C with:

01-20-12

12 minimum

Replace the 1st paragraph of section 47-2.02E with:

02-17-12

Steel wire must comply with ASTM A 82/A 82M. Welded wire reinforcement must comply with ASTM A 185/A 185M.

Replace section 47-3 with:

07-19-13

47-3 REINFORCED CONCRETE CRIB WALLS

47-3.01 General

Section 47-3 includes specifications for constructing reinforced concrete crib walls.

Reinforced concrete crib walls must comply with section 51.

Reinforcement must comply with section 52.

Concrete crib walls consist of a series of rectangular cells composed of interlocking, precast, reinforced concrete headers, stretchers, and blocks.

47-3.02 Materials

47-3.02A General

Pads shown to be placed between bearing surfaces must either be (1) neoprene complying with the specifications for strip waterstops in section 51-2.05 or (2) commercial quality no. 30 asphalt felt. The protective board is not required for neoprene pads.

47-3.02B Crib Members

47-3.02B(1) General

All members may be manufactured to dimensions 1/8 inch greater in thickness than shown. The thickness of the lowest step must not be less than the dimension shown.

Stretchers may be manufactured 1/2 inch less in length than shown.

When an opening is shown in the face of the wall, special length stretchers and additional headers may be necessary.

For non-tangent wall alignments, special length stretchers may be required.

For non-tangent wall alignments and at locations where filler blocks are required, special length front face closure members may be required.

47-3.02B(2) Reinforcement

Reinforcing wire must comply with ASTM A 496/A 496M.

For hoops or stirrups use either (1) reinforcing wire or (2) deformed steel welded wire reinforcement. The size must be equivalent to the reinforcing steel shown. Deformed steel welded wire reinforcement must comply with ASTM A 497/A 497M.

47-3.02B(3) Concrete

Concrete test cylinders must comply with section 90-1.01D(5), except when the penetration of fresh concrete is less than 1 inch, the concrete in the test mold must be consolidated by vibrating the mold equivalent to the consolidating effort being used to consolidate the concrete in the members.

Cure crib members under section 51-4.02C.

When removed from forms, the members must present a true surface of even texture, free from honeycombs and voids larger than 1 inch in diameter and 5/16 inch in depth. Clean and fill other pockets with mortar under sections 51-1.02F and 51-1.03E(2).

External vibration resulting in adequate consolidation may be used.

If the Engineer determines that rock pockets are of the extent or character as to affect the strength of the member or to endanger the life of the steel reinforcement, replace the member.

Finish concrete-to-concrete bearing surfaces to a smooth plane. Section 51-1.03F does not apply to concrete crib members.

47-3.03 Construction

Place reinforced concrete crib walls to the lines and grades established by the Engineer. The foundation must be accepted by the Engineer before any crib members are placed.

The gap between bearing surfaces must not exceed 1/8 inch.

Where a gap of 1/16 inch to 1/8 inch exists or where shown, place a 1/16-inch pad of asphalt felt or sheet neoprene between the bearing surfaces.

47-3.04 Payment

The area of reinforced concrete crib wall is measured on the batter at the outer face for the height from the bottom of the bottom stretcher to the top of the top stretcher and for a length measured from end to end of each section of wall.

Add between the 3rd and 4th paragraphs of section 47-5.01:

Reinforcement must comply with section 52.

10-19-12

Add to section 47-6.01A:

The alternative earth retaining system must comply with the specifications for the type of wall being constructed.

10-19-12

Replace "sets" at each occurrence in the 1st paragraph of section 47-6.01C with:

copies

04-19-13

AA

48 TEMPORARY STRUCTURES

07-19-13

Replace "previously welded splice" and its definition in section 48-2.01B with:

04-19-13

previously welded splice: Splice made in a falsework member in compliance with AWS D1.1 or other recognized welding standard before contract award.

Add to section 48-2.01B:

07-19-13

independent support system: Support system that is in addition to the falsework removal system employing methods of holding falsework from above by winches, hydraulic jacks with prestressing steel, HS rods, or cranes.

Delete "field" in the 1st sentence of the 5th paragraph of section 48-2.01C(1).

04-19-13

Replace item 1 in the list in the 6th paragraph of section 48-2.01C(1) with:

04-19-13

1. Itemize the testing, inspection methods, and acceptance criteria used

Replace "sets" at each occurrence in the 4th paragraph of section 48-2.01C(2) with:

07-19-13

copies

Replace the 7th paragraph of section 48-2.01C(2) with:

09-16-11

If you submit multiple submittals at the same time or additional submittals before review of a previous submittal is complete:

1. You must designate a review sequence for submittals
2. Review time for any submittal is the review time specified plus 15 days for each submittal of higher priority still under review

Add to section 48-2.01C(2):

07-19-13

Shop drawings and calculations for falsework removal systems employing methods of holding falsework from above by winches, hydraulic jacks with prestressing steel, HS rods, or cranes must include:

1. Design code used for the analysis of the structural members of the independent support system
2. Provisions for complying with current Cal/OSHA requirements
3. Load tests and ratings within 1 year of intended use of hydraulic jacks and winches
4. Location of the winches, hydraulic jacks with prestressing steel, HS rods, or cranes
5. Analysis showing that the bridge deck and overhang are capable of supporting all loads at all time
6. Analysis showing that winches will not overturn or slide during all stages of loading
7. Location of deck and soffit openings if needed
8. Details of repair for the deck and soffit openings after falsework removal

Replace "set" in the 2nd paragraph of section 49-1.01C(2) with:

04-19-13

copy

Replace "Load Applied to Pile by Hydraulic Jack(s) Acting at One End of Test Beam(s) Anchored to the Pile" in the 5th paragraph of section 49-1.01D(2) with:

07-20-12

"Tensile Load Applied by Hydraulic Jack(s) Acting Upward at One End of Test Beam(s)"

Add to section 49-1.03:

04-20-12

Dispose of drill cuttings under section 19-2.03B.

Replace the paragraph of section 49-2.01A(1) with:

07-19-13

Section 49-2.01 includes general specifications for fabricating and installing driven piles.

Epoxy-coated bar reinforcing steel used for pile anchors must comply with section 52-2.02.

Replace the 2nd paragraph of section 49-2.01D with:

01-20-12

Furnish piling is measured along the longest side of the pile from the specified tip elevation shown to the plane of pile cutoff.

Replace the paragraph of section 49-2.02A(1) with:

07-19-13

Section 49-2.02 includes specifications for fabricating and installing steel pipe piles.

Replace the definitions in section 49-2.02A(2) with:

07-19-13

shop welding: Welding performed at a plant on the Department's Authorized Facility Audit List.

field welding: Welding not performed at a plant on the Department's Authorized Facility Audit List.

Replace item 2 in the list in the paragraph of section 49-2.02A(3)(b) with:

07-19-13

2. Certified mill test reports for each heat number of steel used in pipe piles being furnished.

Replace the paragraph of section 49-2.02A(4)(a) with:

07-19-13

Section 11-3.02 does not apply to shop welds in steel pipe piles fabricated at a facility on the Department's Authorized Facility Audit List.

For groove welds using submerged arc welding from both sides without backgouging, qualify the WPS under Table 4.5 of AWS D1.1.

Replace "0.45" in the 2nd paragraph of section 49-2.02B(1)(a) with:

0.47

07-19-13

Replace the 1st paragraph of section 49-2.02B(1)(b) with:

Welds must comply with AWS D1.1. Circumferential welds must be CJP welds.

07-19-13

Delete the 5th paragraph of section 49-2.02B(1)(b).

07-19-13

Add to section 49-2.02B(1):

49-2.02B(1)(d) Reserved

07-19-13

Replace "4.8.4" in item 2.3 in the list in the 2nd paragraph of section 49-2.02B(2) with:

4.9.4

07-19-13

Delete the 3rd paragraph of section 49-2.02C(2).

07-19-13

Replace the paragraph of section 49-2.03A(1) with:

Section 49-2.03 includes specifications for fabricating and installing structural shape steel piles.

07-19-13

Replace the paragraph of section 49-2.03A(3) with:

Submit a certified material test report and a certificate of compliance that includes a statement that all materials and workmanship incorporated in the work and all required tests and inspections of this work have been performed as described.

07-19-13

Replace the 1st paragraph of section 49-2.03B with:

Structural shape steel piles must comply with ASTM A 36/A 36M, ASTM A 572/A 572M, ASTM A 709/A 709M, or ASTM A 992/A 992M.

07-19-13

Replace "sets" in the 1st paragraph of section 49-2.04A(3) with:

copies

04-19-13

Delete the 1st paragraph of section 49-2.04A(4).

07-19-13

Replace the 3rd and 4th paragraphs of section 49-2.04B(2) with:

10-19-12

Piles in a corrosive environment must be steam or water cured under section 90-4.03.

If piles in a corrosive environment are steam cured, either:

1. Keep the piles continuously wet for at least 3 days. The 3 days includes the holding and steam curing periods.
2. Apply curing compound under section 90-1.03B(3) after steam curing.

Replace the 1st paragraph of section 49-3.01A with:

07-19-13

Section 49-3.01 includes general specifications for constructing CIP concrete piles.

Add to section 49-3.01A:

01-20-12

Concrete must comply with section 51.

Replace the 1st paragraph of section 49-3.01C with:

01-20-12

Except for CIDH concrete piles constructed under slurry, construct CIP concrete piles such that the excavation methods and the concrete placement procedures provide for placing the concrete against undisturbed material in a dry or dewatered hole.

Replace "Reserved" in section 49-3.02A(2) with:

01-20-12

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.

Replace "Reserved" in section 49-3.02A(3)(a) with:

01-20-12

If plastic spacers are proposed for use, submit the manufacturer's data and a sample of the plastic spacer. Allow 10 days for review.

Replace item 5 in the list in the 1st paragraph of section 49-3.02A(3)(b) with:

10-19-12

5. Methods and equipment for determining:
 - 5.1. Depth of concrete
 - 5.2. Theoretical volume of concrete to be placed, including the effects on volume if casings are withdrawn
 - 5.3. Actual volume of concrete placed

Add to the list in the 1st paragraph of section 49-3.02A(3)(b):

01-18-13

8. Drilling sequence and concrete placement plan.

Replace item 2 in the list in the 1st paragraph of section 49-3.02A(3)(g) with:

01-20-12

2. Be sealed and signed by an engineer who is registered as a civil engineer in the State. This requirement is waived for either of the following conditions:
 - 2.1. The proposed mitigation will be performed under the current Department-published version of *ADSC Standard Mitigation Plan 'A' - Basic Repair* without exception or modification.
 - 2.2. The Engineer determines that the rejected pile does not require mitigation due to structural, geotechnical, or corrosion concerns, and you elect to repair the pile using the current Department-published version of *ADSC Standard Mitigation Plan 'B' - Grouting Repair* without exception or modification.

Replace "49-2.03A(4)(d)" in the 1st paragraph of section 49-3.02A(4)(d)(i) with:

07-19-13

49-3.02A(4)(d)

Add to the beginning of section 49-3.02A(4)(d)(ii):

07-19-13

If the drilled hole is dry or dewatered without the use of temporary casing to control ground water, installation of inspection pipes is not required.

Replace item 1 in the list in the 1st paragraph of section 49-3.02A(4)(d)(ii) with:

01-20-12

1. Inspection pipes must be schedule 40 PVC pipe complying with ASTM D 1785 with a nominal pipe size of 2 inches. Watertight PVC couplers complying with ASTM D 2466 are allowed to facilitate pipe lengths in excess of those commercially available. Log the location of the inspection pipe couplers with respect to the plane of pile cutoff.

Add to section 49-3.02A(4)(d)(iv):

01-20-12

If the Engineer determines it is not feasible to use one of ADSC's standard mitigation plans to mitigate the pile, schedule a meeting and meet with the Engineer before submitting a nonstandard mitigation plan.

The meeting attendees must include your representatives and the Engineer's representatives involved in the pile mitigation. The purpose of the meeting is to discuss the type of pile mitigation acceptable to the Department.

Provide the meeting facility. The Engineer conducts the meeting.

Replace the 1st paragraph of section 49-3.02B(5) with:

07-19-13

Grout must consist of cementitious material and water, and may contain an admixture if authorized. Do not exceed 5 gallons of water per 94 lb of cement.

Cementitious material must comply with section 90-1.02B, except SCMs are not required.

Water must comply with section 90-1.02D. If municipally supplied potable water is used, the testing specified in section 90-1.02D is waived.

Admixtures must comply with section 90, except admixtures must not contain chloride ions in excess of 0.25 percent by weight.

Use aggregate to extend the grout as follows:

1. Aggregate must consist of at least 70 percent fine aggregate and approximately 30 percent pea gravel, by weight.
2. Fine aggregate must comply with section 90-1.02C(3).
3. Size of pea gravel must be such that 100 percent passes the 1/2-inch sieve, at least 85 percent passes the 3/8-inch sieve, and not more than 5 percent passes the no. 8 sieve.
4. Minimum cementitious material content of the grout must not be less than 845 lb/cu yd of grout.

Mix the grout as follows:

1. Add water to the mixer followed by cementitious material, aggregates, and any admixtures.
2. Mix the grout with mechanical mixing equipment that produces a uniform and thoroughly mixed grout.
3. Agitate the grout continuously until the grout is pumped.
4. Do not add water after initial mixing.

Replace section 49-3.02B(8) with:

01-20-12

49-3.02B(8) Spacers

Spacers must comply with section 52-1.03D, except you may use plastic spacers.

Plastic spacers must:

1. Comply with sections 3.4 and 3.5 of the Concrete Reinforcing Steel Institute's *Manual of Standard Practice*
2. Have at least 25 percent of their gross plane area perforated to compensate for the difference in the coefficient of thermal expansion between the plastic and concrete
3. Be of commercial quality

Add between the 1st and 2nd paragraphs of section 49-3.02C(2):

07-19-13

For CIDH concrete piles with a pile cap, the horizontal tolerance at the center of each pile at pile cut-off is the larger of 1/24 of the pile diameter or 3 inches. The horizontal tolerance for the center-to-center spacing of 2 adjacent piles is the larger of 1/24 of the pile diameter or 3 inches.

Add to section 49-3.02C(4):

01-20-12

Unless otherwise shown, the bar reinforcing steel cage must have at least 3 inches of clear cover measured from the outside of the cage to the sides of the hole or casing.

Place spacers at least 5 inches clear from any inspection tubes.

Place plastic spacers around the circumference of the cage and at intervals along the length of the cage, as recommended by the manufacturer.

07-19-13

For a single CIDH concrete pile supporting a column:

1. If the pile and the column share the same reinforcing cage diameter, this cage must be accurately placed as shown
2. If the pile reinforcing cage is larger than the column cage and the concrete is placed under dry conditions, maintain a clear horizontal distance of at least 3.5 inches between the two cages
3. If the pile reinforcing cage is larger than the column cage and the concrete is placed under slurry, maintain a clear horizontal distance of at least 5 inches between the two cages

12. Procedure for handling blockages
13. Proposed forms for recording grouting information
14. Procedure for secondary grouting
15. Names of people who will perform grouting activities including their relevant experience and certifications

Add to section 50-1.01C:

07-19-13

50-1.01C(5) Grout

Submit a daily grouting report for each day grouting is performed. Submit the report within 3 days after grouting. The report must be signed by the technician supervising the grouting activity. The report must include:

1. Identification of each tendon
2. Date grouting occurred
3. Time the grouting started and ended
4. Date of placing the prestressing steel in the ducts
5. Date of stressing
6. Type of grout used
7. Injection end and applied grouting pressure
8. Actual and theoretical quantity of grout used to fill duct
9. Ratio of actual to theoretical grout quantity
10. Records of air, grout, and structure surface temperatures during grouting.
11. Summary of tests performed and results, except submit compressive strength and chloride ion test results within 48 hours of test completion
12. Names of personnel performing the grouting activity
13. Summary of problems encountered and corrective actions taken
14. Summary of void investigations and repairs made

Replace the introductory clause in the 1st paragraph of section 50-1.01C(4) with:

07-19-13

Submit test samples for the materials shown in the following table to be used in the work:

Add between "the" and "test samples" in the 1st paragraph of section 50-1.01D(2):

07-19-13

prestressing steel

Replace the 3rd paragraph of section 50-1.01D(2) with:

10-19-12

The Department may verify the prestressing force using the Department's load cells.

Replace the 3rd paragraph in section 50-1.01D(3) with:

07-19-13

Each pressure gage must be fully functional and have an accurately reading, clearly visible dial or display. The dial must be at least 6 inches in diameter and graduated in 100 psi increments or less.

Add between the 5th and 6th paragraphs of section 50-1.01D(3):

07-19-13

Each jack and its gages must be calibrated as a unit.

Replace the 6th paragraph in section 50-1.01D(3) with:

07-19-13

Each jack used to tension prestressing steel permanently anchored at 25 percent or more of its specified minimum ultimate tensile strength must be calibrated by METS within 1 year of use and after each repair. You must:

1. Schedule the calibration of the jacking equipment with METS
2. Mechanically calibrate the gages with a dead weight tester or other authorized means before calibration of the jacking equipment by METS
3. Verify that the jack and supporting systems are complete, with proper components, and are in good operating condition
4. Provide labor, equipment, and material to (1) install and support the jacking and calibration equipment and (2) remove the equipment after the calibration is complete
5. Plot the calibration results

Each jack used to tension prestressing steel permanently anchored at less than 25 percent of its specified minimum ultimate tensile strength must be calibrated by an authorized laboratory within 6 months of use and after each repair.

Add to section 50-1.01D:

07-19-13

50-1.01D(4) Pressure Testing Ducts

For post-tensioned concrete bridges, pressure test each duct with compressed air after stressing. To pressure test the ducts:

1. Seal all inlets, outlets, and grout caps.
2. Open all inlets and outlets on adjacent ducts.
3. Attach an air compressor to an inlet at 1 end of the duct. The attachment must include a valve that separates the duct from the air source.
4. Attach a pressure gage to the inlet at the end of the duct.
5. Pressurize the duct to 50 psi.
6. Lock-off the air source.
7. Record the pressure loss after 1 minute.
8. If there is a pressure loss exceeding 25 psi, repair the leaks with authorized methods and retest.

Compressed air used to clear and test the ducts must be clean, dry, and free of oil or contaminants.

