

RULE 403 IMPLEMENTATION HANDBOOK

BEST AVAILABLE CONTROL MEASURES

The left column contains a listing of the sources of fugitive dust which are intended for emission control under District Rule 403 and a listing of control measures and high-wind measures. The right column contains a description of the best available fugitive dust control measures for each of the sources.

Source: (1) Land Clearing/Earth-Moving

CONTROL MEASURES

DESCRIPTION

- | | |
|--------------------------------|---|
| (A) Watering (pre-grading) | (1) Application of water by means of trucks, hoses and/or sprinklers prior to conducting any land clearing. This will increase the moisture content of the soils; thereby increasing its stability. |
| (A-1) Watering (post-grading) | (2) Pre-application of water to depths of proposed cuts. |
| (A-2) Pre-grading planning | (1) In active earth-moving areas water should be applied at sufficient frequency and quantity to prevent visible emissions from extending more than 100 feet from the point of origin. |
| (B) Chemical stabilizers | (1) Grade each phase separately, timed to coincide with construction phase; or
(2) Grade entire project, but apply chemical stabilizers or ground cover to graded areas where construction phase begins more than 60 days after grading phase ends. |
| (C) Wind fencing | (1) Only effective in areas which are not subject to daily disturbances.
(2) Vendors can supply information on product application and required concentrations to meet the specifications established by the Rule. |
| (D) Cover haul vehicles | (1) Three- to five-foot barriers with 50% or less porosity located adjacent to roadways or urban areas can be effective in reducing the amount of windblown material leaving a site. Must be implemented in conjunction with either measure (A-1) or (B). |
| (E) Bedliners in haul vehicles | (1) Entire surface area of hauled earth should be covered once vehicle is full.
(1) When feasible, use in bottom-dumping haul vehicles. |

HIGH WIND MEASURE

- (a) Cease all active operations; or
(b) Apply water within 15 minutes to any soil surface which is being moved or otherwise disturbed.

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Source: (2) Unpaved Roads

CONTROL MEASURES

DESCRIPTION

- | | |
|----------------------------|---|
| (F) Paving | (1) Requires street sweeping/cleaning if subject to material accumulation. |
| (G) Chemical stabilization | (1) Vendors can supply information as to application methods and concentrations to meet the specifications established by the Rule
(2) Not recommended for high volume or heavy equipment traffic use. |
| (H) Watering | (1) In sufficient quantities to keep surface moist.
(2) Required application frequency will vary according to soil type, weather conditions, and vehicular use. |
| (I) Reduce speed limits | (1) 15 mile per hour maximum. May need to be used in conjunction with watering or chemical stabilization to prevent visible emissions from crossing the property line. |
| (J) Reduce vehicular trips | (1) Access restriction or redirecting traffic to reduce vehicle trips by a minimum of 60 percent. |
| (K) Gravel | (1) Gravel maintained to a depth of four inches can be an effective measure.
(2) Should only be used in areas where paving, chemical stabilization or frequent watering is not feasible. |

HIGH WIND MEASURE

- (a) Apply a chemical stabilizer (to meet the specifications established by the Rule) prior to wind events; or
(b) Apply water once each hour; or
(c) Stop all vehicular traffic.

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Source: (3) Storage Piles

CONTROL MEASURES

DESCRIPTION

- | | |
|--|--|
| (L) Wind sheltering | (1) Enclose in silos.
(2) Install three-sided barriers equal to height of material, with no more than 50 percent porosity. |
| (M) Watering | (1) Application methods include: spray bars, hoses and water trucks.
(2) Frequency of application will vary on site-specific conditions. |
| (N) Chemical stabilizers | (1) Best for use on storage piles subject to infrequent disturbances. |
| (O) Altering load-in/load-out procedures | (1) Confine load-in/load-out procedures to leeward (downwind) side of the material.
Must be used in conjunction with either measure (L), (M), (N), or (P). |
| (P) Coverings | (1) Tarps, plastic, or other material can be used as a temporary covering.
(2) When used, these should be anchored to prevent wind from removing coverings. |

HIGH WIND MEASURE

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule) prior to wind events; or
(b) Apply water once per hour; or
(c) Install temporary covers.

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Source: (4) Paved Road Track-Out

CONTROL MEASURES

DESCRIPTION

Compliance with District Rule 403.

Paragraph (d)(5).

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Source: (5) Disturbed Surface Areas/ Inactive Construction Sites

CONTROL MEASURES

DESCRIPTION

- (Q) Chemical stabilization
- (R) Watering
- (S) Wind fencing
- (T) Vegetation
- (1) Most effective when used on areas where active operations have ceased.
- (2) Vendors can supply information on methods for application and required concentrations.
- (1) Requires frequent applications unless a surface crust can be developed.
- (1) Three- to five-foot barriers with 50% or less porosity adjacent to roadways or urban areas can be effective in reducing the amount of wind blown material leaving a site. Must be used in conjunction with either measure (Q), (R), or (T).
- (1) Establish as quickly as possible when active operations have ceased.

HIGH WIND MEASURES

- (a) Apply chemical stabilizers (to meet the specifications established by the Rule); or
- (b) Apply water to all disturbed surface areas 3 times per day.

* Use of drought tolerant, native vegetation is encouraged.

TABLE 1

BEST [REASONABLY]* AVAILABLE CONTROL MEASURES FOR HIGH WIND CONDITIONS

FUGITIVE DUST SOURCE CATEGORY	<u>CONTROL MEASURES</u>
Earth-moving	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
Disturbed surface areas	(0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR (1B) Apply chemical stabilizers prior to wind event; OR (2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR (3B) Take the actions specified in Table 2, Item (3c); OR (4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas.
Unpaved roads	(1C) Apply chemical stabilizers prior to wind event; OR (2C) Apply water twice [once] per hour during active operation; OR (3C) Stop all vehicular traffic.
Open storage piles	(1D) Apply water twice [once] per hour; OR (2D) Install temporary coverings.
Paved road track-out	(1E) Cover all haul vehicles; OR (2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
All Categories	(1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 1 may be used.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2
DUST CONTROL ACTIONS FOR EXEMPTION FROM PARAGRAPH (d)(4)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Earth-moving (except construction cutting and filling areas, and mining operations)	<p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations; OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>
Earth-moving: Construction fill areas:	<p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p>

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Earth-moving: Construction cut areas and mining operations:	(1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
Disturbed surface areas (except completed grading areas)	(2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 [70] percent of the unstabilized area.
Disturbed surface areas: Completed grading areas	(2c) Apply chemical stabilizers within five working days of grading completion; OR (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
Inactive disturbed surface areas	(3a) Apply water to at least 80 [70] percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (3c) Establish a vegetative ground cover within 21 [30] days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR (3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 2 (Continued)*

<u>FUGITIVE DUST SOURCE CATEGORY</u>	<u>CONTROL ACTIONS</u>
Unpaved Roads	(4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR (4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR (4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.
Open storage piles	(5a) Apply chemical stabilizers; OR (5b) Apply water to at least 80 [70] percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR (5c) Install temporary coverings; OR (5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile.
<u>All Categories</u>	(6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.