50-1.01D(5) Duct Demonstration of Post-Tensioned Members

Before placing forms for deck slabs of box girder bridges, demonstrate that any prestressing steel placed in the ducts is free and unbonded. If no prestressing steel is in the ducts, demonstrate that the ducts are unobstructed.

If prestressing steel is installed after the concrete is placed, demonstrate that the ducts are free of water and debris immediately before installing the steel.

Before post-tensioning any member, demonstrate that the prestressing steel is free and unbonded in the duct.

The Engineer must witness all demonstrations.

50-1.01D(6) Void Investigation

In the presence of the Engineer, investigate the ducts for voids between 24 hours and 72 hours after grouting completion. As a minimum, inspect the inlet and outlet ports at the anchorages and at high points in the tendons for voids after removal. Completely fill any voids found with secondary grout.

50-1.01D(7) Personnel Qualifications

Perform post-tensioning field activities, including grouting, under the direct supervision of a technician certified as a level 2 Bonded PT Field Specialist through the Post-Tensioning Institute. Grouting activities may be performed under the direct supervision of a technician certified as a Grouting Technician through the American Segmental Bridge Institute.

Replace the 6th paragraph of section 50-1.02B with:

07-19-13

Package the prestressing steel in containers or shipping forms that protect the steel against physical damage and corrosion during shipping and storage.

Replace the 13th paragraph of section 50-1.02B with:

07-19-13

Prestressing steel is rejected if surface rust either:

1. Cannot be removed by hand-cleaning with a fine steel wool pad
2. Leaves pits visible to the unaided eye after cleaning

Replace the 4th paragraph of section 50-1.02C with:

07-19-13

Admixtures must comply with section 90, except admixtures must not contain chloride ions in excess of 0.25 percent by weight.

Delete the 5th paragraphs of section 50-1.02C.

07-19-13

Add to section 50-1.02C:

07-19-13

Secondary grout must:

1. Comply with ASTM C 1107
2. Not have a deleterious effect on the steel, concrete, or bond strength of the steel to concrete

Replace item 9 including items 9.1 and 9.2 in the list in the 1st paragraph of section 50-1.02D with:

07-19-13

9. Have an inside cross-sectional area of at least 2.5 times the net area of the prestressing steel for multistrand tendons

Replace "3/8" in item 10 in the list in the 1st paragraph of section 50-1.02D with:

07-19-13

1/2

Delete the 2nd sentences in the 1st paragraph of section 50-1.02E.

07-19-13

Replace section 50-1.02F with:

07-19-13

50-1.02F Permanent Grout Caps

Permanent grout caps for anchorage systems of post-tensioned tendons must:

1. Be glass-fiber-reinforced plastic with antioxidant additives. The environmental stress-cracking failure time must be at least 192 hours under ASTM D 1693, Condition C.
2. Completely cover and seal the wedge plate or anchorage head and all exposed metal parts of the anchorage against the bearing plate using neoprene O-ring seals.
3. Have a grout vent at the top of the cap.
4. Be bolted to the anchorage with stainless steel complying with ASTM F 593, alloy 316. All fasteners, including nuts and washers, must be alloy 316.
5. Be pressure rated at or above 150 psi.

Add to section 50-1.02:

09-16-11

50-1.02G Sheathing

Sheathing for debonding prestressing strand must:

1. Be split or un-split flexible polymer plastic tubing
2. Have a minimum wall thickness of 0.025 inch
3. Have an inside diameter exceeding the maximum outside diameter of the strand by 0.025 to 0.14 inch

Split sheathing must overlap at least 3/8 inch.

Waterproofing tape used to seal the ends of the sheathing must be flexible adhesive tape.

The sheathing and waterproof tape must not react with the concrete, coating, or steel.

Replace the 2nd paragraph of section 50-1.03A(3) with:

07-19-13

After installation, cover the duct ends and vents to prevent water or debris from entering.

Add to section 50-1.03A(3):

07-19-13

Support ducts vertically and horizontally during concrete placement at a spacing of at most 4 feet.

Delete "at least" in the 1st paragraph of section 50-1.03B(1).

07-19-13

Add to section 50-1.03B(1):

01-20-12

After seating, the maximum tensile stress in the prestressing steel must not exceed 75 percent of the minimum ultimate tensile strength shown.

Delete the 1st through 4th paragraphs of section 50-1.03B(2)(a).

07-19-13

Replace "temporary tensile strength" in the 7th paragraph of section 50-1.03B(2)(a) with:

07-19-13

temporary tensile stress

Add to section 50-1.03B(2)(a):

07-19-13

If prestressing strand is installed using the push-through method, use guide caps at the front end of each strand to protect the duct from damage.

Add to the list in the 2nd paragraph of section 50-1.03B(2)(c):

07-19-13

3. Be equipped with permanent grout caps

Replace section 50-1.03B(2)(d) with:

07-19-13

50-1.03B(2)(d) Bonding and Grouting

50-1.03B(2)(d)(i) General

Bond the post-tensioned prestressing steel to the concrete by completely filling the entire void space between the duct and the prestressing steel with grout.

Ducts, vents, and grout caps must be clean and free from water and deleterious materials that would impair bonding of the grout or interfere with grouting procedures. Compressed air used for cleaning must be clean, dry, and free of oil or contaminants.

Prevent the leakage of grout through the anchorage assembly by positive mechanical means.

Before starting daily grouting activities, drain the pump system to remove any water from the piping system.

Break down and thoroughly clean the pump and piping system after each grouting session.

After completing duct grouting activities:

1. Abrasive blast clean and expose the aggregate of concrete surfaces where concrete is to be placed to cover and encase the anchorage assemblies
2. Remove the ends of vents 1 inch below the roadway surface

50-1.03B(2)(d)(ii) Mixing and Proportioning

Proportion solids by weight to an accuracy of 2 percent.

Proportion liquids by weight or volume to an accuracy of 1 percent.

Mix the grout as follows:

1. Add water to the mixer followed by the other ingredients.
2. Mix the grout with mechanical mixing equipment that produces a uniform and thoroughly mixed grout without an excessive temperature increase or loss of properties of the mixture.
3. Do not exceed 5 gal of water per 94 lb of cement or the quantity of water in the manufacturer's instructions, whichever is less.
4. Agitate the grout continuously until the grout is pumped. Do not add water after the initial mixing.

50-1.03B(2)(d)(iii) Placing

Pump grout into the duct within 30 minutes of the 1st addition of the mix components.

Inject grout from the lowest point of the duct in an uphill direction in 1 continuous operation maintaining a one-way flow of the grout. You may inject from the lowest anchorage if complete filling is ensured.

Before injecting grout, open all vents.

Continuously discharge grout from the vent to be closed. Do not close any vent until free water, visible slugs of grout, and entrapped air have been ejected and the consistency of the grout flowing from the vent is equivalent to the injected grout.

Pump the grout at a rate of 16 to 50 feet of duct per minute.

Conduct grouting at a pressure range of 10 to 50 psi measured at the grout inlet. Do not exceed maximum pumping pressure of 150 psi at the grout inlet.

As grout is injected, close the vents in sequence in the direction of flow starting with the closest vent.

Before closing the final vent at the grout cap, discharge at least 2 gal of grout into a clean receptacle.

Bleed all high point vents.

Lock a pressure of 5 psi into the duct by closing the grout inlet valve.

50-1.03B(2)(d)(iv) Weather Conditions

If hot weather conditions will contribute to quick stiffening of the grout, cool the grout by authorized methods as necessary to prevent blockages during pumping activities.

If freezing weather conditions are anticipated during and following the placement of grout, provide adequate means to protect the grout in the ducts from damage by freezing.

50-1.03B(2)(d)(v) Curing

During grouting and for a period of 24 hours after grouting, eliminate vibration from contractor controlled sources within 100 feet of the span in which grouting is taking place, including from moving vehicles, jackhammers, large compressors or generators, pile driving activities, soil compaction, and falsework removal. Do not vary loads on the span.

For PC concrete members, do not move or disturb the members after grouting for 24 hours. If ambient temperature drops below 50 degrees F, do not move or disturb the members for 48 hours.

Do not remove or open valves until grout has cured for at least 24 hours.

50-1.03B(2)(d)(vi) Grouting Equipment

Grouting equipment must be:

1. Capable of grouting at a pressure of at least 100 psi
2. Equipped with a pressure gage having a full-scale reading of not more than 300 psi
3. Able to continuously grout the longest tendon on the project in less than 20 minutes

Grout must pass through a screen with clear openings of 1/16 inch or less before entering the pump.

Fit grout injection pipes, ejection pipes, and vents with positive mechanical shutoff valves capable of withstanding the pumping pressures. Do not remove or open valves until the grout has set. If authorized, you may substitute mechanical valves with suitable alternatives after demonstrating their effectiveness.

Provide a standby grout mixer and pump.

50-1.03B(2)(d)(vii) Grout Storage

Store grout in a dry environment.

50-1.03B(2)(d)(viii) Blockages

If the grouting pressure reaches 150 psi, close the inlet and pump the grout at the next vent that has just been or is ready to be closed as long as a one-way flow is maintained. Do not pump grout into a succeeding outlet from which grout has not yet flowed.

When complete grouting of the tendon cannot be achieved by the steps specified, stop the grouting operation.

1. Sound wall footings
2. Sound wall pile caps
3. Culverts
4. Barrier slabs
5. Junction structures
6. Minor structures
7. Pipe culvert headwalls, endwalls, and wingwalls for a pipe with a diameter of 5 feet or greater

Falsework must comply with section 48-2.

Joints must comply with section 51-2.

Elastomeric bearing pads must comply with section 51-3.

Reinforcement for the following concrete structures must comply with section 52:

1. Sound wall footings
2. Sound wall pile caps
3. Barrier slabs
4. Junction structures
5. Minor structures
6. PC concrete members

You may use RSC for a concrete structure only where the specifications allow the use of RSC.

Replace "sets" in the 1st paragraph of section 51-1.01C(2) with:

copies

07-19-13

Replace the heading of section 51-1.01D(4) with:

Testing Concrete Surfaces

04-19-13

Add to section 51-1.01D(4)(a):

The Engineer tests POC deck surfaces for smoothness and crack intensity.

04-19-13

Add to the list in the 1st paragraph of section 51-1.01D(4)(b):

3. Completed deck surfaces, including ramps and landings of POCs

04-19-13

Replace the 4th paragraph in section 51-1.01D(4)(b) with:

Except for POCs, surface smoothness is tested using a bridge profilograph under California Test 547. Two profiles are obtained in each lane approximately 3 feet from the lane lines and 1 profile is obtained in each shoulder approximately 3 feet from the curb or rail face. Profiles are taken parallel to the direction of traffic.

04-19-13

Add between the 5th and 6th paragraphs of section 51-1.01D(4)(b):

POC deck surfaces must comply with the following smoothness requirements:

04-19-13

1. Surfaces between grade changes must not vary more than 0.02 foot from the lower edge of a 12-foot-long straightedge placed parallel to the centerline of the POC
2. Surface must not vary more than 0.01 foot from the lower edge of a 6-foot-long straightedge placed perpendicular to the centerline of the POC

Add to section 51-1.01D(4)(d):

04-19-13

The Engineer measures crack intensity of POC deck surfaces after curing, before prestressing, and before falsework release. Clean the surface for the Engineer to measure surface crack intensity.

In any 100 sq ft portion of a new POC deck surface, if there are more than 10 feet of cracks having a width at any point of over 0.02 inch, treat the deck with methacrylate resin under section 15-5.05. Treat the entire deck width between the curbs to 5 feet beyond where the furthest continuous crack emanating from the 100 sq ft section is 0.02 inch wide. Treat the deck surface before grinding.

Replace the 2nd paragraph of section 51-1.02B with:

07-19-13

Except for minor structures, the minimum required 28-day compressive strength for concrete in structures or portions of structures is the compressive strength described or 3,600 psi, whichever is greater.

Add to section 51-1.03C(2)(c)(i):

04-20-12

Permanent steel deck forms are only allowed where shown or if specified as an option in the special provisions.

Replace the 3rd paragraph of section 51-1.03C(2)(c)(ii) with:

04-20-12

Compute the physical design properties under AISI's *North American Specification for the Design of Cold-Formed Steel Structural Members*.

Replace the 8th paragraph of section 51-1.03D(1) with:

10-19-12

Except for concrete placed as pipe culvert headwalls and endwalls, slope paving and aprons, and concrete placed under water, consolidate concrete using high-frequency internal vibrators within 15 minutes of placing concrete in the forms. Do not attach vibrators to or hold them against forms or reinforcing steel. Do not displace reinforcement, ducts, or prestressing steel during vibrating.

Add to section 51-1.03E(5):

08-05-11

Drill the holes without damaging the adjacent concrete. If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless coring through the reinforcement is authorized, drill a new hole adjacent to the rejected hole to the depth shown.

Add to section 51-1.03F(5)(a):

04-19-13

For approach slabs, sleeper slabs, and other roadway surfaces of concrete structures, texture the roadway surface as specified for bridge deck surfaces in section 51-1.03F(5)(b).

Replace "Reserved" in section 51-1.03F(5)(b) with:

04-20-12

51-1.03F(5)(b)(i) General

Except for bridge widenings, texture the bridge deck surfaces longitudinally by grinding and grooving or by longitudinal tining.

10-19-12

For bridge widenings, texture the deck surface longitudinally by longitudinal tining.

04-20-12

In freeze-thaw areas, do not texture PCC surfaces of bridge decks.

51-1.03F(5)(b)(ii) Grinding and Grooving

When texturing the deck surface by grinding and grooving, place a 1/4 inch of sacrificial concrete cover on the bridge deck above the finished grade shown. Place items to be embedded in the concrete based on the final profile grade elevations shown. Construct joint seals after completing the grinding and grooving.

Before grinding and grooving, deck surfaces must comply with the smoothness and deck crack treatment requirements.

Grind and groove the deck surface as follows:

1. Grind the surface to within 18 inches of the toe of the barrier under section 42-3. Grinding must not reduce the concrete cover on reinforcing steel to less than 1-3/4 inches.
2. Groove the ground surfaces longitudinally under section 42-2. The grooves must be parallel to the centerline.

51-1.03F(5)(b)(iii) Longitudinal Tining

When texturing the deck surface by longitudinal tining, perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with spring steel tines that produce grooves parallel with the centerline.

The tines must:

1. Be rectangular in cross section
2. Be from 3/32 to 1/8 inch wide on 3/4-inch centers
3. Have enough length, thickness, and resilience to form grooves approximately 3/16 inch deep

Construct grooves to within 6 inches of the layout line of the concrete barrier toe. Grooves must be from 1/8 to 3/16 inch deep and 3/16 inch wide after concrete has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand construct grooves. Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Tining must not cause tearing of the deck surface or visible separation of coarse aggregate at the surface.

Add to section 51-1.03F:

04-19-13

51-1.03F(6) Finishing Pedestrian Overcrossing Surfaces

Construct deck surfaces, including ramps and landings of POCs to the grade and cross section shown. Surfaces must comply with the specified smoothness, surface texture, and surface crack requirements.

The Engineer sets deck elevation control points for your use in establishing the grade and cross section of the deck surface. The grade established by the deck elevation control points includes all camber allowances. Except for landings, elevation control points include the beginning and end of the ramp and will not be closer together than approximately 8 feet longitudinally and 4 feet transversely to the POC centerline. Landing elevation control points are at the beginning and the end of the landing.

Broom finish the deck surfaces of POCs. Apply the broom finish perpendicular to the path of travel. You may apply water mist to the surface immediately before brooming.

Clean any discolored concrete by abrasive blast cleaning or other authorized methods.

Replace the paragraphs of section 51-1.04 with:

10-19-12

If concrete involved in bridge work is not designated by type and is not otherwise paid for under a separate bid item, the concrete is paid for as structural concrete, bridge.

The payment quantity for structural concrete includes the volume in the concrete occupied by bar reinforcing steel, structural steel, prestressing steel materials, and piling.

The payment quantity for seal course concrete is the actual volume of seal course concrete placed except the payment quantity must not exceed the volume of concrete contained between vertical planes 1 foot outside the neat lines of the seal course shown. The Department does not adjust the unit price for an increase or decrease in the seal course concrete quantity.

Structural concrete for pier columns is measured as follows:

1. Horizontal limits are vertical planes at the neat lines of the pier column shown.
2. Bottom limit is the bottom of the foundation excavation in the completed work.
3. Upper limit is the top of the pier column concrete shown.

The payment quantity for drill and bond dowel is determined from the number and depths of the holes shown.

Replace section 51-2.01B(2) with:

04-19-13

51-2.01B(2) Reserved

04-19-13

Delete the 4th paragraph of section 51-2.01C.

Replace "SSPC-QP 3" in the 1st paragraph of section 51-2.02A(2) with:

10-19-12

AISC-420-10/SSPC-QP 3

Replace the 2nd and 3rd paragraphs of section 51-2.02B(3)(b) with:

04-20-12

Concrete saws for cutting grooves in the concrete must have diamond blades with a minimum thickness of 3/16 inch. Cut both sides of the groove simultaneously for a minimum 1st pass depth of 2 inches. The completed groove must have:

1. Top width within 1/8 inch of the width shown or ordered
2. Bottom width not varying from the top width by more than 1/16 inch for each 2 inches of depth
3. Uniform width and depth

Cutting grooves in existing decks includes cutting any conflicting reinforcing steel.

Replace "sets" in the 1st and 2nd paragraphs of section 51-2.02D(1)(c)(ii) with:

04-19-13

copies

Replace "set" in the 7th paragraph of section 51-2.02D(1)(c)(ii) with:

04-19-13

copy

Add to the 1st paragraph of section 51-2.02D(3):

04-19-13

POC deck surfaces must comply with section 51-1.03F(6) before placing and anchoring joint seal assemblies.

Replace "sets" in the 2nd paragraph of section 51-2.02E(1)(c) with:

04-19-13

copies

Replace "set" in the 6th paragraph of section 51-2.02E(1)(c) with:

04-19-13

copy

Replace the 2nd paragraph of section 51-2.02E(1)(e) with:

08-05-11

Except for components in contact with the tires, the design loading must be the AASHTO LRFD Bridge Design Specifications Design Truck with 100 percent dynamic load allowance. Each component in contact with the tires must support a minimum of 80 percent of the AASHTO LRFD Bridge Design Specifications Design Truck with 100 percent dynamic load allowance. The tire contact area must be 10 inches measured normal to the longitudinal assembly axis by 20 inches wide. The assembly must provide a smooth-riding joint without slapping of components or tire rumble.

Replace "sets" in the 1st and 2nd paragraphs of section 51-2.02F(1)(c) with:

04-19-13

copies

Add between the 1st and 2nd paragraphs of section 51-4.01A:

10-19-12

Prestressing concrete members must comply with section 50.

Delete the 2nd paragraph of section 51-4.01A.

04-20-12

Replace the 3rd paragraph of section 51-4.01C(2) with:

04-20-12

For segmental or spliced-girder construction, shop drawings must include the following additional information:

1. Details showing construction joints or closure joints
2. Arrangement of bar reinforcing steel, prestressing tendons, and pressure-grouting pipe
3. Materials and methods for making closures
4. Construction joint keys and surface treatment
5. Other requested information

For segmental girder construction, shop drawings must include concrete form and casting details.

Replace "sets" in the 1st paragraph of section 51-4.01C(3) with:

copies

04-19-13

Delete the 1st and 2nd paragraphs of section 51-4.02A.

10-19-12

Replace the 3rd paragraph of section 51-4.02B(2) with:

For segmental or spliced-girder construction, materials for construction joints or closure joints at exterior girders must match the color and texture of the adjoining concrete.

04-20-12

Add to section 51-4.02B(2):

At spliced-girder closure joints:

04-20-12

1. If shear keys are not shown, the vertical surfaces of the girder segment ends must be given a coarse texture as specified for the top surface of PC members.
2. Post-tensioning ducts must extend out of the vertical surface of the girder segment closure end sufficiently to facilitate splicing of the duct.

For spliced girders, pretension strand extending from the closure end of the girder segment to be embedded in the closure joint must be free of mortar, oil, dirt, excessive mill scale and scabby rust, and other coatings that would destroy or reduce the bond.

Add to section 51-4.03B:

The specifications for prestressing force distribution and sequencing of stressing in the post-tensioning activity in 50-1.03B(2)(a) do not apply if post-tensioning of spliced girders before starting deck construction is described. The composite deck-girder structure must be post-tensioned in a subsequent stage.

04-20-12

Temporary spliced-girder supports must comply with the specifications for falsework in section 48-2.

Before post-tensioning of spliced girders, remove the forms at CIP concrete closures and intermediate diaphragms to allow inspection for concrete consolidation.

Add to section 51-5.01A:

Structure excavation and backfill must comply with section 19-3.

07-19-13

Treated permeable base must comply with section 29.

Delete the 1st paragraph of section 51-5.03B(3).

07-19-13

3. Hanger plates

Replace the 2nd paragraph of section 55-1.01C(3) with:

07-19-13

Furnish plates, shapes, or bars with extra length to provide for removal of check samples.

Delete the 1st and 2nd sentences in the 3rd paragraph of section 55-1.01C(3).

07-19-13

Replace the 4th paragraph of section 55-1.01C(3) with:

07-19-13

Remove material for test samples in the Engineer's presence. Test samples for plates over 24 inches wide must be 10 by 12 inches with the long dimension transverse to the direction of rolling. Test samples for other products must be 12 inches long taken in the direction of rolling with a width equal to the product width.

Replace the 1st sentence of the 6th paragraph in section 55-1.01C(3) with:

07-19-13

Results of check testing are delivered to you within 20 days of receipt of samples at METS.

Delete the 2nd paragraph of section 55-1.01D(1).

07-19-13

Replace the 2nd sentence of the 4th paragraph in section 55-1.01D(1) with:

07-19-13

The calibration must be performed by an authorized repair and calibration center approved by the tool manufacturer.

Add to section 55-1.01D(1):

07-19-13

For bolts installed as snug tight, rotational capacity testing and installation tension testing are not required.

In addition to NDT requirements in AWS D1.5, ultrasonically test 25 percent of all main member tension butt welds in material over 1/2 inch thick.

Perform NDT on 100 percent of each pin as follows:

1. MT under ASTM A 788, S 18, with no linear indication allowed exceeding 3 mm
2. UT under ASTM A 788, S 20, level S and level DA in two perpendicular directions

The Engineer determines the location of all NDT testing for welding.

07-19-13

Delete the 2nd paragraph of section 55-1.01D(3)(a).

Replace section 55-1.01D(4)(b) with:

07-19-13

Perform rotational capacity testing on each rotational capacity lot under section 55-1.01D(3)(b) at the job site before installation.

Replace the 1st sentence of the 2nd paragraph in section 55-1.01D(4)(c) with:

07-19-13

Test 3 representative HS fastener assemblies under section 8 of *Specification for Structural Joints Using High-Strength Bolts* of the RCSC.

Replace the 1st paragraph in section 55-1.01D(4)(d) with:

07-19-13

Perform fastener tension testing to verify minimum tension in HS bolted connections no later than 48 hours after all fasteners in a connection have been tensioned.

Replace the 3rd paragraph in section 55-1.01D(4)(d) with:

07-19-13

Test 10 percent of each type of fastener assembly in each HS bolted connection for minimum tension using the procedure described in section 10 of *Specification for Structural Joints Using High-Strength Bolts* of the RCSC. Check at least 2 assemblies per connection. For short bolts, determine the inspection torque using steps 1 through 7 of "Arbitration of Disputes, Torque Method-Short Bolts" in *Structural Bolting Handbook* of the Steel Structures Technology Center.

Replace the 1st table in the 1st paragraph of section 55-1.02A(1) with:

07-19-13

Structural Steel	
Material	Specification
Carbon steel	ASTM A 709/A 709M, Grade 36 or {ASTM A36/A36M} ^a
HS low alloy columbium vanadium steel	ASTM A 709/A 709M, Grade 50 or {ASTM A 992/A 992M or ASTM A 572/A 572M, Grade 50} ^a
HS low alloy structural steel	ASTM A 709/A 709M, Grade 50W or Grade HPS 50W, or {ASTM A 588/A 588M} ^a
HS low alloy structural steel plate	ASTM A 709/A 709M, Grade HPS 70W
High-yield strength quenched and tempered alloy steel plate suitable for welding	ASTM A 709/A 709M, Grade 100, Grade 100W, or Grade HPS 100W, or {ASTM A 514/A 514M} ^a

^aGrades you may substitute for the equivalent ASTM A 709 steel subject to the modifications and additions specified and to the requirements of ASTM A 709.

Replace the 2nd table in the 1st paragraph of section 55-1.02A(1) with:

07-19-13

Fasteners	
Material	Specification
Steel fastener components for general applications:	
Bolts and studs	ASTM A 307
Anchor bolts	ASTM F 1554 ^a
HS bolts and studs	ASTM A 449, Type 1 ^a
HS threaded rods	ASTM A 449, Type 1 ^a
HS nonheaded anchor bolts	ASTM F 1554, Grade 105, Class 2A ^a
Nuts	ASTM A 563, including appendix X1 ^b
Washers	ASTM F 844
Hardened Washers	ASTM F 436, Type 1, including S1 supplementary requirements
Components of HS steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM A 325, Type 1
Tension control bolts	ASTM F 1852, Type 1
Nuts	ASTM A 563, including appendix X1 ^b
Hardened washers	ASTM F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM F 959, Type 325, zinc-coated

^aUse hardened washers.

^bZinc-coated nuts tightened beyond snug or wrench tight must be furnished with a dry lubricant complying with supplementary requirement S2 in ASTM A 563.

Replace the 3rd table in the 1st paragraph of section 55-1.02A(1) with:

07-19-13

Other Materials	
Material	Specification
Carbon steel for forgings, pins, and rollers	ASTM A 668/A 668M, Class D
Alloy steel for forgings	ASTM A 668/A 668M, Class G
Pin nuts	ASTM A 709/A 709M or ASTM A 563, including appendix X1 ^a
Carbon-steel castings	ASTM A 27/A 27M, Grade 65-35, Class 1
Malleable iron castings	ASTM A 47/A 47M, Grade 32510
Gray iron castings	ASTM A 48, Class 30B
Carbon steel structural tubing	ASTM A 500/A 500M, Grade B, ASTM A 501, ASTM A 847/A 847M, or ASTM A 1085
Steel pipe ^b	ASTM A 53, Type E or S, Grade B; ASTM A 106, Grade B; or ASTM A 139, Grade B
Stud connectors	ASTM A 108

^aZinc-coated nuts tightened beyond snug or wrench tight must be furnished with a dry lubricant complying with supplementary requirement S2 in ASTM A 563.

^bHydrostatic testing will not apply.

Replace the table in the 1st paragraph in section 55-1.02A(2) with:

07-19-13

Material complying with ASTM A 709/A 709M	CVN impact value (ft-lb at temperature)
Grade 36	15 at 40 °F
Grade 50 ^a (Thickness up to 2 inches)	15 at 40 °F
Grade 50W ^a (Thickness up to 2 inches)	15 at 40 °F
Grade 50 ^a (Thickness over 2 inches up to 4 inches)	20 at 40 °F
Grade 50W ^a (Thickness over 2 inches up to 4 inches)	20 at 40 °F
Grade HPS 50W ^a (Thickness up to 4 inches)	20 at 10 °F
Grade HPS 70W (Thickness up to 4 inches)	25 at -10 °F
Grade 100 (Thickness of 2-1/2 inches or less)	25 at 0 °F
Grade 100W (Thickness over 2-1/2 inches up to 4 inches)	35 at 0 °F
Grade HPS 100W (Thickness of 2-1/2 inches or less)	25 at -30 °F
Grade HPS 100W (Thickness over 2-1/2 inches up to 4 inches)	35 at -30 °F

^aIf the material yield strength is more than 65,000 psi, reduce the temperature for the CVN impact value 15 degrees F for each increment of 10,000 psi above 65,000 psi.

Replace the 1st sentence of the 1st paragraph in section 55-1.02A(5) with:

07-19-13

Steel, gray iron, and malleable iron castings must have continuous fillets cast in place in reentrant angles.

Delete the 3rd and 4th sentences in the 2nd paragraph in section 55-1.02A(5).

07-19-13

Replace the 1st paragraph of section 55-1.02B(1) with:

07-19-13

Section 55-1.02B(1) applies to work performed at the source and at the job site.

Replace the 4th paragraph in section 55-1.02B(1) with:

07-19-13

Ends of girder stiffeners shown as tight-fit must bear on the girder flange with at least point bearing. Local clearances between the end of the stiffener and the girder flange must be at most 1/16 inch.

Replace the 1st sentence of the 5th paragraph in section 55-1.02B(1) with:

07-19-13

Fabricate floor beams, stringers, and girders having end connection angles to exact length back to back of connection angles.

Add to the 7th paragraph in section 55-1.02B(1):

07-19-13

Use low-stress stamps for fracture critical members and tension members.

Replace the 2nd sentence of the 9th paragraph in section 55-1.02B(1) with:

07-19-13

Slightly round edges and sharp corners, including edges marred, cut, or roughened during handling or erection.

Replace the 3rd paragraph in section 55-1.02B(2) with:

07-19-13

Instead of machining, you may heat straighten steel not in contact with other metal bearing surfaces if the above tolerances are met.

Replace item 2 in the list in the 1st paragraph of section 55-1.02B(3) with:

07-19-13

2. Radius of bend measured to the concave face must comply with *Manual of Steel Construction* of the AISC

Replace the 1st sentence of the 2nd paragraph in section 55-1.02B(3) with:

07-19-13

Plates to be bent to a smaller radius than specified in *Manual of Steel Construction* of the AISC must be bent hot.

Replace the introductory clause of the 2nd paragraph of section 55-1.02B(4) with:

07-19-13

Threads for pin ends and pin nuts 1-1/2 inches or more in diameter must comply with the following:

Replace the 3rd paragraph in section 55-1.02B(5) with:

07-19-13

Holes for pins must be:

1. True to the diameter specified.
2. At right angles to the member axis.
3. Parallel with each other except for pins where nonparallel holes are required.
4. Smooth and straight with the final surface produced by a finishing cut.

Replace the 1st paragraph in section 55-1.02B(6)(c) with:

07-19-13

Bolted connections using HS fastener assemblies must comply with *Specification for Structural Joints Using High-Strength Bolts* of the RCSC.

Replace the 7th paragraph in section 55-1.02B(6)(c) with:

07-19-13

For all bolts, thread stickout after tensioning must be at least flush with the outer nut face. At least 3 full threads must be located within the grip of the connection.

Delete the 3rd paragraph in section 55-1.02B(7)(a).

07-19-13

Add to section 55-1.02B(7)(a):

07-19-13

For welds indicated to be subject to tensile forces that are to receive RT, grind smooth and flush on both sides of welds before testing.

For groove weld surface profiles that interfere with NDT procedures, grind welds smooth and blend with the adjacent material.

For fillet weld surface profiles that interfere with NDT procedures, grind welds and blend the toes smoothly with the adjacent base metal.

Add to section 55-1.02B(7):

07-19-13

55-1.02B(7)(c) Steel Pedestrian Bridges

Reserved

Replace the 1st paragraph in section 55-1.02B(9) with:

07-19-13

Prepare and paint contact surfaces of HS bolted connections before assembly. Thoroughly clean all other surfaces of metal in contact to bare metal before assembly. Remove all rust, mill scale, and foreign material.

Replace the 1st sentence of the 4th paragraph in section 55-1.02B(9) with:

07-19-13

Preassemble truss work in lengths of at least 3 abutting panels and adjust members for line and camber.

Replace the 1st sentence of the 5th paragraph in section 55-1.02B(9) with:

07-19-13

Preassemble bolted splice joints for plate girders in lengths of at least 3 abutting sections and adjust abutting sections for line and camber.

Replace the 6th paragraph in section 55-1.02B(9) with:

07-19-13

Preassemble prepared splice joints for welded girders with abutting members and adjust for line and camber.

Replace the paragraphs in section 55-1.03C(1) with:

07-19-13

Reserved

Replace the 3rd sentence of the 1st paragraph in section 55-1.03C(2) with:

07-19-13

Attain full bearing on the concrete under bearing assemblies.

Replace the 3rd paragraph in section 55-1.03C(2) with:

07-19-13

During welding, protect bearings and bearing surfaces using authorized methods.

Replace "SSPC-SP 6" at each occurrence in section 59 with:

SSPC-SP 6/NACE no. 3

10-19-12

Replace "SSPC-CS 23.00" at each occurrence in section 59 with:

SSPC-CS 23.00/AWS C 2.23M/NACE no. 12

10-19-12

Replace "*Specification for Structural Joints Using ASTM A325 or A 490 Bolts*" in the 1st paragraph of section 59-2.01C(1) with:

Specification for Structural Joints Using High-Strength Bolts

07-19-13

Replace "SSPC-QP 3 or AISC SPE, Certification P-1 Enclosed" in item 3 in the list in the 1st paragraph of section 59-2.01D(1) with:

AISC-420-10/SSPC-QP 3 (Enclosed Shop)

10-19-12

Replace "*Specification for Structural Joints Using ASTM A325 or A 490 Bolts*" in the 1st paragraph of section 59-2.02 with:

Specification for Structural Joints Using High-Strength Bolts

07-19-13

Replace the paragraphs in section 59-2.03A with:

Clean and paint all exposed structural steel and other metal surfaces.

10-19-12

You must provide enclosures for cleaning and painting structural steel. Cleaning and painting of new structural steel must be performed in an Enclosed Shop as defined in AISC-420-10/SSPC-QP 3. Maintain atmospheric conditions inside enclosures within specified limits.

Except for blast cleaning within closed buildings, perform blast cleaning and painting during daylight hours.

Add to section 59-2.03B:

07-19-13

59-2.03B(3) Containment Systems

59-2.03B(3)(a) General

Construct containment systems when disturbing existing paint systems during bridge rehabilitation.

The containment system must be one of the following:

1. Ventilated containment system
2. Vacuum-shrouded surface preparation equipment and drapes and ground covers
3. Equivalent containment system if authorized

The containment system must contain all water, resulting debris, and visible dust produced when the existing paint system is disturbed.

Properly maintain the containment system while work is in progress and do not change the containment system unless authorized.

Containment systems over railroad property must provide the minimum clearances as specified in section 5-1.20C for the passage of railroad traffic.

59-2.03B(3)(b) Ventilated Containment Systems

59-2.03B(3)(b)(i) General

If flexible framing is used, support and fasten it to (1) prevent the escape of abrasive and blast materials due to whipping from traffic or wind and (2) maintain clearances.

If the wind speed reaches 50 mph or greater, relieve the wind pressure on the containment system using an authorized method.

59-2.03B(3)(b)(ii) Design Criteria

Scaffolding or supports for the ventilated containment system must not extend below the vertical clearance level nor to the ground line at locations within the roadbed.

For truss-type bridges, all connections of the ventilated containment system to the existing structure must be made through the deck, girder, stringer, or floor beam system. No connections are allowed that will cause bending stresses in a truss member.

The ventilated containment system must comply with section 7-1.02K(6)(e).

The minimum total design load for the ventilated containment system must consist of the sum of the dead and live vertical loads.

Dead and live loads are as follows:

1. Dead load must consist of the actual load of the ventilated containment system
2. Live loads for bridges with only spot blast cleaning work must consist of:
 - 2.1. Uniform load of at least 25 psf applied over the supported area
 - 2.2. Moving concentrated load of 1000 lb to produce maximum stress in the main supporting elements of the ventilated containment system
3. Live loads for bridges with 100 percent blast cleaning to bare metal must consist of:
 - 3.1. Uniform load of at least 45 psf, which includes 20 psf of sand load, applied over the supported area
 - 3.2. Moving concentrated load of 1000 lb to produce maximum stress in the main supporting elements of the ventilated containment system

Assumed horizontal loads do not need to be included in the design of the ventilated containment system.

Maximum allowable stresses must comply with section 48-2.01D(3)(c).

59-2.03B(3)(b)(iii) Ventilation

The ventilation system in the ventilated containment system must be of the forced input airflow type with fans or blowers.

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

The exhaust airflow of the ventilation system in the ventilated containment system must be forced into wet or dry dust collectors or bag houses.

Replace item 1 in the list in the 2nd paragraph of section 59-2.03C(1) with:

1. Apply a stripe coat of undercoat paint on all edges, corners, seams, crevices, interior angles, junctions of joining members, weld lines, and similar surface irregularities. The stripe coat must completely hide the surface being covered. If spot blast cleaning portions of the bridge, apply the stripe coat of undercoat paint before each undercoat and follow with the undercoat as soon as

10-19-12

practical. If removing all existing paint from the bridge, apply the undercoat first as soon as practical and follow with the stripe coat of undercoat paint for each undercoat.