* Measures in [brackets] are reasonably available control measures and only apply to sources not within the South Coast Air Basin.

TABLE 3
TRACK-OUT CONTROL OPTIONS
PARAGRAPH (d)(5)(B)

CONTROL OPTIONS

(1)	Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.
(2)	Pave from the point of intersection with the public paved road surface, and extending for a centerline distance of at least 25 feet and a width of at least 20 feet, and install a track-out control device immediately adjacent to the paved surface such that exiting vehicles do not travel on any unpaved road surface after passing through the track-out control device.
(3)	Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.

Section 5-2
Federal Prevailing Wage Decision

General Decision Number: CA100036 06/10/2011 CA36

Superseded General Decision Number: CA20080036

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/25/2010
5	07/02/2010
6	07/23/2010
7	08/06/2010
8	08/13/2010
9	08/27/2010
10	09/03/2010
11	09/10/2010
12	09/24/2010
13	10/08/2010
14	12/03/2010
15	01/21/2011
16	02/18/2011
17	03/04/2011
18	03/18/2011
19	04/08/2011
20	04/15/2011
21	04/29/2011
22	05/06/2011
23	05/20/2011
24	05/27/2011
25	06/03/2011
26	06/10/2011

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings		

and penetrations in walls,
 floors, ceilings and curtain
 walls).....\$ 24.21 13.76

 ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....\$ 18.70		8.65

 * BOIL0092-003 05/01/2011

	Rates	Fringes
BOILERMAKER.....\$ 41.26		25.27

 BRCA0004-011 05/01/2011

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$ 35.66		10.87

 BRCA0018-004 06/01/2008

	Rates	Fringes
MARBLE FINISHER.....\$ 25.52		9.08
TILE FINISHER.....\$ 21.07		7.88
TILE LAYER.....\$ 32.05		11.99

 BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....\$ 26.59		9.62
TERRAZZO WORKER/SETTER.....\$ 33.63		10.46

 CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer, and solar panels.\$ 37.35		11.08
(2) Millwright.....\$ 37.85		11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....\$ 37.48		11.08
(4) Pneumatic Nailer, Power Stapler.....\$ 37.60		11.08
(5) Sawfiler.....\$ 37.44		11.08
(6) Scaffold Builder.....\$ 28.55		11.08
(7) Table Power Saw Operator.....\$ 37.45		11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

 CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0011-002 11/30/2010

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	10.85
Technician.....	\$ 30.23	9.76

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

 ELEC0440-001 02/28/2011

	Rates	Fringes
ELECTRICIAN		
INSIDE ELECTRICIAN.....	\$ 35.45	3%+17.49
INTELLIGENT TRANSPORTATION SYSTEMS		
Electrician.....	\$ 35.00	3%+15.14
Technician.....	\$ 26.25	3%+15.14

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
 Zone B: Any work performed in Zone (B) shall add \$8.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 01/01/2011

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 36.83	18.72
GROUP 2.....	\$ 37.61	18.72
GROUP 3.....	\$ 37.90	18.72
GROUP 4.....	\$ 39.39	18.72
GROUP 5.....	\$ 40.49	18.72
GROUP 6.....	\$ 39.61	18.72
GROUP 8.....	\$ 39.72	18.72

GROUP 9.....	\$ 40.82	18.72
GROUP 10.....	\$ 39.84	18.72
GROUP 11.....	\$ 40.94	18.72
GROUP 12.....	\$ 40.01	18.72
GROUP 13.....	\$ 40.11	18.72
GROUP 14.....	\$ 40.14	18.72
GROUP 15.....	\$ 40.22	18.72
GROUP 16.....	\$ 40.34	18.72
GROUP 17.....	\$ 40.51	18.72
GROUP 18.....	\$ 40.61	18.72
GROUP 19.....	\$ 40.72	18.72
GROUP 20.....	\$ 40.84	18.72
GROUP 21.....	\$ 41.01	18.72
GROUP 22.....	\$ 41.11	18.72
GROUP 23.....	\$ 41.22	18.72
GROUP 24.....	\$ 41.34	18.72
GROUP 25.....	\$ 41.51	18.72

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 38.18	18.72
GROUP 2.....	\$ 38.96	18.72
GROUP 3.....	\$ 39.25	18.72
GROUP 4.....	\$ 39.39	18.72
GROUP 5.....	\$ 39.61	18.72
GROUP 6.....	\$ 39.72	18.72
GROUP 7.....	\$ 39.84	18.72
GROUP 8.....	\$ 40.01	18.72
GROUP 9.....	\$ 40.18	18.72
GROUP 10.....	\$ 41.18	18.72
GROUP 11.....	\$ 42.18	18.72
GROUP 12.....	\$ 43.18	18.72
GROUP 13.....	\$ 44.18	18.72

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 38.68	18.72
GROUP 2.....	\$ 39.46	18.72
GROUP 3.....	\$ 39.75	18.72
GROUP 4.....	\$ 39.89	18.72
GROUP 5.....	\$ 40.11	18.72
GROUP 6.....	\$ 40.22	18.72
GROUP 7.....	\$ 40.34	18.72