Replace the heading of section 59-2.03C(2) with:

04-19-13

Zinc Coating System

Add to section 59-2.03C(2)(a):

04-19-13

Coatings for new structural steel and connections between new and existing structural steel must comply with the requirements shown in the following table:

Zinc Coating System		
Description	Coating	Dry film thickness (mils)
All new surfaces:		
Undercoat	Inorganic zinc primer, AASHTO M 300 Type I or II	4–8
Finish coat ^a	Exterior grade latex ^b , 2 coats	2 minimum each coat, 4–8 total
Total thickness, all coats		8–14
Connections to existing structural steel: ^c		
Undercoat	Inorganic zinc primer, AASHTO M 300 Type I or II	4–8
Finish coat ^a	Exterior grade latex ^b , 2 coats	2 minimum each coat, 4–8 total
Total thickness, all coats		8–14

^aIf no finish coats are described, a final coat of inorganic zinc primer is required.

^bExterior grade latex must comply with section 91-2.02 unless otherwise specified.

^cIncludes the following locations:

1. New and existing contact surfaces
2. Existing member surfaces under new HS bolt heads, nuts, or washers
3. Bare surfaces of existing steel after trimming, cutting, drilling, or reaming
4. Areas within a 4-inch radius from the point of application of heat for welding or flame cutting

Replace "Specification for Structural Joints Using ASTM A325 or A 490 Bolts" in the 7th paragraph of section 59-2.03C(2)(b)(i) with:

07-19-13

Specification for Structural Joints Using High-Strength Bolts

Add to section 59-2.03C:

04-19-13

59-2.03C(3) Moisture-Cured Polyurethane Coating System

Reserved

59-2.03C(4) State Specification Paint Waterborne Coating System

59-2.03C(4)(a) General

The State Specification PWB coating system for existing structural steel must comply with the requirements shown in the following table:

State Specification PWB Coating System

Surface	Description	State Specification PWB Coating	Dry film thickness (mils)
Surfaces cleaned to bare metal ^a :	1st undercoat	145	2-3
	2nd undercoat	146	2-3
	1st finish coat	171	1.5-3
	2nd finish coat	172	1.5-3
	Total thickness, all coats	--	7-12
Existing painted surfaces to be topcoated:	Undercoat	146	2-3
	1st finish coat	171	1.5-3
	2nd finish coat	172	1.5-3
	Total thickness, new coats	--	5-9

^aIncludes locations of spot blast cleaning

59-2.03C(4)(b) Finish Coats

11-15-13

Reserved

Add to section 59-5.01:

04-19-13

Where specified, prepare and paint sign structures under sections 59-2 and 59-3.

Instead of submitting proof of the certification complying with SSPC-QP 1, you may submit documentation with the painting quality work plan showing compliance with the requirements in section 3 of SSPC-QP 1.

Instead of submitting proof of the certification complying with SSPC-QP 2, you may submit documentation with the painting quality work plan showing compliance with the requirements in sections 4.2 through 4.4 of SSPC-QP 2, Category A.

Instead of submitting proof of the certification complying with AISC-420-10/SSPC-QP 3 (Enclosed Shop), you may submit documentation with the painting quality work plan showing compliance with the requirements in sections 5 through 18 of AISC-420-10/SSPC-QP3.

Replace the paragraphs of section 59-5.03 with:

04-19-13

59-5.03A General

You may prepare and paint sign structures before or after erection. After erection, repair damaged paint to the satisfaction of the Engineer.

The total dry film thickness of finish coats on contact surfaces of galvanized HS bolted connections (1) must be from 1 to 4 mils and (2) may be applied in 1 application.

59-5.03B Undercoating of Ungalvanized Surfaces

Blast-cleaned surfaces must receive a single undercoat consisting of an inorganic zinc coating as specified in AASHTO M 300, Type I or Type II, except:

1. The first 2 sentences of section 5.6 do not apply
2. Section 5.6.1 does not apply

If you propose to use a coating that is not on the Authorized Material List, submit the required documentation specified in section 5.6 of AASHTO M 300. Allow 30 days for the Engineer's review.

59-5.03C Testing of Inorganic Zinc Coating

Perform adhesion and hardness testing no sooner than 72 hours after application of the single undercoat of inorganic zinc coating.

59-5.03D Finish Coating

The exposed area of inorganic zinc coating must receive a minimum of 2 finish coats of exterior grade latex paint.

The 1st finish coat color must match no. 24558 of FED-STD-595. The 2nd finish coat color must match no. 24491 of FED-STD-595. The total dry film thickness of the applications of the 2nd finish coat must be not less than 2 mils.

Replace section 59-7 with:

07-19-13

59-7 STAINING CONCRETE AND SHOTCRETE

59-7.01 GENERAL

59-7.01A General

59-7.01A(1) Summary

Section 59-7.01 includes specifications for preparing and staining concrete and shotcrete surfaces using an acid stain.

59-7.01A(2) Definitions

Reserved

59-7.01A(3) Submittals

Submit stain manufacturer's product data and application instructions at least 7 days before starting staining activities.

59-7.01A(4) Quality Control and Assurance

Reserved

59-7.01B Materials

59-7.01B(1) General

Reserved

59-7.01B(2) Stain

Stain must:

1. Be a water-based solution of inorganic metallic salts
2. Contain dilute acid that penetrates and etches the concrete or shotcrete surface
3. Be a commercial quality product designed specifically for exterior applications
4. Produce abrasion-resistant color deposits

59-7.01B(3) Sealer

Reserved

59-7.01B(4) Joint Sealing Compound

Reserved

59-7.01C Construction

59-7.01C(1) General

Seal joints between concrete and shotcrete surfaces to be stained and adjacent metal with joint sealing compound before applying the stain.

Test surfaces for acceptance of the stain before applying the stain. Clean surfaces that resist accepting the stain and retest until passing.

Apply the stain under the manufacturer's instructions.

Before staining, the concrete or shotcrete surfaces must be:

1. At least 28 days old
2. Prepared under SSPC-SP 13/NACE no. 6
3. Thoroughly dry

Apply the stain uniformly to avoid excessive rundown. Work the stain into the concrete using a nylon bristle brush in a circular motion.

After the last coat of stain has dried, rinse stained surfaces with water and wet scrub with a stiff bristle nylon brush until the rinse water runs clear. Collect all rinse water.

Protect adjacent surfaces during staining.

Thoroughly cure each application of the stain and correct skips, holidays, thin areas, or other deficiencies before the next application.

Drips, puddles, or other irregularities must be worked into the concrete or shotcrete surface.

59-7.01C(2) Test Panel

For staining concrete or shotcrete, stain a test panel complying with section 51-1.01D(3).

For staining sculpted shotcrete, stain a test panel complying with section 53-3.01D(3).

The test panel must be:

1. Stained using the same personnel, materials, equipment and methods to be used in the work
2. Accessible for viewing
3. Displayed in an upright position near the work
4. Authorized for staining before starting the staining work

If ordered, construct additional test panels until a satisfactory color is attained.

The Engineer uses the authorized stained test panel to determine the acceptability of the stained surface.

Dispose of the test panels after the staining work is complete and authorized. Notify the Engineer before disposing of the test panels.

59-7.01D Payment

Not Used

59-7.02 SCULPTED SHOTCRETE AND TEXTURED CONCRETE

59-7.02A General

59-7.02A(1) Summary

Section 59-7.02 includes specifications for preparing and staining sculpted shotcrete and textured concrete surfaces using an acid stain.

59-7.02A(2) Definitions

Reserved

59-7.02A(3) Submittals

59-7.02A(3)(a) General

Reserved

59-7.02A(3)(b) Experience Qualifications

Submit the following documentation of the staining subcontractor's experience at least 10 days before the preconstruction meeting:

1. Summary of the staining subcontractor's experience that demonstrates compliance with section 59-7.02A(4)(b).
2. List of at least 3 projects completed in the last 5 years that demonstrate the staining subcontractor's ability to stain textured concrete or sculpted shotcrete surfaces similar to the textured concrete or sculpted shotcrete for this project. For each project include:

- 2.1. Project description
- 2.2. Name and phone number of the owner
- 2.3. Staining completion date
- 2.4. Color photos of the completed stained surface

59-7.02A(3)(c) Installation Plan

Submit an installation plan at least 10 days before the preconstruction meeting. The installation plan must include details for preparing and staining the textured concrete or sculpted shotcrete to achieve the required color, including:

- 1. Number of applications that will be used to apply the stain
- 2. For each application of the stain, a description of:
 - 2.1. Manufacturer, color, finish, and percentage strength mixture of the stain that will be applied
 - 2.2. Methods and tools that will be used to apply the stain
- 3. Methods for protecting adjacent surfaces during staining
- 4. Rinse water collection plan for containing all liquid, effluent, and residue resulting from preparing and staining textured concrete or sculpted shotcrete

59-7.02A(4) Quality Control and Assurance

59-7.02A(4)(a) General

Reserved

59-7.02A(4)(b) Contractor Qualifications

The staining subcontractor must:

- 1. Have experience in staining textured concrete or sculpted shotcrete surfaces to simulate the appearance of natural rock formations or stone masonry
- 2. Have successfully completed at least 3 projects in the past 5 years involving staining of concrete or sculpted shotcrete surfaces similar to the textured concrete or sculpted shotcrete for this project

59-7.02A(4)(c) Preconstruction Meeting

Before starting staining activities, conduct a meeting to discuss the installation plan. Meeting attendees must include the Engineer and all staining subcontractors.

59-7.02B Materials

Not Used

59-7.02C Construction

Not Used

59-7.02D Payment

Prepare and stain concrete and prepare and stain shotcrete are measured by the area of the vertical or sloped wall face stained.

Replace "solider" in the 5th paragraph of section 59-9.03 with:

soldier

04-19-13

Replace section 59-11 with:

59-11 STAINING GALVANIZED SURFACES

07-19-13

Reserved

59-12 ROCK STAINING

59-12.01 GENERAL

59-12.01A Summary

Section 59-12 includes specifications for applying stain to the exterior surface of landscape boulders, native rock that has been damaged or scarred, rock energy dissipaters, rock slope protection and gabion surfaces.

59-12.01B Submittals

Submit the following:

1. Work plan showing methods to control overspray and spillage, and to protect adjacent surfaces
2. Product data including the manufacturer's product sheet and the instructions for the application of the stain

59-12.01C Quality Control and Assurance

59-12.01C(1) General

Reserved

59-12.01C(2) Test Plot

Apply the stain to a test plot rock area of at least 3 by 3 feet at a location designated by the Engineer. Notify the Engineer at least 7 days before staining the test plot. Prepare and stain the test plot with the same materials, tools, equipment, and methods to be used in staining the final surfaces. Separate test plots are required for staining rock slope protection and native rock.

If ordered, prepare additional test plots. Additional test plots are change order work.

Obtain authorization of the test plot before starting the staining work. Use the authorized test plot as the standard for comparison in determining acceptability of staining. If the test plot is not incorporated into the work and the Engineer determines it is no longer needed, dispose of it.

59-12.02 MATERIALS

59-12.02A General

Reserved

59-12.02B Stain

Reserved

59-12.03 CONSTRUCTION

59-12.03A General

Reserved

59-12.03B Preparation

Before applying the stain:

1. Identify and obtain authorization for the areas to be stained
2. Remove oils, dirt, and other contaminants from the surfaces to be stained
3. Dry all surfaces to be stained

59-12.03C Application

After the areas to be stained have been identified, prepared, and the test plot authorized, stain the exposed surfaces under the manufacturer's instructions to achieve a color consistent with, or as close as possible to, the authorized test area color.

Control overspray and protect adjacent surfaces.

Keep stained surfaces dry for at least 20 days following the application of the stain.

**DIVISION VIII MISCELLANEOUS CONSTRUCTION
72 SLOPE PROTECTION**

11-15-13

Replace the table in the 3rd paragraph of section 72-2.02A with:

11-15-13

Rock Material Properties

Property	California Test	Value
Apparent specific gravity	206	2.5 minimum
Absorption	206	4.2% maximum
Durability Index	229	52 minimum

Notes:

Durability absorption ratio (DAR) = course durability index/(% absorption + 1)

If the DAR is greater than 10, the absorption may exceed 4.2 %

If the DAR is greater than 24, the durability index may be less than 52

Replace the row under "Class" in the table in the 1st paragraph of section 72-3.02B with:

01-20-12

1/2 T	1/4 T	Light	Facing	Cobble
-------	-------	-------	--------	--------

Replace the table in the 2nd paragraph of section 72-3.02B with:

11-15-13

Rock Material Properties

Property	California Test	Value
Apparent specific gravity	206	2.5 minimum
Absorption	206	4.2% maximum
Durability index	229	52 minimum

Notes:

Durability absorption ratio (DAR) = course durability index/(% absorption + 1)

If the DAR is greater than 10, the absorption may exceed 4.2 %

If the DAR is greater than 24, the durability index may be less than 52

Replace the row under "Rock class" in the table in the 2nd paragraph of section 72-3.03E with:

01-20-12

1/2 T	1/4 T	Light	Facing	Cobble
-------	-------	-------	--------	--------

Delete the 5th and 6th paragraphs of section 72-11.01B.

07-19-13

Add to section 72-11.01B:

Expanded polystyrene and premolded expansion joint filler must comply with section 51-2.

01-18-13

Delete the 2nd paragraph of section 72-11.01C(1).

07-19-13

2. Be 12-1/2 gage
3. Have a Class 3 zinc coating

Replace item 1 in the list in section 80-2.02E with:

Comply with ASTM A 116, Type Z, Grade 60, Class 1

10-19-12

Add after "galvanized wire" in the 1st paragraph of section 80-2.02F:

complying with ASTM A 641

10-19-12

Replace the 3rd and 4th paragraphs of section 80-2.02F with:

Each staple used to fasten barbed wire and wire mesh fabric to wood posts must:

10-19-12

1. Comply with ASTM F 1667
2. Be at least 1-3/4 inches long
3. Be manufactured from 9-gage galvanized wire

Wire ties used to fasten barbed wire and wire mesh to metal posts must be at least 11-gage galvanized wire complying with ASTM F 626. Clips and hog rings used for metal posts must be at least 9-gage galvanized wire complying with ASTM F 626.

Replace the 8th through 14th paragraphs of section 80-2.03 with:

10-19-12

Attach the wire mesh and barbed wire to each post.

Securely fasten tension wires to wood posts. Make a single or double loop around each post at each attachment point and staple the wire to the post. Use wire ties, hog rings, or wire clips to fasten the wires to the metal posts.

Connect each wood brace to its adjacent post with a 3/8 by 4-inch steel dowel. Twist the tension wires until the installation is rigid.

Stretch barbed wire and wire mesh fabric and fasten to each wood or steel end, corner, or gate post. Apply tension according to the manufacturer's instructions using a mechanical stretcher or other device designed for such use. If no tension is specified by the manufacturer, use 250 pounds for the required tension. Evenly distribute the pull over the longitudinal wires in the wire mesh such that no more than 50 percent of the original depth of the tension curves is removed. Do not use a motorized vehicle, truck, or tractor to stretch the wire.

Attach barbed wire and wire mesh fabric to the private-property side of posts. On curved alignments, place the wire mesh and barbed wire on the face of the post against which the normal pull of the wire mesh and wire will be exerted. Terminate the wire mesh and barbed wire at each end, corner, pull, and gate post in the new fence line. Attach wire mesh and barbed wire to each wood or steel end, corner, pull, or gate post by wrapping each horizontal strand around the post and tying it back on itself with at least 4 tightly-wound wraps.

At line posts, fasten the wire mesh to the post at the top and bottom and at intermediate points not exceeding 10 inches apart. Fasten each line of barbed wire to each line post. Use wire ties or clips to fasten the wires to metal posts under the post manufacturer's instructions. Drive staples crosswise with the grain of the wood and pointed slightly downward. Drive staples just short of actual contact with the wires to allow free longitudinal movement of those wires and to prevent damage to the wire's protective coating. Secure all wires to posts to maintain horizontal alignment.

AA

86 ELECTRICAL SYSTEMS

11-15-13

Replace the paragraphs in section 86-1.01 with:

07-19-13

Section 86 includes general specifications for constructing and rehabilitating electrical systems.

Electrical systems must comply with the material and installation specifications in section 86-2.

Section 86-3 includes specifications for constructing controller assemblies.

Section 86-4 includes specifications for constructing traffic signal faces, programmed visibility signal faces, pedestrian signal faces, flashing beacons, ramp metering signs, and signal mounting assemblies.

Section 86-5 includes specifications for constructing vehicle detectors and pedestrian push button assemblies.

Section 86-6 includes specifications for constructing lighting systems.

Section 86-7 includes specifications for constructing rehabilitating electrical equipment.

Comply with Part 4 of the *California MUTCD*. Nothing in section 86 is to be construed as to reduce the minimum standards in this manual.

The locations shown for electrical systems are approximate; the Engineer determines the final locations.

Replace the paragraphs in section 86-1.015 with:

07-19-13

actuation: Actuation as defined in the *California MUTCD*.

channel: Discrete information path.

controller assembly: Assembly for controlling a system's operations, consisting of a controller unit and auxiliary equipment housed in a rainproof cabinet.

controller unit: Part of the controller assembly performing the basic timing and logic functions.

detector: Detector as defined in the *California MUTCD*.

electrolier: Assembly of a lighting standard and luminaire.

flasher: Device for opening and closing signal circuits at a repetitive rate.

flashing beacon control assembly: Assembly of switches, circuit breakers, terminal blocks, flasher, wiring, and other necessary electrical components housed in a single enclosure for operating a beacon.

inductive loop detector: Detector capable of being actuated by an inductance change caused by a vehicle passing or standing over the loop.

lighting standard: Pole and mast arm supporting the luminaire.

luminaire: Assembly that houses the light source and controls the light emitted from the light source.

magnetic detector: Detector capable of being actuated by an induced voltage caused by a vehicle passing through the earth's magnetic field.

powder coating: Coating applied electrostatically using exterior-grade UV-stable polymer powder.

pretimed controller assembly: Assembly operating traffic signals under a predetermined cycle length.

pull box: A box with a cover that is installed in an accessible place in a run of conduit to facilitate the pulling in of wires or cables.

signal face: Signal face as defined in the *California MUTCD*.

signal head: Signal head as defined in the *California MUTCD*.

signal indication: Signal indication as defined in the *California MUTCD*.

signal section: Signal section as defined in the *California MUTCD*.

signal standard: Pole and mast arm supporting 1 or more signal faces with or without a luminaire mast arm.

traffic-actuated controller assembly: Assembly for operating traffic signals under the varying demands of traffic as registered by detector actuation.

traffic phase: Signal phase as defined in the *California MUTCD*.

vehicle: Vehicle as defined in the *California Vehicle Code*.

Replace the paragraphs in section 86-1.02 with:

07-19-13

Comply with 8 CA Code of Regs § 2299 et seq.

Electrical equipment must comply with one or more of the following standards:

1. ANSI
2. ASTM
3. EIA
4. NEMA
5. NETA
6. UL
7. Public Utilities Commission, General Order No. 95, "Rules for Overhead Electrical Sign Construction"
8. Public Utilities Commission, General Order No. 128, "Rules for Construction of Underground Electric Supply and Communication Systems"

Materials and workmanship must comply with:

1. FCC rules
2. ITE standards
3. NEC
4. California Electrical Code

Electrical equipment and materials must be NRTL certified wherever applicable.

Replace the paragraphs in section 86-1.03 with:

07-19-13

Submit a schedule of values within 15 days after Contract approval.

Determine the quantities required to complete the work. Submit the quantities as part of the schedule of values.

Provide a schedule of values for each lump sum bid item.

Do not include costs for the traffic control system in the schedule of values.

The schedule of values must include the type, size, and installation method for:

1. Foundations
2. Standards and poles
3. Conduit
4. Pull boxes
5. Conductors and cables
6. Service equipment enclosures
7. Telephone demarcation cabinets
8. Vehicle signal heads and hardware
9. Pedestrian signal heads and hardware
10. Push buttons
11. Loop detectors
12. Luminaires and lighting fixtures
13. Materials shown in the quantity tables on plan sheets labeled *E*

Replace the paragraphs in section 86-1.04 with:

07-19-13

Within 15 days of Contract approval, submit a list of equipment and materials that you propose to install. Submit the list before shipping equipment or materials to the job site. The list must include the following information:

1. Manufacturer's name
2. Make and model number
3. Month and year of manufacture
4. Lot and serial numbers
5. Dimensions
6. List of components
7. Manufacturer's installation instructions
8. Contract number
9. Your contact information

Supplement the list with 2 copies of the following data:

1. Schematic wiring diagrams
2. Scale drawings of cabinets showing location and spacing of shelves, terminal blocks, and equipment, including dimensions
3. Operation manual

Electrical equipment constructed as shown does not require detailed drawings and diagrams.

Submit 3 sets of computer-generated schematic wiring diagrams for the cabinet.

Place the schematic wiring diagram in a heavy-duty plastic envelope and attach it to the inside of the cabinet door.

Prepare diagrams, plans, and drawings using graphic symbols in IEEE 315, "Graphic Symbols for Electrical and Electronic Diagrams."

Replace the 5th paragraph of section 86-2.04B(2) with:

07-19-13

HS bolts, nuts, and flat washers used to connect slip base plates must comply with the requirements for HS fastener assemblies for use in structural steel joints in section 55-1.02A(1) except rotational capacity testing and tension testing are not required.

07-19-13

Delete the row for standard Type 36-20A in the table in the 6th paragraph of section 86-2.04B(2).

Replace the 10th paragraph of section 86-2.04B(2) with:

07-19-13

Bolted connections attaching signal or luminaire arm to the pole must be considered slip critical. Galvanized faying surfaces of plates on luminaire arm, signal arm, and pole must be roughened by hand using a wire brush before assembly and must comply with requirements for Class C surface conditions for slip-critical connections in *Specification for Structural Joints Using High-Strength Bolts* of the RCSC. Coatings for faying surfaces must comply with the RCSC specification for Class B coatings.

Replace the 1st sentence of item 8 in the list in the 1st paragraph of section 86-2.04B(3) with:

07-19-13

During manufacturing, longitudinal seams on vertical tubular members of cantilevered support structures must be within 90 degrees circumferentially of the center of the longest mast arm connection.

Delete item 15.3 in the list in the 1st paragraph of section 86-2.04B(3).

07-19-13

Add between "Exposed" and "conduit" in the 2nd paragraph of section 86-2.05B:

07-19-13

Type 1

Replace the 1st sentence of the 10th paragraph of section 86-2.05C with:

07-19-13

After installing conduit, install the pull tape.

Replace the 1st sentence of the 15th paragraph of section 86-2.05C with:

11-15-13

Conduit runs shown to be located behind curbs may be installed in the street within 3 feet of and parallel to the face of the curb by the trenching in pavement method.

Replace the 1st and 2nd sentences of the 2nd paragraph of section 86-2.05D with:

07-19-13

Install an expansion-deflection fitting for expansion joints with a 1-1/2-inch movement rating. The fitting must be watertight and include a molded neoprene sleeve, a bonding jumper, and 2 silicon bronze or zinc-plated iron hubs.

Replace section 86-2.06 with:

07-19-13

86-2.06 PULL BOXES

86-2.06A General

86-2.06A(1) Cover Marking

The cover marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of the cover.

Marking letters must be 1 to 3 inches high.

Before galvanizing steel or cast iron cover, apply marking by one of the following methods:

1. Use cast iron strip at least 1/4 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with 1/4-inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.

2. Use sheet steel strip at least 0.027 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with 1/4-inch stainless steel rivets or 1/4-inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.
3. Bead weld the letters on cover such that the letters are raised a minimum of 3/32 inch.

86-2.06A(2) Installation and Use

Space pull boxes no more than 200 feet apart. You may install additional pull boxes to facilitate the work.

You may use a larger standard size pull box than that shown on the plans or specified.

A pull box in ground or sidewalk area must be installed as follows:

1. Embed bottom of the pull box in crushed rock.
2. Place a layer of roofing paper on the crushed rock.
3. Place grout over the layer of roofing paper. Grout must be 0.50 to 1 inch thick and sloped toward the drain hole.
4. Make a 1-inch drain hole in the center of the pull box through the grout and roofing paper.
5. Place grout between the pull box and the pull box extension, and around conduits.

The top of the pull box must be flush with the surrounding grade or the top of an adjacent curb, except in unpaved areas where the pull box is not immediately adjacent to and protected by a concrete foundation, pole, or other protective construction. Place the pull box 1-1/4 inches above the surrounding grade. Where practical, place a pull box shown in the vicinity of curbs or adjacent to a standard on the side of the foundation facing away from traffic. If a pull box is installed in a sidewalk area, adjust the depth of the pull box so that the top of the pull box is flush with the sidewalk.

Reconstruct the sump of an existing pull box if disturbed by your activities. Remove old grout and replace with new if the sump was grouted.

86-2.06B Non-Traffic Pull Boxes

Reserved

86-2.06C Traffic Pull Boxes

The traffic pull box and cover must comply with ASTM C857, "Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures," for HS20 loading. You must be able to place the load anywhere on the box and cover for 1 minute without causing cracks or permanent deformations.

Frame must be anchored to the box with 1/4 by 2-1/4 inch concrete anchors. Four concrete anchors must be included for No. 3-1/2(T) pull box; one placed in each corner. Six concrete anchors must be included for No. 5(T) and No. 6(T) pull boxes; one placed in each corner and one near the middle of each of the longer sides.

Nuts must be zinc-plated carbon steel, vibration resistant, and have a wedge ramp at the root of the thread.

After installation of traffic pull box, install the steel cover and keep it bolted down when your activities are not in progress at the pull box. When the steel cover is placed for the final time, the cover and Z bar frame must be cleaned of debris and tightened securely.

Steel cover must be countersunk approximately 1/4 inch to accommodate the bolt head. When tightened, the bolt head must not exceed more than 1/8 inch above the top of the cover.

Concrete placed around and under traffic pull boxes must be minor concrete.

Replace the 11th row in the table in the 1st paragraph of section 86-2.08B with:

07-19-13

Grounded circuit conductor	Pedestrian push buttons	Wht	Blk	NBR	14
	Signals and multiple lighting	Wht	None	NBR	10
	Flashing beacons and sign lighting	Wht	None	NBR	12
	Lighting control	Wht	None	C-3	14
	Service	Wht	None	NBR	14

Replace the 1st sentence of the 1st paragraph of section 86-2.08C with:

07-19-13

Circuit conductors, connectors, and terminals must be UL or NRTL listed and rated for 600 V(ac) operation.

Add to the beginning of section 86-2.09A:

07-19-13

Provide enough traffic signal light conductors for functional operation of the signal. Provide 3 spare conductors in all conduits containing traffic signal light conductors.

Replace the paragraphs in section 86-2.09C with:

07-19-13

Connectors must be crimp type. Use a manufacturer-recommended tool for connectors and terminals to join conductors. Comply with SAE-AS7928.

Terminate stranded conductors smaller than no. 14 in crimp style terminal lugs.

Terminate field conductors no. 12 and smaller with spade type terminals. Terminate field conductors no. 10 and larger with spade type or ring type terminals.

Replace the value for resistivity in the table in the 6th paragraph of section 86-2.09E with:

07-19-13

$25 \times 10^{13} \Omega$ per inch, minimum

Add between "the" and "head" in the 3rd sentence of the 2nd paragraph of 86-2.09F:

07-19-13

connector

Replace "project" in the 3rd paragraph of section 86-2.11A with:

10-19-12

work

Replace "Contract" in item 2 in the list in the 11th paragraph of section 86-2.11A with:

10-19-12

work

Delete the 12th paragraph of section 86-2.11A.

07-19-13

Replace section 86-2.11C with:

07-19-13

86-2.11C Electrical Service for Booster Pumps

Provide electrical service from the service point to the booster pump.

Furnish conductors, conduit, and pull boxes from the service point to the booster pump.

Do not use Type 3 conduit unless shown otherwise.

Replace section 86-2.14A with:

07-19-13

86-2.14A General

Deliver material and equipment for acceptance testing to either METS or a testing location as ordered.

Allow 30 days for testing. The Department notifies you when testing is complete. You must pick up the material or equipment from the test site and deliver it to the job site.

If material or equipment is rejected, allow 30 days for retesting. The retesting period starts when replacement material or equipment is delivered to the test site.

If material or equipment submitted for testing does not comply with the specifications, remove it within 5 business days after you are notified that the equipment is rejected. If equipment is not removed within that period, the Department may ship it to you and deduct the shipping cost.

Testing and quality control procedures for traffic signal controller assemblies must comply with NEMA TS standards for traffic control systems.

Replace the 2nd paragraph of section 86-3.02A(1) with:

07-19-13

The Department furnishes the BBS components under section 6-2.03.

Replace the 9th paragraph of section 86-3.02B with:

07-19-13

The couplings between the external cabinet and Model 332L cabinet must include a conduit for power connections between the 2 cabinets. Couplings must include:

1. 2-inch nylon-insulated steel chase nipple
2. 2-inch sealing steel locknut
3. 2-inch nylon-insulated steel bushing

Delete item 1.3 in the list in the 7th paragraph of section 86-3.04A.

07-19-13

Replace the 2nd paragraph of section 86-4.01A with:

07-19-13

The housing must not fail structurally as described in the following table:

Housing Structural Failure

Housing type	Test method	Description of structural failure
Metal	California Test 666	Fracture within the housing assembly or deflection of more than half the lens diameter of the signal section during the wind load test
Plastic	California Test 605	Fracture within the housing assembly or deflection of more than 10 degrees in either the vertical or horizontal plane after the wind load has been removed from the front of the signal face or deflection of more than 6 degrees in either the vertical or horizontal plane after the wind load has been removed from the back of the signal face

Replace the 1st sentence of section 86-4.01A(1) with:

07-19-13

Each metal housing must have a metal visor.

Replace the 1st sentence of section 86-4.01A(2) with:

07-19-13

Each plastic housing must be molded in 1 piece or fabricated from 2 or more pieces and joined into a single piece.

Delete item 1 in the list in section 86-4.01D(1)(b).

07-19-13

Replace the paragraphs in section 86-4.01D(1)(c)(i) with:

07-19-13

LED signal modules must be on the Authorized Material List for LED traffic signals.

The Department tests modules under section 86-2.14A, ANSI/ASQ Z1.4, and:

1. California Test 604 for LED and circular LED signal modules
2. California Test 3001 for arrow, U-turn, and bicycle LED signal modules

The LED signal modules submitted for testing must be typical production units. LEDs must be spread evenly across the module.

The Department may test the modules on all parameters specified in section 86-4.01D.

Replace the 1st and 2nd sentences of the 3rd paragraph of 86-4.01D(2)(b) with:

07-19-13

The electrical connection for each flashing LED signal module must be 4 secured, color-coded, jacketed copper wires. The wire must comply with the NEC.

Replace the heading of section 86-4.02 with:

07-19-13

PROGRAMMED VISIBILITY VEHICLE SIGNAL SECTION

Replace "face" in the 1st paragraph of section 86-4.02 with:

07-19-13

section

Add before the 1st sentence in section 86-4.03A:

07-19-13

The pedestrian signal face must be Type A.

Replace the 1st sentence of the 2nd paragraph of section 86-4.03B with:

07-19-13

The Department tests the pedestrian signal's front screen in a horizontal position with its edges supported.

Delete items 1 and 4 in the list in section 86-4.03I(1)(b).

07-19-13

Replace the paragraphs of section 86-4.03I(1)(c)(i) with:

07-19-13

The LED PSF module must be on the Authorized Material List for LED traffic signals.

The Department tests LED PSF modules under section 86-2.14A, ANSI/ASQ Z1.4, and California Test 606.

The LED PSF modules submitted for testing must be representative of typical production units.

The Department may test the modules on all parameters specified in section 86-4.03I.

Replace item 1 in the list in the 1st paragraph of section 86-4.03I(2) with:

07-19-13

1. Not include reflectors.

Replace item 6 in the list in the 1st paragraph of section 86-4.03I(2) with:

07-19-13

6. Be able to replace signal lamp optical units and pedestrian signal faces with LEDs.

Replace the table titled "Chromaticity Standards (CIE Chart)" in the 16th paragraph of section 86-4.03I(2) with:

07-19-13

Chromaticity Standards (CIE Chart)

Upraised hand	X: not greater than 0.659 or less than 0.600 Y: not greater than 0.390 or less than 0.331 Y= 0.990-X
Walking person	X: not greater than 0.440 or less than 0.280 Y: not greater than 0.0483 + 0.7917(X) or less than 0.0983 + 0.7917(X)

Add between "beacon" and "must" in the 1st sentence of section 86-4.05:

07-19-13

signal face

Delete "face" in item 1 in the list in the 1st paragraph of section 86-4.05.

Replace the row for viscosity in the table in the 2nd paragraph of section 86-5.01A(3)(c) with:

Viscosity, Brookfield Thermosel, no. 27 Spindle, 20 rpm, 190 °C	D 4402	2.5–3.5 Pa·s
--	--------	--------------

Replace the paragraph in section 86-5.01A(3)(d) with:

Use epoxy sealant for repair work in and around sawcuts housing inductive loops.

Replace "all loop conductors" in the 3rd paragraph of section 86-5.01A(4) with:

the detector lead-in cable

Replace "Encase the loop wires" in the 1st sentence of the 3rd paragraph of section 86-5.01A(5) with:

The loop wires must be encased

Replace section 86-5.02 with:

86-5.02 PUSH BUTTON ASSEMBLIES

The housing for a push button assembly must be die-cast or permanent mold-cast aluminum. The assembly must be rainproof and shockproof in any weather condition.

The push button's switch must be a single-pole, double-throw switching unit with screw-type terminals rated 15 A at 125 V(ac). The switch must have:

1. Plunger actuator and a U frame to allow recessed mounting in the push button housing
2. Operating force of 3.5 lb
3. Maximum pretravel of 5/64 inch
4. Minimum overtravel of 1/32 inch
5. Differential travel from 0.002 to 0.04 inch
6. 2-inch minimum diameter actuator

Where a push button is attached to a pole, the housing must be shaped to fit the pole's curvature. Use saddles if needed to make a neat and secure fit.

Where a push button is mounted on top of a 2-1/2-inch-diameter post, fit the housing with a slip fitter and use screws to rigidly secure it to the post.

Install the push button and the sign on the crosswalk side of the pole.

Attach the sign on a Type B push button assembly.

For a Type C push button assembly, mount the instruction sign on the same standard as the assembly using 2 straps and saddle brackets.

Replace the table in the 1st paragraph of section 88-1.02G with:

01-20-12

Sediment Filter Bag

Property	Test	Values	
		Woven	Nonwoven
Grab breaking load, lb, 1-inch grip min, in each direction	ASTM D 4632	200	250
Apparent elongation, percent min, in each direction	ASTM D 4632	10	50
Water flow rate, gal per minute/sq ft min and max average roll value	ASTM D 4491	100-200	75-200
Permittivity, sec ⁻¹ min	ASTM D 4491	1.0	1.0
Apparent opening size, inches max average roll value	ASTM D 4751	0.023	0.012
Ultraviolet resistance, % min retained grab breaking load, 500 hr.	ASTM D 4355	70	70

Replace the table in the 1st paragraph of section 88-1.02H with:

01-20-12

Temporary Cover

Property	Test	Values	
		Woven	Nonwoven
Grab breaking load, lb, 1-inch grip min, in each direction	ASTM D 4632	200	200
Apparent elongation, percent min, in each direction	ASTM D 4632	15	50
Water flow rate, gal per minute/sq ft min and max average roll value	ASTM D 4491	4-10	80-120
Permittivity, sec ⁻¹ min	ASTM D 4491	0.05	1.0
Apparent opening size, inches max average roll value	ASTM D 4751	0.023	0.012
Ultraviolet resistance, % min retained grab breaking load, 500 hr.	ASTM D 4355	70	70

Replace section 88-1.02P with:

01-18-13

88-1.02P Biaxial Geogrid

Geosynthetics used for biaxial geogrid must be a punched and drawn polypropylene material formed into an integrally formed biaxial grid. When tested under the referenced test methods, properties of biaxial geogrid must have the values shown in the following table:

Biaxial Geogrid

Property	Test	Value
Aperture size, inch ^a min and max	Calipered	0.8-1.3 x 1.0-1.6
Rib thickness, inch min	Calipered	0.04
Junction thickness, inch min	Calipered	0.150
Tensile strength, 2% strain, lb/ft ^a min	ASTM D 6637	410 x 620
Tensile strength at ultimate, lb/ft ^a min	ASTM D 6637	1,310 x 1,970
Ultraviolet resistance, percent min retained tensile strength, 500 hours	ASTM D 4355	100
Junction strength, lb/ft ^a min	ASTM D 7737	1,220 x 1,830
Overall flexural rigidity, mg-cm min	ASTM D 7748	750,000
Torsional rigidity at 20 cm-kg, mm-kg/deg ^b min	GRI:GG9	0.65

^aMachine direction x cross direction

^bGeosynthetic Research Institute, Test Method GG9, *Torsional Behavior of Bidirectional Geogrids When Subjected to In-Plane Rotation*

Replace section 88-1.02Q with:

07-19-13

88-1.02Q Geosynthetic Bond Breaker

Geosynthetic bond breaker must be nonwoven; needle punched; not heat treated; polypropylene, polyethylene material.