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator

operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power

driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single

engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;
Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western
or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist
operator (Chicago boom and similar type); Lift mobile
operator; Lift slab machine operator (Vagtborg and similar
types); Material hoist and/or manlift operator; Polar
gantry crane operator; Self Climbing scaffold (or similar
type); Shovel, backhoe, dragline, clamshell operator (over
3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline,
clamshell operator (over 5 cu. yds. mrc); Tower crane
repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton
capacity); Crawler transporter operator; Derrick barge
operator (up to and including 25 ton capacity); Hoist
operator, stiff legs, Guy derrick or similar type (up to
and including 25 ton capacity); Shovel, backhoe, dragline,
clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including
50 tons mrc); Derrick barge operator (over 25 tons up to
and including 50 tons mrc); Highline cableway operator;
Hoist operator, stiff legs, Guy derrick or similar type
(over 25 tons up to and including 50 tons mrc); K-crane
operator; Polar crane operator; Self erecting tower crane
operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and
including 100 tons mrc); Derrick barge operator (over 50
tons up to and including 100 tons mrc); Hoist operator,
stiff legs, Guy derrick or similar type (over 50 tons up to
and including 100 tons mrc), Mobile tower crane operator
(over 50 tons, up to and including 100 tons M.R.C.); Tower
crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and
including 200 tons mrc); Derrick barge operator (over 100
tons up to and including 200 tons mrc); Hoist operator,
stiff legs, Guy derrick or similar type (over 100 tons up
to and including 200 tons mrc); Mobile tower crane operator
(over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including
300 tons mrc); Derrick barge operator (over 200 tons up to
and including 300 tons mrc); Hoist operator, stiff legs,
Guy derrick or similar type (over 200 tons, up to and
including 300 tons mrc); Mobile tower crane operator (over
200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge
operator (over 300 tons); Helicopter pilot; Hoist operator,
stiff legs, Guy derrick or similar type (over 300 tons);
Mobile tower crane operator (over 300 tons)

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County.

line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE $\frac{1}{4}$ of Section 32, T24S, R37E, MDM.

Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 09/01/2010

	Rates	Fringes
Brick Tender.....	\$ 27.17	12.40

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1.....	\$ 31.24	12.51
GROUP 2.....	\$ 31.56	12.51
GROUP 3.....	\$ 32.02	12.51
GROUP 4.....	\$ 32.71	12.51
LABORER		
GROUP 1.....	\$ 26.33	16.00
GROUP 2.....	\$ 26.88	16.00
GROUP 3.....	\$ 27.43	16.00
GROUP 4.....	\$ 28.98	16.00
GROUP 5.....	\$ 29.33	16.00

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunitite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and

similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2010

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	11.65
(2) Vehicle Operator/Hauler.	\$ 27.22	11.65
(3) Horizontal Directional Drill Operator.....	\$ 29.07	11.65
(4) Electronic Tracking Locator.....	\$ 31.07	11.65
Laborers: (STRIPING/SLURRY		

SEAL)

GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56
GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

 PAIN0036-001 01/01/2011

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.05	10.08
(2) All Other Work.....	\$ 29.32	10.08

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

 PAIN0036-008 01/05/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	12.94

 PAIN0036-015 01/01/2011

	Rates	Fringes
GLAZIER.....	\$ 36.90	21.78

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
 from the third (3rd) floor and up Additional \$1.25 per
 hour for work on the outside of the building from a swing
 stage or any suspended contrivance, from the ground up

 PAIN1247-002 01/01/2010

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

 PLAS0200-009 08/04/2010

	Rates	Fringes
PLASTERER.....	\$ 30.21	14.23

 PLAS0500-002 07/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 29.50	19.85

 PLUM0016-001 07/01/2010

	Rates	Fringes
PLUMBER/PIPEFITTER		
(1) Work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 30.32	14.98
(2) Work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 37.74	16.66
(3) All other work.....	\$ 38.92	17.64

 PLUM0345-001 07/01/2010

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 27.35	14.59
Sewer & Storm Drain Work....	\$ 26.43	16.47

 ROOF0036-002 08/01/2010

	Rates	Fringes
ROOFER.....	\$ 34.65	9.07

FOOTNOTE: Pitch premium: Work on which employees are exposed
 to pitch fumes or required to handle pitch, pitch base or
 pitch impregnated products, or any material containing coal
 tar pitch, the entire roofing crew shall receive \$1.75 per
 hour "pitch premium" pay.

 SFCA0669-002 04/01/2011

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.75

 SHEE0105-003 01/01/2011

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 42.54	17.87
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 36.92	23.79

 TEAM0011-002 07/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy

equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 6
FEDERAL REQUIREMENTS FOR FEDERAL AID
CONSTRUCTION PROJECTS

SECTION 6. 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.)

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- 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."

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.....
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]

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

(Exclusive of Appalachian Contracts)

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such

records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

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

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available

may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding re-

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garding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

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for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil 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;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

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d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the el-

igibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion-Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XII. CERTIFICATION REGARDING USE OF
CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women
 (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

	Goal (Percent)
174 Redding, CA:	
Non-SMSA Counties	6.8
CA Lassen; CA Modoc;	
CA Plumas; CA Shasta;	
CA Siskiyou; CA Tehama.	
175 Eureka, CA:	
Non-SMSA Counties	6.6
CA Del Norte; CA Humboldt;	
CA Trinity.	
176 San Francisco-Oakland-San Jose, CA:	
SMSA Counties:	
7120 Salinas-Seaside-	
Monterey, CA.....	28.9
CA Monterey.	
7360 San Francisco-Oakland, CA.....	25.6
CA Alameda; CA Contra Costa;	
CA Marin; CA San Francisco;	
CA San Mateo.	
7400 San Jose, CA.....	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.....	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA.....	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA.....	17.1
CA Napa; CA Solano	
Non-SMSA Counties	23.2
CA Lake; CA Mendocino;	
CA San Benito.	

177 Sacramento, CA:

SMSA Counties:	
6920 Sacramento, CA.....	16.1
CA Placer; CA Sacramento;	
CA Yolo.	
Non-SMSA Counties.....	14.3
CA Butte; CA Colusa;	
CA El Dorado; CA Glenn;	
CA Nevada; CA Sierra;	
CA Sutter; CA Yuba.	

178 Stockton-Modesto, CA:

SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA	24.3
CA San Joaquin.	
Non-SMSA Counties.....	19.8
CA Alpine; CA Amador;	
CA Calaveras; CA Mariposa;	
CA Merced; CA Tuolumne.	

179 Fresno-Bakersfield, CA:

SMSA Counties:	
0680 Bakersfield, CA.....	19.1
CA Kern.	
2840 Fresno, CA.....	26.1
CA Fresno.	
Non-SMSA Counties.....	23.6
CA Kings; CA Madera;	
CA Tulare.	

180 Los Angeles, CA:

SMSA Counties:	
0360 Anaheim-Santa Ana-Garden	
Grove, CA.....	11.9
CA Orange.	
4480 Los Angeles-Long	
Beach, CA.....	28.3
CA Los Angeles.	
6000 Oxnard-Simi Valley-	
Ventura, CA	21.5
CA Ventura.	

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6780 Riverside-San Bernardino- Ontario, CA.....	19.0
CA Riverside; CA San Bernardino.	
7480 Santa Barbara-Santa Maria- Lompoc, CA.....	19.7
CA Santa Barbara.	
Non-SMSA Counties.....	24.6
CA Inyo; CA Mono; CA San Luis Obispo.	
181 San Diego, CA:	
SMSA Counties	
7320 San Diego, CA.....	16.9
CA San Diego.	
Non-SMSA Counties.....	18.2
CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

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(To be used, when applicable, in Federal-aid projects)
*Insert number of trainees.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

FEDERAL REQUIREMENT TRAINING

SPECIAL PROVISION. -- As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 18.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the

Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he

has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

- DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

Disadvantaged Business Enterprises (DBE) Certification Status Change

Form CP-CEM 2403(F) (New 10/99)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

SECTION 7. (BLANK)

SECTION 8 MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 BUY AMERICA REQUIREMENTS:

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

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

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

8-1.02

SLAG AGGREGATE:

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

1. Structure backfill material.
2. Pervious backfill material.
3. Permeable material.
4. Reinforced or prestressed portland cement concrete component or structure.
5. Nonreinforced portland cement concrete component or structure for which a Class 1 Surface Finish is required by the provisions in Section 51-1.18B, "Class 1 Surface Finish," of the Standard Specifications.

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

1. Imported Borrow.
2. Aggregate Subbase.
3. Class 2 Aggregate Base.
4. Hot Mix Asphalt.

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

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

The supplier shall notify the Transportation Laboratory when each

stockpile is completed and controlled aging begun. No more aggregate shall be added to the stockpile unless a new aging period is initiated. A further notification shall be sent when controlled aging is completed.

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

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

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

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

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

The combined slag aggregate shall conform to the specified grading for the item in which it is used. The grading will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portion of the aggregate or between blends of different aggregates.

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

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

Slag aggregate used for embankment construction shall not be placed

within 0.46-m of finished slope lines, measured normal to the plane of the slope.

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

Steel slag aggregate shall be stored separately from iron blast furnace slag aggregate and each type of slag aggregate shall also be stored separately from natural aggregate.

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

If steel slag aggregates are used to produce hot mix asphalt, and if the specific gravity of a compacted stabilometer test specimen is in excess of 2.40, the quantity of hot mix asphalt to be paid for will be reduced. The stabilometer test specimen will be fabricated in conformance with the procedures in California Test 304 and the specific gravity of the specimen will be determined in conformance with Method C of California Test 308. The pay quantity of hot mix asphalt will be determined by multiplying the quantity of hot mix asphalt placed in the work by 2.40 and dividing the result by the specific gravity of the compacted stabilometer test specimen.

Such reduction in quantity will be determined and applied as often as is necessary to ensure accurate results as determined by the Engineer.

8-1.03

YEAR 2000 COMPLIANCE:

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

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

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

8-1.04

TESTING:

Whenever a reference is made in the specifications to any of the California Test numbers specified below the corresponding ASTM Designation or AASHTO Designation test numbers may be used to determine the quality of materials

California Test	ASTM Designation	AASHTO Designation
216	D 1557	T 180
231	D 2922	T 238
203	D 422	T 88
204	D 4318	T 89 (a)
		T 90 (b)
504	C 231	T 152
518	C 138	T 121
521	C 39	T 22
523	C 293 (c)	T 177 (c)
	C 78 (d)	T 97 (d)
533	C 360	--
211	C 131 (e)	T 96 (f)
	C 535 (g)	--

Notes:

- (a) Determining the Liquid Limit of Soils.
- (b) Determining the Plastic Limit and Plasticity Index of Soils.
- (c) Flex Strength of Concrete
(Using Simple Beam with Center Point Loading).
- (d) Flexural Strength of Concrete
(Using the Simple Beam with Third Point Loading).
- (e) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact on the Los Angeles Machine.
- (f) Resistance to Degradation of Small- Size Coarse Aggregate by Use of the Los Angeles Machine.
- (g) Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

8-1.05 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS:

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

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

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

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT

ASTM Designation: A 82

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

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION NUMBER ¹ SHOWN ON THE PLANS	BAR DESIGNATION NUMBER ² TO BE SUBSTITUTED
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

¹Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

²Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

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

SUBSTITUTION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

METRIC SIZE SHOWN ON THE PLANS mm	SIZE TO BE SUBSTITUTED inch
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13, 12.70, or M12	1/2
14 or 14.29	9/16
16, 15.88, or M16	5/8
19, 19.05, or M20	3/4
22, 22.22, or M22	7/8
24, 25, 25.40, or M24	1
29, 28.58, or M27	1-1/8
32, 31.75, or M30	1-1/4
35 or 34.93	1-3/8
38, 38.10, or M36	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

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

SUBSTITUTION TABLE FOR WIRE

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

SUBSTITUTION TABLE FOR PIPE PILES

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

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

SUBSTITUTION TABLE FOR CIDH CONCRETE PILING

METRIC SIZE SHOWN ON THE PLANS	ACTUAL AUGER SIZE TO BE SUBSTITUTED inches
350 mm	14
400 mm	16
450 mm	18
600 mm	24
750 mm	30
900 mm	36
1.0 m	42
1.2 m	48
1.5 m	60
1.8 m	72
2.1 m	84
2.4 m	96
2.7 m	108
3.0 m	120
3.3 m	132
3.6 m	144
4.0 m	156

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

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

SUBSTITUTION TABLE FOR NAILS AND SPIKES

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

SUBSTITUTION TABLE FOR IRRIGATION COMPONENTS

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

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

8-1.06 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS:

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

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

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

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental

request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

1. Apex, Model 921AR (100 mm x 100 mm)
2. Ennis Paint, Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and C80FH
3. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm) and ARC Round Shoulder (100 mm x 100 mm)
4. 3M Series 290 (89 mm x 100 mm)
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (100 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