When tested under the referenced test methods, properties of geosynthetic bond breaker material must have the values shown in the following table:

Geosynthetic Bond Breaker

Property	Test	Value
Mass per unit area, oz/sq yd min	ASTM D 5261	14.7
Thickness at 29 psi, mm min	ASTM D 5199	1.0
Tensile strength at ultimate, lbs/ft min	ASTM D 4595	685
Elongation, percent max	ASTM D 4595	130
Permittivity at 2.9 psi, m/s min	ASTM D 5493	0.0001
Hydraulic transmissivity at 29 psi, m/s min	ASTM D 6574	0.0002
Ultraviolet resistance, percent min retained grab breaking load, 500 hours	ASTM D 4355	60

90 CONCRETE

07-19-13

Replace the 3rd paragraph of section 90-1.01C(7) with:

08-05-11

Submit weighmaster certificates in printed form or, if authorized, in electronic media. Present electronic media in a tab-delimited format on a CD or DVD. Captured data for the ingredients represented by each batch must be line feed carriage return and one line separate record with sufficient fields for the specified data.

Replace the 3rd paragraph of section 90-3.01C(5) with:

08-05-11

Production data must be input by hand into a pre-printed form or 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.

Replace the 1st paragraph of section 90-4.01A with:

07-19-13

Section 90-4 includes specifications for fabricating PC concrete members.

Replace the paragraphs in section 90-4.01C with:

07-19-13

90-4.01C(1) General

For reports and logs, type or clearly print the name next to the signature of the person signing the report or log.

Submit expansion test data under section 90-4.02, if required.

90-4.01C(2) Certificates of Compliance

Submit a certificate of compliance for the cementitious material used in PC concrete members. The certificate must be signed by the PC concrete product manufacturer.

Submit a certificate of compliance for each PC concrete member. The certificate of compliance for tier 1 and tier 2 members must be signed by the QC manager. The certificate of compliance for tier 3 members must be signed by the QC Inspector.

90-4.01C(3) Precast Concrete Quality Control Plan

Before performing any precasting activities for tier 1 and tier 2 PC concrete members, submit 3 copies of the project-specific QC plan for the PC plant. The QC plan must supplement the information from the authorized facility audit. Submit a separate QC plan for each plant. Allow 25 days for review.

Each project-specific QC plan must include:

1. Name of the precasting plant, concrete plants, and any testing laboratory to be used.
2. Manual prepared by the precasting plant that includes:
 - 2.1. Equipment description
 - 2.2. Testing procedures
 - 2.3. Safety plan
 - 2.4. Personnel names, qualifications, and copies of certifications
3. QC manager and QC inspector names, qualifications, and copies of certifications.
4. Organizational chart showing QC personnel and their assigned QC responsibilities.
5. Methods and frequencies for performing QC procedures including inspections, material testing, and any survey performed for all components of PC concrete members. Components include prestressing, concrete, grout, reinforcement, steel, miscellaneous metal, and formwork.
6. System for reporting noncompliant PC concrete members to the Engineer.

7. System for identification and tracking repairs and repair methods.
8. Procedure for the reinspection of repaired PC concrete members.
9. Forms for certificates of compliance, daily production logs, and daily reports.

Submit a revised QC plan for any changes to:

1. Concrete plants
2. Material sources
3. Material testing procedures
4. Testing laboratory
5. Procedures and equipment
6. Updated systems for tracking and identifying PC concrete members
7. QC personnel

After authorization, submit 7 copies of each authorized QC plan and make 1 copy available at each location where work is performed.

Allow 7 days for review of a revised QC plan.

90-4.01C(4) Daily Production Log

The QC inspector must provide reports to the QC manager for each day that precasting activities are performed.

The QC manager must maintain a daily production log of PC activities for each day's precasting. PC activities include setting forms, placing reinforcement, setting prestressing steel, casting, curing, post tensioning, and form release. This daily log must be available at the precasting plant. The daily log must include:

1. Plant location
2. Specific description of casting or related activities
3. Any problems or deficiencies discovered
4. Any testing or repair work performed
5. Names of QC inspectors and the specific QC inspections they performed that day
6. Reports for that day's precasting activities from each QC inspector including before, during, and after precast inspections

Immediately notify the Engineer when any precasting problems or deficiencies are discovered, and submit the proposed repair or process changes necessary to correct them.

90-4.01C(5) Precast Concrete Report

Before shipping PC concrete members, submit a PC concrete report. The report must include:

1. Reports of all material tests and any survey checks
2. Documentation that:
 - 2.1. You have evaluated all tests
 - 2.2. You corrected all rejected deficiencies
 - 2.3. Repairs have been reexamined with the required tests and found acceptable
3. Daily production logs
4. Certificates of compliance
5. Documentation of inspections

Each person who performs a material test or survey check must sign the corresponding report and submit the report directly to the QC manager.

Replace the paragraphs in section 90-4.01D with:

90-4.01D(1) General

Quality control and assurance for PC concrete includes:

07-19-13

1. Your QC program
2. Department's acceptance of PC concrete members

PC concrete members are categorized into the following 4 tiers:

1. Tier 1 consists of:
 - 1.1. Components of bridge structures, including girders, deck panels, bent caps, abutments, slabs, closure wall panels, and piling
 - 1.2. Prestressed pavement
2. Tier 2 consists of:
 - 2.1. Components of earth retaining systems
 - 2.2. Wingwalls
 - 2.3. Types A, B, and C pipe culvert headwalls, endwalls, and wingwalls
 - 2.4. Pavement
 - 2.5. Box culverts
 - 2.6. Sound wall panels and supports
3. Tier 3 consists of:
 - 3.1. Pipes
 - 3.2. Pipe drainage facilities
 - 3.3. Straight and "L" pipe culvert headwalls except those listed under tier 2
 - 3.4. Drainage Inlets
 - 3.5. Flared end sections
4. Tier 4 consists of any member not described as tier 1, tier 2, or tier 3

90-4.01D(2) Quality Control

90-4.01D(2)(a) General

For tier 1 and tier 2 PC concrete members:

1. Fabricate PC concrete members at a plant on the Authorized Facility Audit List
2. Assign a PC concrete QC manager to the plant
3. Assign a QC inspector who is either registered as a civil engineer in the State or:
 - 3.1. For tier 1, has a Plant Quality Personnel Level II certification from the Precast/Prestressed Concrete Institute
 - 3.2. For tier 2, has a Plant Quality Personnel Level I certification from the Precast/Prestressed Concrete Institute
4. Prepare a PC concrete QC plan
5. Perform PC concrete materials testing
6. Maintain a daily production log
7. Prepare a PC concrete report
8. Prepare a certificate of compliance

For tier 3 PC concrete members:

1. Assign a QC inspector who has one of the following qualifications:
 - 1.1. Registration as a civil engineer in the State.
 - 1.2. Plant Quality Personnel, Level I certification from the Precast/Prestressed Concrete Institute.
 - 1.3. Competency to perform inspection of PC operations. An inspector is competent if the individual has completed training or has experience in PC operations and inspection.
2. Prepare a certificate of compliance

For tier 4 PC concrete members, prepare a certificate of compliance.

For each ASTM test method specified in this section, the material's test result must comply with the requirement specified for the comparable test in section 90 unless otherwise specified.

If curing compound is used, provide certificate of compliance as specified in section 90-1.01C(5).

If PC concrete is manufactured at an established PC concrete plant, a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures under section 90-1.01D(5)(b) are not required.

90-4.01D(2)(b) Quality Control Meeting

After submitting the PC concrete QC plan, hold a meeting to discuss the requirements for PC concrete QC. The meeting attendees must include the Engineer, the PC concrete QC manager, and a representative from each plant performing PC concrete activities for the Contract.

90-4.01D(2)(c) Sampling, Testing, and Inspecting

The QC laboratory testing personnel or the QC inspector must witness sampling. The QC laboratory testing personnel must perform testing.

QC laboratory testing personnel must have the following certifications, as applicable:

1. ACI Strength Testing Technician
2. ACI Concrete Laboratory Testing Technician Level 1
3. ACI Aggregate Testing Technician Level 2

The QC Inspector must perform inspections before, during, and after casting is complete.

QC field testing and inspection personnel must have an ACI Concrete Field Testing Technician, Grade I certification.

For each mix design used for tier 1 and tier 2 PC concrete members, perform sampling and testing at the minimum frequencies shown in the following tables:

Aggregate QC Tests

Property	Test method	Minimum testing frequency
Aggregate gradation	ASTM C136	Once per 400 cu yd of concrete cast or once a week, whichever is more frequent
Sand equivalent	ASTM D2419	
Percent fines under 75 microns ^a	ASTM C117	
Moisture content of fine aggregate	ASTM C566, or electronically actuated moisture meter ^b	1–2 times per each day of pour, depending on conditions

^aPercent fines under 75 microns test replaces the cleanness test in section 90-1.02C with the requirements of 1.5 percent maximum for "Operating Range" and 2.0 percent maximum for "Contract Compliance." The 5th paragraph of section 90-1.02C(2) does not apply.

^bElectronically actuated moisture meter must be calibrated once per week per ASTM C566.

Concrete QC Tests

Property	Test method	Minimum testing frequency
Compressive strength ^b	ASTM C172/C172M, ASTM C31/C31M, and ASTM C39/C39M	Once per 100 cu yd of concrete cast, or every day of casting, whichever is more frequent
Slump	ASTM C143/C143M	
Temperature	ASTM C1064/C1064M	
Density	ASTM C138	Once per 600 cu yd of concrete cast or each week of batching, whichever is more frequent
Air content	ASTM C231/C231M or ASTM C173/C173M ^a	If concrete is air entrained, once for each set of cylinders, and when conditions warrant

^aASTM C173/C173M must be used for lightweight concrete.

^bCylinders must be 6 by 12 inches.

If concrete is batched at more than 1 plant, perform the tests at each plant.

Cure test cylinders for determining time of prestressing loading in the same manner as the concrete in the member.

Cure test cylinders for determining compliance with 28-day strength requirements in the same manner as the member until completion of the steam curing process followed by a water bath or moist room at 60 to 80 degrees F until tested.

For PC concrete that is steam cured, concrete designated by compressive strength is acceptable if its compressive strength reaches the described 28-day compressive strength in no more than the maximum number of days specified or allowed after the concrete is cast.

90-4.01D(3) Quality Assurance

For PC concrete that is steam cured, the Engineer evaluates the compressive strength based on individual tests representing specific portions of production.

Add between the 1st and 2nd paragraphs of section 90-4.02:

07-19-13

PC portland cement based repair material must be on the Authorized Material List.

If municipally supplied potable water is used for PC concrete, the testing specified in section 90-1.02D is waived unless requested.

Add to section 90-4.03:

07-19-13

For dimensional tolerances of PC concrete members, comply with the Precast/Prestressed Concrete Institute Concrete Institute's *Tolerance Manual for Precast and Prestressed Concrete Construction, MNL 135-00*.

Replace 2nd paragraph of section 92-1.02B with:

07-19-13

PG modified asphalt binder must comply with the requirements shown in the following table:

PG Modified Asphalt Binder

Property	AASHTO Test Method	Grade		
		PG 58-34 M	PG 64-28 M	PG 76-22 M
Original Binder				
Flash point, min °C	T 48	230	230	230
Solubility, min %	T 44 ^a	97.5	97.5	97.5 ^b
Viscosity at 135 °C ^c , max, Pa·s	T 316	3.0	3.0	3.0
Dynamic shear, Test temperature at 10 rad/s, °C min G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO test ^d , Mass loss, max, %	T 240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic shear, Test temperature at 10 rad/s, °C min G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic shear, Test temperature at 10 rad/s, °C max (delta), degree	T 315	80 ^e	80 ^e	80 ^e
Elastic recovery, Test temperature °C min recovery, %	T 301	25 75	25 75	25 65
PAV ^g , temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic shear, Test temperature at 10 rad/s, °C max G*sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep stiffness, Test temperature, °C max S-value, MPa min M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

CONTRACTOR REQUEST FOR CLARIFICATION
CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE
NINTH STREET TO CEDAR AVENUE
CONTRACT NUMBER: 16-02-C

Requests for clarification of the plans and specifications regarding this project shall be submitted on this form. Any change or clarification of the project plans and specifications shall be in the form of a written addendum issued to planholders of record. Contractors requesting clarification shall complete the following:

Fax form to (559) 600-4399 or e-mail to DesignServices@co.fresno.ca.us

FIRM NAME: _____

SENDER / CONTACT NAME: _____

MAILING ADDRESS: _____

Zip Code

BUSINESS PHONE: (____) _____ FAX NUMBER: (____) _____

Drawing No.: _____	Spec Section: _____
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Question Type or print one question below

Response

The following section is for County use only.

Response By: _____ Date: _____

Included in Addendum No. _____ Date: _____

Date Received: _____ Time Received: _____ am / pm RFC Number: _____

This form may be removed from the project specifications and/or reproduced as needed.

BID BOOK

CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

NINTH STREET TO CEDAR AVENUE

FEDERAL PROJECT NUMBER: ATPL-5942(259)

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER: 16-02-C

COPY NUMBER:

BID BOOK TABLE OF CONTENTS

CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

CONTRACT NUMBER: 16-02-C

PROPOSAL NUMBER	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO
2	BID ITEM LIST/BID SHEET
3	EVALUATION OF BID PROPOSAL SHEETS
4	BID SECURITY
5	NONCOLLUSION AFFIDAVIT
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8(A) – 8(F)	SUBCONTRACTORS
9	CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS
10	TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION
11	NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS
12(A) – 12(B)	DISCLOSURE OF LOBBYING ACTIVITIES
13(A) – 13(B)	EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)
14(A) – 14(C)	EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
15	NOT USED
16	GUARANTY

INSTRUCTIONS FOR COMPLETING THE BID BOOK FOR FEDERAL AID PROJECTS

General

Complete forms in the *Bid* book.

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on the Bid Item List. Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders*.

Bid Document Completion

Proposal sheets are identified by title and by the letter "P" followed by the number assigned to the proposal sheet in question. Proposal sheets are included in the *Bid Book*.

Proposal 1 - Proposal to the Board of Supervisors of Fresno County

Provided for information.

Proposal 2 - Bid Proposal Sheet

One or more sheet(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th".

Use ink or typewriter.

Proposal 3 - Evaluation of Bid Proposal Sheet

Describes how inconsistencies and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

Proposal 4 - Bid Security and Signature

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Acknowledge Addenda

Provide contractor's license information.

State business name and if business is a:

- Corporation - list officers
- Partnership - list partners
- Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.
- Individual - list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member
- Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

- Business Address - Firm's Street Address
- Mailing Address - P.O. Box or Street Address
- Complete, sign, and return with bid.

Proposal 5 - Noncollusion Affidavit

Must be completed, signed, and returned with bid.

Proposal 6 - Public Contract Code Section 10285.1 Statement

Check "has" or "has not" in accordance with instructions on form, return with completed for with bid. Note that signing the bid constitutes signing this statement.

Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement

Check: "yes" or "no" accordance with instructions on form, include explanation if "yes" is checked. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

Proposal 8(a) through Proposal 8(f) - Subcontractors

Sheet(s) upon which bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, and the contractor's license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid sheet and/or work descriptions similar to those on bid sheet.
- List license number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.
- Department of Industrial Relations registration number

Proposal 9 - Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports

For a Federal-aid contract, complete, sign, and return with bid.

Proposal 10 - Title 49, Code Of Federal Regulations, Part 29 Debarment And Suspension Certification

For a Federal-aid contract, complete, sign, and return with bid.

Proposal 11 - Nonlobbying Certification For Federal-Aid Contracts

For a Federal-aid contract, complete, sign, and return with bid.

Proposal 12(a) through Proposal 12(b) - Disclosure Of Lobbying Activities

For a Federal-aid contract, complete, sign, and return with bid.

Proposal 13(a) through Proposal 13(b) - Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

For a Federal-aid contract, the apparent low, second-low, and third-low bidders must complete and submit so that it is received by Design Services, no later than 4:00 PM on the fourth business day after the bid opening if not submitted with the bid.

Proposal 14(a) through proposal 14(c) - Exhibit 15-H DBE Information — Good Faith Efforts

For a Federal-aid contract, the apparent low, second-low, and third-low bidders must complete and submit so that it is received by Design Services no later than 4:00 PM on the fourth business day after the bid opening if not submitted with the bid.

Proposal 15 - Not Used

Proposal 16 - Guaranty

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed.

PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO

hereinafter called the Owner

**CALWA ADA PATHS ON GROVE AVENUE AND
JENSEN AVENUE**

NINTH STREET TO CEDAR AVENUE

FEDERAL PROJECT NUMBER: ATPL-5942(259)

The work embraced herein shall be done in accordance with the 2010 Standard Specifications and with the 2010 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled "Project Details" of the book entitled "Specifications."

The work to be done is shown on a set of Plans, Department File No. 11249, entitled "Department of Public Works and Planning, County of Fresno, Plans for Construction, Calwa ADA Paths on Grove Avenue and Jensen Avenue."