1. Ennis Paint, Model 948 (58 mm x 119 mm)
2. Ennis Paint, Model 944SB (51 mm x 100 mm)*
3. Ray-O-Lite, Model 2002 (51 mm x 117 mm)
4. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective, 100-mm Round

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

PAVEMENT MARKERS, TEMPORARY TYPE

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

1. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 5730
7. 3M, "Stamark" Series 420 (For transverse application only)

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

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series A750
8. 3M Series A145, Removable Black Line Mask
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 150 mm x 150 mm

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700-mm

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

Special Use Type, 1700-mm

1. Filtrona Extrusion, Model FG 560 (with 450-mm U-Channel base)
2. Carsonite, "Survivor" (with 450-mm U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 450-mm U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 450-mm U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 200-mm pavement anchor (SH248-GP1)
8. Safe-Hit with 380-mm soil anchor (SH248-GP2) and with 450-mm soil anchor (SH248-GP3)

Surface Mount Type, 1200-mm

1. Bent Manufacturing Company, Masterflex Model MF-180EX-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 900-mm

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
2. Filtrona Extrusion, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX

3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series

Lane Separation System

1. Filtrona Extrusion, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb

CONICAL DELINEATORS, 1070-mm

(For 700-mm Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-1070 mm"
3. Traffix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

OBJECT MARKERS

Type "K", 450-mm

1. Filtrona Extrusion, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

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

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Filtrona Extrusion, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

1. ARTUK, "FB"
2. Filtrona Extrusion, Models PCBM-12 and PCBM-T12
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9304

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD

4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

1. Filtrona Extrusion, "Mini" (75 mm x 254 mm)
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 400-mm

(For use to the right of traffic)

1. Filtrona Extrusion, Model PCBM T-16
2. Safe-Hit, Model SH216RBM

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

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

(Place top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686-mm

1. Filtrona Extrusion, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 100-mm and 150-mm Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

Drums

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

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

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

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

1. Avery Dennison, W-2100 Series

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

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

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

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

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

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

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

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

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

1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

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

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

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

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

SPECIALTY SIGNS

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

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Intoplast Group "InteCel" (13 mm for Post-Mounted CZ Signs, 1200 mm or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 1400 mm.

1. Alcan Composites "Dibond Material, 2 mm"
2. Mitsubishi Chemical America, Alpolic 350

8-1.07 STATE-FURNISHED MATERIALS:

State Furnished Materials shall conform to the requirements of Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

- A. Padlocks for walk gates, and external cabinet for battery backup system.
- B. Disks for survey monuments.
- C. Model 2070 controller assemblies, including controller unit, completely wired controller cabinet, and inductive loop detector sensor units.
- D. Components of battery backup system:
 - 1. Inverter/charger unit
 - 2. Power transfer relay
 - 3. Manually-operated bypass switch
 - 4. Battery harness
 - 5. Utility interconnect wires
 - 6. Battery temperature probe
 - 7. Relay contact wires

State Furnished Materials will be furnished to the Contractor at Caltrans District 8, Electrical Maintenance Station, 175 W. Cluster St. San Bernardino, 92408.

8-1.08 REFERENCE SPECIFIC BRANDS OR PRODUCTS:

Although the Special Provisions and construction plans reference specific brands or products, the intent of these references is as a guideline only, and products from alternate manufacturers will be accepted, provided that the product and its performance are a close approximation of the specified product. The Contractor shall submit information and specifications of the proposed alternate product to the Engineer for evaluation and approval prior to placing an order with the vendor.

SECTION 8-2. (CONCRETE)

8-2.01 PORTLAND CEMENT CONCRETE:

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

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of supplementary cementitious material in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Before the testing starts, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

1. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on each test of the previous 2 sets of concrete samples.
2. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

If the aggregates used in the concrete are on the Department's list, the minimum amount of supplementary cementitious material shall conform to the following:

1. If fly ash or natural pozzolan conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 15 percent by mass of the total cementitious material; or
2. If silica fume conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 7 percent by mass of the total cementitious material.

The limitation on tricalcium silicate (C_3S) content in Type II cement specified in Section 90-2.01A, "Cement," of the Standard Specifications shall not apply.

SECTION 8-3. (WELDING)

8-3.01 WELDING:

GENERAL

Flux cored welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform welding for this project. Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans, or in these special provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	2006
D1.4	2005
D1.5	2002
D1.6	1999

Requirements of the AWS welding codes shall apply unless otherwise specified in the Standard Specifications, on the plans, or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or AASHTO/AWS.

Section 6.1.1.1 of AWS D1.5 is replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing of each weld joint prior to welding, during welding, and after welding as specified in this section and as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

Unless otherwise specified, Sections 6.1.3 through 6.1.4.3 of AWS D1.1, Section 7.1.2 of AWS D1.4, and Sections 6.1.1.2 through 6.1.3.3 of AWS D1.5 are replaced with the following:

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding

Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors." The Assistant QC Inspector may perform inspection under the direct supervision of the QC Inspector provided the assistant is always within visible and audible range of the QC Inspector. The QC Inspector shall be responsible for signing all reports and for determining if welded materials conform to workmanship and acceptance criteria. The ratio of QC Assistants to QC Inspectors shall not exceed 5 to 1. When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

When any work is welded in conformance with the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications, not including Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications, Section 6.1.4 of AWS D1.1 is replaced with the following:

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship and shall be currently certified as an AWS CWI in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors," or as a Welding Inspector Specialist (WIS) in conformance with the requirements in AWS B5.2, "Specification for the Qualification of Welding Inspector Specialists and Welding Inspector Assistants."

Section 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

- A. Certified NDT Level II technicians, or;
- B. Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians.

Section 6.5.4 of AWS D1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, joint fit-up, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved Welding Procedure Specification (WPS) are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 6.26. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in

welds and base metal, and for other discontinuities shall be aided by strong light, magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 7.6.5 of AWS D1.4 and Section 6.6.5 of AWS D1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS or other specified welding codes, in the Standard Specifications, or in these special provisions. Except as provided for in these special provisions, additional NDT required by the Engineer, and associated repair work, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Prior to release of welded material by the Engineer, if testing by NDT methods other than those originally specified discloses an attempt to defraud or reveals a gross nonconformance, all costs associated with the repair of the deficient area, including NDT of the weld and of the repair, and any delays caused by the repair, shall be at the Contractor's expense. A gross nonconformance is defined as the sum of planar type rejectable indications in more than 20 percent of the tested length.