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following unit prices, to-wit:

Proposal 1

CONTRACT NUMBER: 16-02-C

Low Bidder #1
Seal Rite Paving

COUNTY OF FRESNO DEPARTMENT OF PUBLIC WORKS AND
PLANNING
CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE
BID ITEM LIST

Item No.	Estimated Quantity	Unit of Measure	F,S	ITEM	Unit Price	TOTAL PRICE
1	4	EA		CONSTRUCTION PROJECT FUNDING SIGN	825 ⁰⁰	3,300 ⁰⁰
2	1	LS	S	TRAFFIC CONTROL SYSTEM	22,000 ⁰⁰	22,000 ⁰⁰
3	1	LS		PREPARE WATER POLLUTION CONTROL PROGRAM	3,300 ⁰⁰	3,300 ⁰⁰
4	96	SF		REMOVE PAVEMENT MARKING	6 ³²	606 ⁷²
5	4	EA		RELOCATE MAILBOX	605 ⁰⁰	2,420 ⁰⁰
6	4	EA		RELOCATE ROADSIDE SIGN (METAL POST)	552 ⁷⁵	2,211 ⁰⁰
7	1,140	SY	F	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY)	15 ⁷⁷	17,977 ⁸⁰
8	1	LS		CLEARING AND GRUBBING	28,805 ²⁵	28,805 ²²
9	60	CY	F	ROADWAY EXCAVATION	95 ²⁷	5,716 ²⁰
10	21	EA		ROOT BARRIER	605 ⁰⁰	12,705 ⁰⁰
11	1	LS		FINISHING ROADWAY	9,782 ⁶¹	9,782 ⁶¹
12	71	TON		MINOR HOT MIX ASPHALT	185 ⁷⁴	13,187 ⁵⁸
13	400	LF		MINOR CONCRETE (CURB)	18 ²⁰	7,480 ⁰⁰
14	25	EA		DETECTABLE WARNING SURFACE	660 ⁰⁰	16,500 ⁰⁰
15	400	LF		MINOR CONCRETE (CURB AND GUTTER)	26 ⁴⁰	10,560 ⁰⁰
16	440	SY		MINOR CONCRETE (DRIVEWAY)	71 ²⁰	31,460 ⁰⁰
17	5,650	SF		MINOR CONCRETE (SIDEWALK)	4 ²²	26,725 ⁰⁰
18	370	SY		MINOR CONCRETE (CURB RAMP)	93 ⁵⁰	34,595 ⁰⁰
19	1	EA		OBJECT MARKER (TYPE P)	78 ¹⁰	78 ¹⁰
20	2	EA	S	PEDESTRIAN BARRICADE	1100 ⁰⁰	2,200 ⁰⁰
21	20	SF		THERMOPLASTIC PAVEMENT MARKING (LIMIT LINE)	6 ³²	126 ⁴⁰
22	96	SF		THERMOPLASTIC PAVEMENT MARKING (CROSS WALK)	6 ³²	606 ⁷²
23	1	LS		MOBILIZATION	5,500 ⁰⁰	5,500 ⁰⁰
TOTAL (ITEMS 1-23)						257,843 ⁰⁰

Proposal 2A
CONTRACT NUMBER: 16-02-C

EVALUATION OF BID PROPOSAL SHEETS

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, "Abbreviations," of these special provisions.

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Proposal 3
Contract Number 16-02-C

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond (X); Certified Check (); Cashier's Check (); Cash (\$)

Bidder has and acknowledges the following addenda: _____

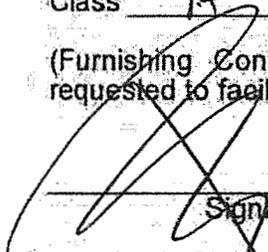
The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

FIRM NAME Withno, Inc. DBA Seal Rite Paving

Licensed in accordance with an act providing for the registration of Contractors,
Class A License No. 805583 Expires 3/13

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)



Signature of Bidder

9/1/11

Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: 4237 W. Swift Ave, Fresno 93722
Zip Code

MAILING ADDRESS: 4237 W. Swift, Fresno 93722
Zip Code

BUSINESS PHONE: (559) 222-7325 FAX NUMBER: (559) 325-0760

EMAIL ADDRESS Brooke @ Seal Rite Paving. com

Proposal 4
Contract Number 16-02-C

Federal Project Number: HSIP-5942(259)

To the Board of Supervisors, County of Fresno:

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

Brooke Ashley
(Printed or Typed Name)

being first duly sworn, deposes and says that he or she is

CEO
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of Witbro, Inc. DSA Seal Rite paving & Grading
(Bidding Entity)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature]
(Signature)

9/1/16
(Dated)

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

* NOTE: Completing, signing, and returning the Noncollusion Affidavit is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposal 5
Contract Number 16-02-C

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposal 6
Contract Number 16-02-C

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Proposal 7
Contract Number 16-02-C**

BIDDER: Seal Bite paving & Grading

SUBCONTRACTORS:

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith or \$10,000, whichever is greater. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work, and their contractor's license number is REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

SUBCONTRACTOR: Alan Moke Engineering
Business Address: 7415 N. Palm Ave #101, Fresno, CA 93711
Class _____ License No. _____ DIR Registration No. 100022024
Item No. or Description of Work: Prepare SWPPP
Dollar Amount or Percentage of Total Bid \$500
Email Address _____

SUBCONTRACTOR: _____
Business Address: M. S. Lee Enterprises, Inc.
Class A/B License No. 879274 DIR Registration No. 1000014421
Item No. or Description of Work: Traffic control partial
Dollar Amount or Percentage of Total Bid \$5,000
Email Address _____

BIDDER: Seal Rite paving

SUBCONTRACTOR: ~~Fresno concrete~~

Business Address: ~~5450 S. Villa Ave., Fresno, CA 93725~~

Class ~~C8 #12~~ License No. ~~389141~~ DIR Registration No. ~~1000001409~~

Item No. or Description of Work: ~~Concrete~~

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: T & T Pavement Marking

Business Address: 3276 W. Sunset way Fresno, CA 93722

Class C-32 License No. 687921 DIR Registration No. 1000006332

Item No. or Description of Work: Striping

Dollar Amount or Percentage of Total Bid \$1,290⁰⁰

Email Address _____

SUBCONTRACTOR: Madera concrete Co

Business Address: 25095 Brook Dr., Madera, CA 93638

Class C8 License No. 983821 DIR Registration No. 1000010470

Item No. or Description of Work: Concrete

Dollar Amount or Percentage of Total Bid 112,355¹⁸

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

Proposal 8(c)
Contract Number 16-02-C

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

**Proposal 8(d)
Contract Number 16-02-C**

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

**Proposal 8(e)
Contract Number 16-02-C**

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder , proposed subcontractor , hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has , has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Witbro, Inc. DBA Sealrite Reviv
(Company)

By: [Signature]

(Title) (PO)

Date: 9/1/16

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

**Proposal 9
Contract Number 16-02-C**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder ✓, proposed subcontractor , under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: Withro, Inc. DBA Seal Nite Party

By: [Signature]

Date: 9/1/16

Title: CRE

Proposal 10
Contract Number 16-02-C

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) 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 awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Bidder: W. Thro, Inc DBA Sewl Rite Paving
By: [Signature]
Date: 9/1/16
Title: CRo

Proposal 11
Contract Number 16-02-C

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><u>a. contract</u></p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><u>a. bid/offer/application</u></p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p><i>MA</i></p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p><i>withro, inc.</i> Tier _____, If Known:</p> <p><i>Sealite Paving</i></p> <p><i>4237 W. Swift Ave</i></p> <p><i>Fresno, CA 93722</i></p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>_____</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p> <p>_____</p>	<p>7. Federal Program Name/Description:</p> <p>_____</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p> <p>_____</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> <p>_____</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p>_____</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: <i>Brooke Ashju</i></p> <p>Title: <i>CEO</i></p> <p>Telephone No.: <i>559 222-7325</i> Date: <i>9/1/11</i></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

Proposal 12(a)
Contract Number: 16-02-C

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Fresno County 2. Contract DBE Goal: 4%
 3. Project Description: Calwa ADA Paths on Grove Avenue and Jensen Avenue
 4. Project Location: Calwa
 5. Bidder's Name: Witbro, Inc. DBA Seal Rite Paving Prime Certified DBE: 7. Bid Amount: \$257,843.00
 8. Total Dollar Amount for ALL Subcontractors: \$119,145.00 9. Total Number of ALL Subcontractors: 4

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
13-18	Concrete	41872	Madera Concrete Company 25095 Brook Dr., Madera, Ca	112,355.18
2	Traffic control (Partial)	35799	M. S. Lee Enterprises, Inc. 1908 Coventry Ave., Clovis, CA	5,000.00
3	Prepare water pollution control Program	37923	Alan Mok Engineering 7415 N. Palm Ave. #101, Fresno	500.00
Local Agency to Complete this Section				
21. Local Agency Contract Number: <u>110-02-C</u>			15. TOTAL CLAIMED DBE PARTICIPATION	\$117,855.18
22. Federal-Aid Project Number: <u>ATPL-5942(259)</u>				45.71 %
23. Bid Opening Date: <u>9/1/16</u>				
24. Contract Award Date: <u>9/27/16</u>				
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable, with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's Signature <u>Erin Haagenson</u>		26. Date <u>9/27/16</u>	16. Preparer's Signature <u>Brooke Ashjian</u>	17. Date <u>9/2/16</u>
27. Local Agency Representative's Name <u>Erin Haagenson</u>		28. Phone <u>(559) 600-4528</u>	18. Preparer's Name <u>Brooke Ashjian</u>	19. Phone <u>559-222-7325</u>
29. Local Agency Representative's Title <u>Senior Staff Analyst</u>			20. Preparer's Title <u>CFO</u>	

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
 (2) Copy – Include in award package to Caltrans District Local Assistance
 (3) Original – Local agency files

Proposal 13(a), Contract Number: 16-02-C

July 23, 2015

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. ATPL-5942(259) Bid Opening Date 9/1/16

The County of Fresno established a Disadvantaged Business Enterprise (DBE) goal of 4 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
N/A	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Alert-O-Lite	8/29/16	Call 9/1/16
M S Lee Enterprises	8/29/16	Call 9/1/16
Madera Concrete	8/29/16	Call 9/1/16
Fresno Concrete	8/29/16	Call 9/1/16

Proposal 14(a)
Contract Number 16-02-C

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Traffic Control	N			
Concrete	N			

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Fresno Concrete 5450 S Villa Avenue, Fresno, CA 93725 High (559) 834-2031
Alert-O-Lite 2379 S. "G" Street, Fresno, CA 93721 No bid (559) 486-4570

Names, addresses and phone numbers of firms selected for the work above:

Alan Mok Engineering 7415 N Palm Avenue #101, Fresno, CA 93711 432-6879
M S Lee Enterprises 1908 Coventry Ave., Clovis, CA 93611 217-4851
Madera Concrete 25095 Brook Dr, Madera, CA 93638 474-1395

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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N/A

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting his bid.)

GUARANTY

To the Owner: County of Fresno

**CALWA ADA PATHS ON GROVE AVENUE AND
JENSEN AVENUE**

CONTRACT NUMBER: 16-02-C

The undersigned guarantees the construction and installation of the following work included in this project:

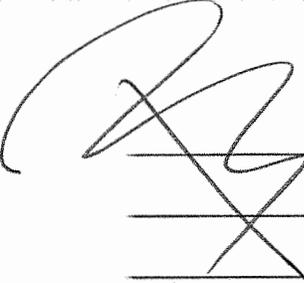
ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Date:

10/5/16



Contractor:

Seoul Nite Paving

Proposal 16

Contract Number: 16-02-C

A G R E E M E N T

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between Witbro, Inc. DBA Seal Rite Paving hereinafter called the Contractor, and the County of Fresno hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

NINTH STREET TO CEDAR AVENUE

FEDERAL PROJECT NUMBER: HSIP-5942(257)

CONTRACT NUMBER: 16-02-C

All in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Notice to Bidders and Special Provisions, the Wage Scale (Prevailing Wages), the, the Plans and Drawings, Addenda and Bulletins thereto, and the Proposal (the Bid Book) hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2010, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth; provided, however, that revisions to the said Standard Specifications shall apply only to the extent, if any, included in the Project Details of these specifications or as otherwise incorporated directly herein. No part of said specifications which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of TWO HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS AND 00/100 (\$257,843.00) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as

PROJECT: CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the special provisions.

ARTICLE IV. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the COUNTY OF FRESNO, STATE OF CALIFORNIA, UNITED STATES OF AMERICA, and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the County, the State, the United States and said other participating agencies, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of CONTRACTOR.

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with

PROJECT: CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A and FSC VIII or better.

The Certificate of Insurance shall be issued in duplicate, to the COUNTY OF FRESNO and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M Best Company rating of A FSC VII or better.

Without limiting the COUNTY'S right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits not less than those shown in the following table:

PROJECT: CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

Liability Insurance Requirements

Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
≤ \$10,000,000				
> \$10,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
≤ \$25,000,000				
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the of the nature of this contract.

Such Commercial General Liability insurance shall name the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance policy naming COUNTY as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage.

Within eight (8) days from date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Design Division, 2220 Tulare St, 6th Floor, Fresno, CA 93721, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for an premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance an any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents, and employees

PROJECT: CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.

C. Professional Liability

If CONTRACTOR is a licensed professional or employs professional staff, (e.g., Architect, Engineer, Surveyor, etc.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate with a provision for 3 year tail coverage.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

ARTICLE VI. Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in duplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in duplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. Governing Law – Venue for any action arising out of or relating to this Agreement shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California.

PROJECT: CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE

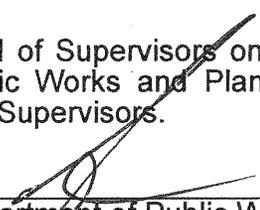
ARTICLE IX: USE OF UNITED STATES FLAG VESSELS: The Contractor agrees:

(1) To utilize privately owned United States-flag commercial vessels to ship at least 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 United 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.

This Contract, 16-02-C, was awarded by the Board of Supervisors on September 27, 2016. It has been reviewed by the Department of Public Works and Planning and is in proper order for signature of the Chairman of the Board of Supervisors.



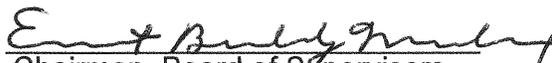
Director of the Department of Public Works and Planning

IN WITNESS WHEREOF, they have executed this Agreement this 12th day of October, 2016

COUNTY OF FRESNO
(OWNER)

Seel Nite Paving
(CONTRACTOR)

77-0419978
(Taxpayer Federal I.D. No.)

By 
Chairman, Board of Supervisors

By 
Title CEO

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy



Bond No. 1531353
Premium: \$3,713.00

CINCINNATI, OHIO

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, WITBRO, INC. DBA SEAL RITE PAVING & GRADING

as principal, and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of Ohio as Surety, are held and firmly bound unto COUNTY OF FRESNO

as Obligee, in the sum of **TWO HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED FORTY THREE AND NO/100**

Dollars (\$ **257,843.00**) for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 6th day of October, 2016

WHEREAS the Principal and the Obligee have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 27th day of September, 2016 for Calwa ADA Paths on Grove Avenue and Jensen Avenue, Ninth Street to Cedar Avenue
Federal Project Number: HSIP-5942(257) Contract Number: 16-02-C

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principals failure to complete the work in accordance with the terms of the contract, then this obligation shall be void; otherwise it shall remain in force.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately given by the Obligee to the Surety and shall be forwarded by registered mail to the Surety at its Administrative Office at 580 Walnut Street, Cincinnati, Ohio 45202.

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Obligee; but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards.

WITBRO, INC. DBA SEAL RITE PAVING & GRADING
Principal

By:

GREAT AMERICAN INSURANCE COMPANY

By:
Jennifer Loper, Attorney-in-Fact

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

WITBRO, INC. DBA SEAL
RITE PAVING & GRADING
4237 West Swift Avenue
Fresno, CA 93722

OWNER:

(Name, legal status and address)

COUNTY OF FRESNO
2220 Tulare St., 6th Floor
Fresno, CA 93721

CONSTRUCTION CONTRACT

Date: September 27, 2016

Amount: \$ 257,843.00

Description:

(Name and location)

Calwa ADA Paths on Grove Avenue and Jensen Avenue
Ninth Street to Cedar Avenue, Federal Project Number: HSIP-5942(257)
Contract Number: 16-02-C

BOND

Date: October 6, 2016

(Not earlier than Construction Contract Date)

Amount: \$ 257,843.00

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
WITBRO, INC. DBA SEAL RITE PAVING

& GRADING
Signature: _____

Name and

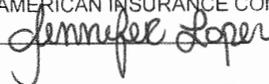
Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

GREAT AMERICAN INSURANCE COMPANY

Signature: 

Name and

Title:

Jennifer Loper, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

ALLIANT INSURANCE SERVICES, INC.

641 S. Ham Lane, Suite B

Lodi, CA 95242

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Int.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: That if said Contractor shall fail to pay (1) Any of the persons named in Civil Code Section 3181, (2) amounts due under the Unemployment Insurance Code for work or labor performed in connection with said contract by any such Claimant, or (3) any amounts required to be deducted, withheld and paid over to the employment Development Department and to the Franchise Tax Board from wages of the employees of Contractor and his subcontractors with respect to such work and labor, pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety or Sureties herein will pay for the same in an aggregate amount not exceeding the sum specified in this bond, and also in case suit is brought upon the bond, a reasonable Attorney's fee, to be fixed by the court, otherwise the above obligation shall be void.
(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

4237 W. Swift Ave
Fresno, CA 93722

init.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin

On October 6, 2016 before me, K.Solari, Notary Public
(insert name and title of the officer)

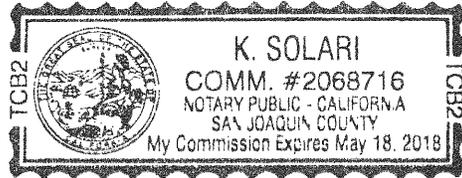
personally appeared Jennifer Loper,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14840

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DANIEL M. CONNOLLY	ALL OF	ALL
KAREN AMIN	LODI,	\$100,000,000.00
JENNIFER LOPER	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal herewith affixed this 24th day of March, 2015
GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 24th day of March, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



JENNIFER MARIE RIPPY
Notary Public, State of Ohio
My Commission Expires
June 20, 2018

Jennifer Marie Rippy

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 6th day of October, 2016.