When less than 100 percent of NDT is specified for any weld, it is expected that the entire length of weld meet the specified acceptance-rejection criteria. Should any welding deficiencies be discovered by additional NDT directed or performed by the Engineer that utilizes the same NDT method as that originally specified, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

Repair work to correct welding deficiencies discovered by visual inspection directed or performed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means approved by the Engineer.

Inspection and approval of all joint preparations, assembly practices, joint fit-ups, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day welding is performed. For each inspection, including fit-up, Welding Procedure Specification (WPS) verification, and final weld inspection, the QC Inspector shall confirm and document compliance with the requirements of the AWS or other specified code criteria and the requirements of these special provisions on all welded joints before welding, during welding, and after the completion of each weld.

In addition to the requirements specified in the applicable code, the period of

effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

In addition to the requirements of AWS D1.1, welding procedures qualification for work welded in conformance with that code shall conform to the following requirements:

- A. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.1, Section 4.1.1, shall be consistent for each pass in a weld joint and shall in no case vary by more than ± 10 percent for travel speed, ± 10 percent for amperage, and ± 7 percent for voltage as measured from a predetermined target value or average within each weld pass. The travel speed shall in no case vary by more than ± 15 percent when using submerged arc welding.
- B. When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

In addition to the requirements of AWS D1.5, Section 5.12 or 5.13, welding procedures qualification for work welded in conformance with that code shall conform to the following requirements:

- A. Unless considered prequalified, fillet welds shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR).
- B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, a minimum of two WPS qualification tests are required. The tests shall be conducted using both Figure 5.1 and Figure 5.3. The test conforming to Figure 5.1 shall be conducted in conformance with AWS D1.5, Section 5.12 or 5.13. The test conforming to Figure 5.3 shall be conducted using the welding electrical parameters that were established for the test conducted conforming to Figure 5.1. The ranges of welding electrical parameters established during welding per Figure 5.1 in conformance with AWS D1.5, Section 5.12, shall be further restricted according to the limits in Table 5.3 during welding per Figure 5.3.
- C. Multiple zones within a weld joint may be qualified. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.5 Section 5.13 shall be consistent for each pass in a weld joint, and shall in no case vary by more than ± 10 percent for travel speed, ± 10 percent for amperage, and ± 7 percent for voltage as measured from a

predetermined target value or average within each weld pass or zone. The travel speed shall in no case vary by more than ± 15 percent when using submerged arc welding.

- D. For a WPS qualified in conformance with AWS D1.5 Section 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Section 5.12 or 5.13.
- E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Section 5.19.3.
- F. When a nonstandard weld joint is to be made using a combination of WPSs, a test conforming to Figure 5.3 may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 5.3.
- G. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 75 mm in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5 Section 6.26.2, excluding Section 6.26.2.2. Test plates that do not comply with both tests shall not be used.

WELDING QUALITY CONTROL

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

Unless otherwise specified, welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," or Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications.

All welding will require inspection by the Engineer. The Contractor shall request inspection at least 3 working days prior to the beginning of welding for locations within California and 5 working days for locations outside of California. The Contractor shall request inspection at:

<http://www.dot.ca.gov/hq/esc/Translab/smbforms.htm>

Continuous inspection shall be provided when any welding is being performed. Continuous inspection, as a minimum, shall include having a QC Inspector within such close proximity of all welders or welding operators so that inspections by the

QC Inspector of each welding operation at each welding location does not lapse for a period exceeding 30 minutes.

When joint weld details that are not prequalified to the details of Section 3 of AWS D1.1 or to the details of Figure 2.4 or 2.5 of AWS D1.5 are proposed for use in the work, the joint details, their intended locations, and the proposed welding parameters and essential variables, shall be approved by the Engineer. The Contractor shall allow the Engineer 2 weeks to complete the review of the proposed joint detail locations. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. Upon approval of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details shall perform a qualification test plate using the WPS variables and the joint detail to be used in production. The test plate shall have the maximum thickness to be used in production and a minimum length of 460 mm. The test plate shall be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The Engineer will witness all qualification tests for WPSs that were not previously approved by the Department. Unless otherwise specified, an approved independent third party will witness the qualification tests for welders or welding operators. The independent third party shall be a current CWI and shall not be an employee of the contractor performing the welding. The Contractor shall allow the Engineer 2 weeks to review the qualifications and copy of the current certification of the independent third party. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. The Contractor shall notify the Engineer one week prior to performing any qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, reviewing, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall be a registered professional engineer or shall be currently certified as a CWI.

Unless the QCM is hired by a subcontractor providing only QC services, the QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Welding inspection personnel or NDT firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The work is welded in conformance with AWS D1.5 and is performed at a permanent fabrication or manufacturing facility that is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges and Fracture Critical endorsement F, when applicable.
- B. The welding is performed on pipe pile material at a permanent pipe manufacturing facility authorized to apply the American Petroleum Institute (API) monogram for API 5L pipe.

For welding performed at such facilities, the inspection personnel or NDT firms may be employed or compensated by the facility performing the welding provided the facility maintains a QC program that is independent from production.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a prewelding meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing welding or inspection for this project, shall be held to discuss the requirements for the WQCP.

The Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 2 copies of a separate WQCP for each subcontractor or supplier for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 2 weeks to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or any addendum to the approved WQCP shall be submitted to, and approved in writing by the Engineer, for proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for revisions to the WQCP, including but not limited to a revised WPS; additional welders; changes in NDT firms, QC, or NDT personnel or procedures; or updated systems for tracking and identifying welds. The Engineer shall have one week to

complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. Information regarding the contents, format, and organization of a WQCP, is available at the Transportation Laboratory and at:

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

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents. A copy of the Engineer approved document shall be available at each location where welding is to be performed.

A daily production log for welding shall be kept for each day that welding is performed. The log shall clearly indicate the locations of all welding. The log shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each QC Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 2 weeks following the performance of any welding:

- A. A daily production log.
- B. Reports of all visual weld inspections and NDT.
- C. Radiographs and radiographic reports, and other required NDT reports.
- D. A summary of welding and NDT activities that occurred during the reporting period.
- E. Reports of each application of heat straightening.
- F. A summarized log listing the rejected lengths of weld by welder, position, process, joint configuration, and piece number.
- G. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and that all repaired welds have been reexamined using the required NDT and found acceptable.