Stephen C. Beraha
Assistant Secretary



WITBINC-01

GMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Lodi-Alliant Insurance Services, Inc. 641 South Ham Ln Ste. B Lodi, CA 95242	CONTACT NAME: Greg Miller	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: GMiller@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Security National Insurance Company		19879
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Witbro, Inc. dba Seal Rite Paving & Grading
4237 West Swift Avenue
Fresno, CA 93722

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		SWC1125456	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CALWA ADA Paths on Grove Avenue and Jensen Avenue; Ninth Street to Cedar Avenue
Federal Project Number: HSIP-5942(257); Contract Number: 16-02-C

CERTIFICATE HOLDER County of Fresno Design Division 2220 Tulare Street, 6th Floor Fresno, CA 93721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barlocker Insurance Agency, Inc. License #0580438 470 E Herndon Ave, Suite 100 Fresno CA 93720		CONTACT NAME: Michelle Pippin PHONE (A/C, No, Ext): (559) 431-3380 E-MAIL ADDRESS: mpippin@barlocker.com FAX (A/C, No): (559) 431-5613																						
INSURED Witbro, Inc. DBA: Seal Rite Paving & Grading 4237 W. Swift Fresno CA 93722		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>National Fire Insurance Company</td> <td>20478</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Insurance Company	20478	INSURER B:	Continental Casualty Company	20443	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER B:	Continental Casualty Company	20443																						
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 16/17 PKG REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			5094991444	7/20/2016	7/20/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			6013970779	7/20/2016	7/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property					6013970751	7/20/2016

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: #HSIP-5942(257) Contract #16-02-C - Calwa ADA paths on Grove Avenue and Jensen Avenue. County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this agreement are concerned.

CERTIFICATE HOLDER County of Fresno 2220 Tulare St. 6th Floor Fresno, CA 93721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Josh Barlocker/MIPIPP
--	---



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in B.1. above; or
 - d. That afforded to you under this policy,
 whichever is less.
4. Notwithstanding anything to the contrary in Condition 4. **Other Insurance** (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

October 12, 2016

Brooke Ashjian, Chief Financial Officer
Witbro, Inc. DBA Seal Rite Paving
4237 W. Swift Avenue
Fresno, CA 93722

Subject: NOTICE OF APPROVAL, Calwa ADA Paths On Grove and Jensen Ave;
Contract No. 16-02-C

The contract between your firm and the County of Fresno for the referenced project became operative on October 12, 2016. Two copies of the executed contract are enclosed.

A "Notice to Proceed" authorizing commencement of the work will be issued by the Construction Engineer.

The attached copy of Section 41 of the Charter of the County of Fresno is for your reference and compliance. If you have any questions contact Mitch Araki at maraki@co.fresno.ca.us or (559) 600-4501.

Sincerely,

Mohammad Alimi, Ph.D., P.E.
Design Division Engineer

Erin Haagenson,
Senior Staff Analyst

Enclosures

cc: Board of Supervisors, Auditor - Controller, Financial Services, Construction Management,
Design Division – Design Services

ATTACHMENT TO NOTICE OF APPROVAL

(Portion of the Charter of the County of Fresno)

SECTION 41. No officer or employee shall be interested directly or indirectly in any contract or transaction with the County or become a surety upon any bond given to the County.

No officer or employee shall receive any commission, money, or thing of value, or derive any profit, benefit or advantage, directly or indirectly, from or by reason of any dealings with, or service for the County, by himself or otherwise, except his lawful compensation as such officer or employee.

As to members of appointive boards and commissions only, the following standards shall apply. No appointive board or commission member shall be financially interested in any contract made by any body or board of which he is a member. The meaning of the terms "financial interest" and "made" shall be consistent with state law. Nothing contained herein shall be construed to apply to a member of a board or commission which is purely advisory.

Any violation of the provisions of this section shall render the contract or transaction involved voidable at the option of the Board of Supervisors. It shall be the duty of every officer and employee who has knowledge of any violation of the provisions of this section immediately to report such violation to the Board of Supervisors. Failing to do so, he may be removed from his office or employment. (Amended June 3, 1980.)

Fresno County Department of Public Works and Planning
 Project: Calwa ADA Paths on Grove Ave and Jensen Ave
 Contract No.: 16-02-C

Bid Opening: 09/01/16
 Award Date: 09/27/16

- Bidders**
 1 Seal Rite Paving & Grading
 2 Clean Cut Landscape
 3 Todd Companies

Seal Rite Paving & Grading
 Subcontractors for Apparent Low Bidder
 Alan Mok Engineering
 M.S. Lee Enterprises, Inc.
 T&T Pavement Marking
 Madera Concrete Co.

Clean Cut Landscape
 Subcontractors for 2nd Bidder
 Statewide Traffic Safety & Signs
 T&T Pavement Marking

Todd Companies
 Subcontractors for 3rd Bidder
 T&T Pavement Marking

ITEM NO.	QUANTITY	UNIT OF MEASURE	F, S	ITEM DESCRIPTION	Engineer's Estimate		1		2		3	
					ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
1	4	\$		CONSTRUCTION PROJECT FUNDING SIGN	\$600.00	\$2,400.00	825.00	\$3,300.00	\$1,750.00	\$7,000.00	\$1,164.39	\$4,657.56
2	1	LS	S	TRAFFIC CONTROL SYSTEM	\$17,000.00	\$17,000.00	22,000.19	\$22,000.19	\$5,167.00	\$5,167.00	\$3,341.34	\$3,341.34
3	1	LS		PREPARE WATER POLLUTION CONTROL PROGRAM	\$3,000.00	\$3,000.00	3,300.00	\$3,300.00	\$3,572	\$3,572.00	\$999	\$999.00
4	96	SF		REMOVE PAVEMENT MARKING	\$6.00	\$576.00	6.32	\$606.72	\$10.50	\$1,008.00	\$6.38	\$612.48
5	4	EA		RELOCATE MAILBOX	\$200.00	\$800.00	605.00	\$2,420.00	\$255.00	\$1,020.00	\$253.08	\$1,012.32
6	4	EA		RELOCATE ROADSIDE SIGN (METAL POST)	\$200.00	\$800.00	552.75	\$2,211.00	\$250.00	\$1,000.00	\$558.33	\$2,233.32
7	1,140	SY	F	REMOVE CONCRETE (CURB,GUTTER,SIDEWALK,DRIVEWAY)	\$20.00	\$22,800.00	15.77	\$17,977.80	\$35.00	\$39,900.00	\$19.09	\$21,762.60
8	1	LS		CLEARING AND GRUBBING	\$10,000.00	\$10,000.00	28,805.22	\$28,805.22	\$2,508.00	\$2,508.00	\$9,519.26	\$9,519.26
9	60	CY	F	ROADWAY EXCAVATION	\$20.00	\$1,200.00	95.27	\$5,716.20	\$38.00	\$2,280.00	\$284.38	\$17,062.80
10	21	EA		ROOT BARRIER	\$200.00	\$4,200.00	605.00	\$12,705.00	\$218.00	\$4,578.00	\$545.01	\$11,445.21
11	1	LS		FINISHING ROADWAY	\$5,000.00	\$5,000.00	9,782.61	\$9,782.61	\$3,567.00	\$3,567.00	\$5,050.50	\$5,050.50
12	71	TON		MINOR HOT MIX ASPHALT	\$150.00	\$10,650.00	185.74	\$13,187.54	\$181.00	\$12,851.00	\$262.20	\$18,616.20
13	400	LF		MINOR CONCRETE (CURB)	\$25.00	\$10,000.00	18.70	\$7,480.00	\$31.00	\$12,400.00	\$44.40	\$17,760.00
14	25	EA		DETECTABLE WARNING SURFACE	\$500.00	\$12,500.00	660.00	\$16,500.00	\$215.00	\$5,375.00	\$460.65	\$11,516.25
15	400	LF		MINOR CONCRETE (CURB AND GUTTER)	\$35.00	\$14,000.00	26.40	\$10,560.00	\$37.00	\$14,800.00	\$51.06	\$20,424.00
16	440	SY		MINOR CONCRETE (DRIVEWAY)	\$50.00	\$22,000.00	71.50	\$31,460.00	\$143.00	\$62,920.00	\$85.47	\$37,606.80
17	5,650	SF		MINOR CONCRETE (SIDEWALK)	\$5.00	\$28,250.00	4.73	\$26,724.50	\$5.25	\$29,662.50	\$6.44	\$36,386.00
18	370	SY		MINOR CONCRETE (CURB RAMP)	\$60.00	\$22,200.00	93.50	\$34,595.00	\$105.00	\$38,850.00	\$160.95	\$59,551.50
19	1	EA		OBJECT MARKER (TYPE P)	\$150.00	\$150.00	78.10	\$78.10	\$125.00	\$125.00	\$78.81	\$78.81
20	2	EA	S	PEDESTRIAN BARRICADE	\$1,000.00	\$2,000.00	1,100.00	\$2,200.00	\$1,187.00	\$2,374.00	\$954.60	\$1,909.20
21	20	SF		THERMOPLASTIC PAVEMENT MARKING (LIMIT LINE)	\$5.00	\$100.00	6.32	\$126.40	\$7.20	\$144.00	\$6.38	\$127.60
22	96	SF		THERMOPLASTIC PAVEMENT MARKING (CROSS WALK)	\$5.00	\$480.00	6.32	\$606.72	\$7.20	\$691.20	\$6.38	\$612.48
23	1	LS		MOBILIZATION	\$12,000.00	\$12,000.00	5,500.00	\$5,500.00	\$19,976.00	\$19,976.00	\$6,723.50	\$6,723.50
TOTAL BID (ITEMS 1-23)					\$202,106.00		\$257,843.00		\$271,768.70		\$289,008.73	

F - Final Pay Item
 S - Specialty Item

CONTRACT NUMBER: 16-02-C

Low Bidder #1
Seal Rite Paving

COUNTY OF FRESNO DEPARTMENT OF PUBLIC WORKS AND
PLANNING
CALWA ADA PATHS ON GROVE AVENUE AND JENSEN AVENUE
BID ITEM LIST

Item No.	Estimated Quantity	Unit of Measure	F,S	ITEM	Unit Price	TOTAL PRICE
1	4	EA		CONSTRUCTION PROJECT FUNDING SIGN	825 ⁰⁰	3,300 ⁰⁰
2	1	LS	S	TRAFFIC CONTROL SYSTEM	22,000	22,000 ¹⁹
3	1	LS		PREPARE WATER POLLUTION CONTROL PROGRAM	3,300 ⁰⁰	3,300 ⁰⁰
4	96	SF		REMOVE PAVEMENT MARKING	6 ³²	606 ⁷²
5	4	EA		RELOCATE MAILBOX	605 ⁰⁰	2,420 ⁰⁰
6	4	EA		RELOCATE ROADSIDE SIGN (METAL POST)	552 ⁷⁵	2,211 ⁰⁰
7	1,140	SY	F	REMOVE CONCRETE (CURB,GUTTER,SIDEWALK,DRIVEWAY)	15 ⁷⁷	17,977 ⁸⁰
8	1	LS		CLEARING AND GRUBBING	28,805 ²⁵	28,805 ²²
9	60	CY	F	ROADWAY EXCAVATION	95 ²⁷	5,716 ²⁰
10	21	EA		ROOT BARRIER	605 ⁰⁰	12,705 ⁰⁰
11	1	LS		FINISHING ROADWAY	9,782 ⁶¹	9,782 ⁶¹
12	71	TON		MINOR HOT MIX ASPHALT	185 ⁷⁴	13,187 ⁵⁴
13	400	LF		MINOR CONCRETE (CURB)	18 ²⁰	7,480 ⁰⁰
14	25	EA		DETECTABLE WARNING SURFACE	660 ⁰⁰	16,500 ⁰⁰
15	400	LF		MINOR CONCRETE (CURB AND GUTTER)	26 ⁴⁰	10,560 ⁰⁰
16	440	SY		MINOR CONCRETE (DRIVEWAY)	71 ⁵⁰	31,460 ⁰⁰
17	5,650	SF		MINOR CONCRETE (SIDEWALK)	4 ²²	26,720 ⁵⁰
18	370	SY		MINOR CONCRETE (CURB RAMP)	93 ⁵⁰	34,595 ⁰⁰
19	1	EA		OBJECT MARKER (TYPE P)	78 ¹⁰	78 ¹⁰
20	2	EA	S	PEDESTRIAN BARRICADE	1100 ⁰⁰	2,200 ⁰⁰
21	20	SF		THERMOPLASTIC PAVEMENT MARKING (LIMIT LINE)	6 ³²	126 ⁴⁰
22	96	SF		THERMOPLASTIC PAVEMENT MARKING (CROSS WALK)	6 ³²	606 ⁷²
23	1	LS		MOBILIZATION	5500 ⁰⁰	5,500 ⁰⁰
TOTAL (ITEMS 1-23)						257,843 ⁰⁰

Proposal 2A
CONTRACT NUMBER: 16-02-C

EVALUATION OF BID PROPOSAL SHEETS

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, "Abbreviations," of these special provisions.

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond (X); Certified Check (); Cashier's Check (); Cash (\$)

Bidder has and acknowledges the following addenda: _____

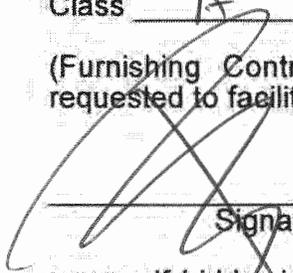
The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

FIRM NAME Withno, Inc. DBA Seal Rite Paving

Licensed in accordance with an act providing for the registration of Contractors,
Class A License No. 805588 Expires 3/13

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)



Signature of Bidder

9/1/11

Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: 4237 W. Swift Ave, Fresno 93722
Zip Code

MAILING ADDRESS: 4237 W. Swift, Fresno 93722
Zip Code

BUSINESS PHONE: (559) 222-7325 FAX NUMBER: (559) 325-0760

EMAIL ADDRESS Brooke @ Seal Rite Paving. com

Proposal 4
Contract Number 16-02-C

Federal Project Number: HSIP-5942(259)

To the Board of Supervisors, County of Fresno:

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

Brooke Ashjian
(Printed or Typed Name)

being first duly sworn, deposes and says that he or she is

CEO
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of Withrow, Inc. DBA Seal Rite Paving & Grading
(Bidding Entity)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature]
(Signature)

9/1/16
(Dated)

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

* NOTE: Completing, signing, and returning the Noncollusion Affidavit is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Proposal 5
Contract Number 16-02-C**

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposal 6
Contract Number 16-02-C

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposal 7
Contract Number 16-02-C

BIDDER: Seal Kite Paving & Grading

SUBCONTRACTORS:

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith or \$10,000, whichever is greater. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work, and their contractor's license number is REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

SUBCONTRACTOR: Alan Mok Engineering
Business Address: 7415 N. Palm Ave #101, Fremont, CA 93711
Class _____ License No. _____ DIR Registration No. 1000022024
Item No. or Description of Work: Prepare SWPPP
Dollar Amount or Percentage of Total Bid \$500
Email Address _____

SUBCONTRACTOR: _____
Business Address: M. S. Lee Enterprises, Inc.
Class A/B License No. 879274 DIR Registration No. 1000014421
Item No. or Description of Work: Traffic control partial
Dollar Amount or Percentage of Total Bid \$5,000
Email Address _____

BIDDER: Seal Rite paving

SUBCONTRACTOR: ~~Fresno concrete~~

Business Address: ~~5450 S. Villa Ave., Fresno, CA 93725~~

Class ~~C8 #12~~ License No. ~~389141~~ DIR Registration No. ~~1000001409~~

Item No. or Description of Work: ~~concrete~~

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: T & T Pavement Marking

Business Address: 3276 W. Sunset way Fresno, CA 93722

Class C-32 License No. 687921 DIR Registration No. 1000006332

Item No. or Description of Work: striping

Dollar Amount or Percentage of Total Bid \$1,290⁰⁰

Email Address _____

SUBCONTRACTOR: Madera concrete Co

Business Address: 25095 Brook Dr., Madera, CA 93638

Class C8 License No. 983821 DIR Registration No. 1000010476

Item No. or Description of Work: concrete

Dollar Amount or Percentage of Total Bid 112,355¹⁸

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

**Proposal 8(d)
Contract Number 16-02-C**

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

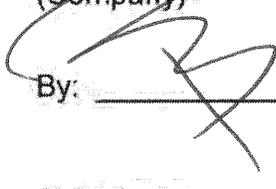
Dollar Amount or Percentage of Total Bid _____

Email Address _____

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder , proposed subcontractor , hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has , has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Withrow, Inc. DBA Sealrite Reviv
(Company)

By: 

CEO
(Title)

Date: 9/1/16

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Proposal 9
Contract Number 16-02-C

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder ✓, proposed subcontractor , under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

✓ No Exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: Withro, Inc. DBA Seal Nite Party

By: [Signature]

Date: 9/1/16

Title: CR

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) 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 awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Bidder: W. Thro, Inc DBA Sewl Rite Paving
By: [Signature]
Date: 9/1/16
Title: CR

Proposal 11
Contract Number 16-02-C

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: <input checked="" type="radio"/> a. contract <input type="radio"/> b. grant <input type="radio"/> c. cooperative agreement <input type="radio"/> d. loan <input type="radio"/> e. loan guarantee <input type="radio"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input checked="" type="radio"/> a. bid/offer/application <input type="radio"/> b. initial award <input type="radio"/> c. post-award</p>	<p>3. Report Type: <input type="radio"/> a. initial filing <input checked="" type="radio"/> b. material change <i>N/A</i></p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee withro, inc. Tier _____, if known: Seal Rite Party 4237 W. Swift Ave Fresno, CA 93722 Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only</p>		<p>Signature: _____ Print Name: <u>Brooke Ashju</u> Title: <u>CEO</u> Telephone No.: <u>559 222-9325</u> Date: <u>9/1/11</u></p> <p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

Proposal 12(a)
Contract Number: 16-02-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Proposal 12(B)

Contract Number: 16-03-C

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section				15. TOTAL CLAIMED DBE PARTICIPATION
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$	
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
 (2) Copy – Include in award package to Caltrans District Local Assistance
 (3) Original – Local agency files

Proposal 13(a), Contract Number: 16-02-C

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The County of Fresno established a Disadvantaged Business Enterprise (DBE) goal of _____ % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting his bid.)

GUARANTY

To the Owner: County of Fresno

**CALWA ADA PATHS ON GROVE AVENUE AND
JENSEN AVENUE**

CONTRACT NUMBER: 16-02-C

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Date: _____

Contractor: _____

Proposal 16
Contract Number: 16-02-C