The following information shall be clearly written on the outside of radiographic envelopes: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers, report numbers, and station markers or views, as detailed in the WQCP. In addition, all interleaves shall have clearly written on them the part description and all included weld numbers and station markers or views, as detailed in the WQCP. A maximum of 2 pieces of film shall be used for each interleave.

Reports of all visual inspections and NDT shall be signed by the inspector or technician and submitted daily to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures. Reports of all NDT, whether specified, additional, or informational, performed by the Contractor shall be submitted to the Engineer.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Unless otherwise specified, the Engineer shall be allowed 2 weeks to review the report and respond in writing after the complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover welds for which the Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover welds pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

In addition to the requirements in AWS D1.1 and AWS D1.5, second-time excavations of welds or base metal to repair unacceptable discontinuities, regardless of NDT method, and all repairs of cracks require prior approval of the Engineer.

The Engineer shall be notified immediately in writing when welding problems, deficiencies, base metal repairs, or any other type of repairs not submitted in the WQCP are discovered, and also of the proposed repair procedures to correct them. For requests to perform second-time repairs or repairs of cracks, the Contractor shall include an engineering evaluation of the proposed repair. The engineering evaluation, at a minimum, shall address the following:

- A. What is causing each defect?
- B. Why the repair will not degrade the material properties?
- C. What steps are being taken to prevent similar defects from happening again?

The Contractor shall allow the Engineer one week to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the

review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans, the Standard Specifications, and these special provisions.

WELDING FOR OVERHEAD SIGN AND POLE STRUCTURES

The Contractor shall meet the following requirements for any work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures," or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

Welding inspection personnel or NDT firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for when the welding is performed at a permanent fabrication or manufacturing facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures.

Welding Qualification Audit

Contractors or subcontractors performing welding operations for overhead sign and pole structures shall not deliver materials to the project without having successfully completed the Department's "Manufacturing Qualification Audit for Overhead Sign and Pole Structures," hereinafter referred to as the audit, not more than one year prior to the delivery of the materials. The Engineer will perform the audit. Copies of the audit form, and procedures for requesting and completing the audit, are available at the Transportation Laboratory or at:

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

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

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

Welding Report

A daily production log for welding shall be kept for each day that welding is performed. The log shall clearly indicate the locations of all welding. The log

shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each QC Inspector shall also be included in the log.

A Welding Report shall be submitted to the Engineer 48 hours prior to furnishing a Certificate of Compliance for the material in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Welding Report shall include the following items:

- A. A daily production log.
- B. Reports of all visual weld inspections and NDT.
- C. Radiographs and radiographic reports, and other required NDT reports.
- D. A summary of welding and NDT activities that occurred during the reporting period.
- E. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable.

Welding Report

For work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures," or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications, a Welding Report shall be submitted in conformance with the provisions in "Welding Quality Control" of these special provisions.

PAYMENT

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

CONSTRUCTION ON
STATE ROUTE 79 (SR-79), WINCHESTER ROAD
PHASE 1 ROAD WIDENING
FROM SCOTT ROAD TO DOMENIGONI PARKWAY
NORTH OF CITY OF MURRIETA

PROJECT NO. B4-05272
FEDERAL AID NO. STPLN-5956(197)

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

10-1.01 SPECIFICATIONS AND PLANS:

This project shall conform to the requirements of the July 1999 edition of the Standard Specifications and the July 2004 edition of the Standard Plans as issued by the State of California Department of Transportation. Any inadvertent references to different editions of those documents that may exist in the County issued bid documents shall be considered as corrected in accordance with this paragraph.

If any portion of the project plans have been designed in US units, it is expected that some conversion will be required. The Standard Specifications, Special Provisions and Standard Plans make various references in SI units which must be reconciled with the portions of the project designed using only US units. All conversions to the SI references shall be "Hard Conversions", that is, converted to a rounded, rationalized number which is a suitable approximation of the SI measurement and which is convenient to work with. Said conversions shall have US equivalents similar in magnitude to the original.

In the event that discrepancies are encountered which are not addressed herein, the option that provides the method, item or material with the greatest strength or utility shall be chosen, as directed by the Engineer.

Requirements on the construction plans and in these Special Provisions for Portland Cement Concrete are modified to the PCC Class designations, as described in Section 90-1.01 of the 1999 Standard Specifications, as follows:

- Class "A" shall mean Class "2"
- Class "B" shall mean Class "3"
- Class "C" shall mean Class "4"
- Class "D" shall mean Class "1"

10-1.02 AMENDMENTS TO JULY 1999 STANDARD SPECIFICATIONS –
AMENDMENTS ISSUE DATE: 11-15-10

Amendments to the Standard Specifications dated 11-15-10 shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions".

10-1.03 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED
DAMAGES:

The 1st working day is the date stated in the written "Notice to Proceed".
Do not start work at the job site until the Engineer approves your submittal for:

1. Biological Resource Information Program
2. Baseline Progress Schedule (Critical Path Method)
3. Storm Water Pollution Prevention Plan (SWPPP)

You may enter the job site only to measure controlling field dimensions and locating utilities. Do not start other work activities until all the submittals from the above list are approved and the following information is submitted:

1. Notice of Materials To Be Used.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

The Department grants a time extension if a delay is beyond your control and prevents you from starting work at the job site on the 1st working day.

Complete the work within 120 working days.

Liquidated damages are \$8,300 per day starting on the 1st day after exceeding 120 working days.

PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:**GENERAL****Summary**

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

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

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

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

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

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

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

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

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

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

Submittals

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

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

ASPHALT QUANTITIES

General

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

Hot Mix Asphalt

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

$$Q_h = \text{HMATT} \times [X_a / (100 + X_a)]$$

where:

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

Rubberized Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in rubberized HMA (RHMA) using the following formula:

$$Q_{rh} = \text{RHMATT} \times 0.80 \times [X_{arb} / (100 + X_{arb})]$$

where:

- Q_{rh} = quantity in tons of asphalt in asphalt rubber binder used in RHMA
- RHMATT = RHMA total tons placed
- X_{arb} = theoretical asphalt rubber binder content from the job mix formula expressed as percentage of the weight of dry aggregate

Modified Asphalt Binder in Hot Mix Asphalt

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

$$Q_{mh} = \text{MHMATT} \times [(100 - X_{am}) / 100] \times [X_{mab} / (100 + X_{mab})]$$

where:

- Q_{mh} = quantity in tons of asphalt in modified asphalt binder used in HMA
- MHMATT = modified asphalt binder HMA total tons placed
- X_{am} = specified percentage of asphalt modifier
- X_{mab} = theoretical modified asphalt binder content from the job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

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

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
- HMATT = HMA total tons placed
- X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- X_{ra} = asphalt content of RAP expressed as percentage

Tack Coat

The Engineer calculates the quantity of asphalt in tack coat (Q_{tc}) as either:

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

Asphaltic Emulsion

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

$$Q_e = AETT \times (X_e / 100)$$

where:

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

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

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:
 - 1.1. Draw and discard the 1st gallon
 - 1.2. Take two separate 1/2-gallon samples
2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program

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

Slurry Seal

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

Modified Asphalt Binder

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

$$Q_{mab} = MABTT \times [(100 - X_{am}) / 100]$$

where:

Q_{mab} = quantity in tons of asphalt used in modified asphalt binder
 $MABTT$ = modified asphalt binder total tons placed
 X_{am} = specified percentage of asphalt modifier

Other Materials

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

PAYMENT ADJUSTMENTS

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

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

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

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

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

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

10-1.05 PARTIAL PAYMENTS:

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

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

A.	Clearing and Grubbing	\$ 20,000
B.	Develop Water Supply	\$ 30,000
C.	Mobilization	\$ 949,000

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

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

- A. Culvert Pipe
- B. Rock Slope Protection Fabric
- C. Fences and Gates
- D. Crash Cushions

- E. Pavement Markers
- F. Bar Reinforcing Steel
- G. Signal and Lighting Standards
- H. Signal Heads and Mounting Brackets

10-1.06 SUPPLEMENTAL PROJECT INFORMATION:

Following Supplemental, project information will be available during the advertisement period of this project for use by the Contractor at the following County website:

http://www.rctlma.org/trans/con_bid_advertisements.html

Supplemental Project Information

Means	Description
Available for inspection at the Riverside County Transportation Department Office, 3525 14th Street, Riverside, CA 92501	<ol style="list-style-type: none"> 1. Geotechnical Design Report, State Route 79 in Riverside County Between Thompson Road and Domenigoni Parkway 2. California Department of Fish and Game Streambed Alteration Agreement 3. California Regional Water Quality Control Board Permit 4. United States Army Corps of Engineers Permit 5. U.S. Fish & Wildlife Service Formal Section 7 Consultation, April 30,2009

Supplement project information is part of the Contract Documents and Special Provisions. These documents are also electronically available upon request to the Transportation Department: (951) 955-6780.

10-1.07 NOISE CONTROL:

General

This section applies to equipment on the project or associated with the project, including trucks, transit mixers, stationary equipment, and transient equipment.

Attention is directed to Section 5-1.10, "Sound Control Requirements" of these special provisions. The following requirements are in addition to the provisions set forth in Section 5-1.10.

Do not exceed 86 dBa at 15 meters from the project limits from 7:00 p.m. to 7:00 a.m. except you may perform the following activities during the hours shown in the following table:

Activity		Hours	
		From	To
Scraper =	85 dBA	7:00 p.m.	7:00 a.m.
Bulldozer =	85 dBA	7:00 p.m.	7:00 a.m.
Dump Truck =	85 dBA	7:00 p.m.	7:00 a.m.
Backhoe =	80 dBA	7:00 p.m.	7:00 a.m.
Pneumatic Tools =	85 dBA	7:00 p.m.	7:00 a.m.
Concrete Pump =	82 dBA	7:00 p.m.	7:00 a.m.

Do not operate construction equipment or run the equipment engines from 7:00 p.m. to 7:00 a.m. or on Sundays except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities
2. Service construction equipment

Whenever feasible, Contractor's stationary construction and generating equipment must be positioned such that emitted noise is directed away from adjacent land uses.

Noise Monitoring

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

PAYMENT

Full compensation for noise monitoring is included in the various contract items of work and no additional compensation will be allowed .

10-1.08

SPECIES PROTECTION:

GENERAL

Summary

This work includes protecting regulated species or their habitat.
This project is within or near habitat for regulated species:

Burrowing Owl
Coastal California Gnatcatcher
Quino Checkerspot Butterfly

CONSTRUCTION

Protective Radius

Upon discovery of a regulated species, stop construction activities within a 60 meters radius of the discovery. Immediately notify the Engineer. Do not resume activities until receiving written notification from the Engineer.

Protection Measures

Within Biological Monitoring Area 1, implement the protection measures required by the County's biologist.

Monitoring Schedule

Monitor according to the schedule required by the County's biologist.

MEASUREMENT AND PAYMENT

Full compensation for Species Protection is included in the various contract items of work and no additional compensation will be allowed.

10-1.09

PROJECT APPEARANCE:

The Contractor shall maintain a neat appearance to the work. In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.
- C. All food-related trash items must be enclosed in sealed containers and regularly removed from the site.

PAYMENT

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

10-1.10

BIRD PROTECTION:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from March 1 through September 1 between stations "A" 178+00 through "A" 191+00 and stations "A" 234+00 to "A" 249+00 and from March 1 through June 30 between stations "A" 192+00 through "A" 210+00.

A Department Biological Monitor will conduct pre-construction nesting surveys of the work sites prior to the start of construction. Preconstruction surveys for migratory and nongame birds will be conducted no more than 15 days prior to the initiation of tree removal and pruning activities during the early part of the nesting season.

Clearing of natural vegetation shall be performed outside of the above-indicated nesting season. If the Contractor schedules to perform the clearing work within the restricted periods, the Department supplied biological monitor shall perform a preconstruction nesting survey within 7 days prior to construction activities within 91.4 meters (300 feet) of natural vegetation. If nesting birds are found by Department Biological Monitor, no work will be performed within 60 meters (200 feet) of nest as demarcated by flagging. Once nest is confirmed to be no longer active within the flagged area, flagging can be removed. Work must not resume until the Engineer provides written notification that work may resume at that location.

QUALITY ASSURANCE

Regulatory requirements

The Federal Migratory Bird Treaty Act (16 USC §703-711.), 50 CFR 10, and Fish & Game Code §3503, §3513, and §3800, protect migratory and nongame birds, their occupied nests, and their eggs.

The Federal Endangered Species Act of 1973 (16 USC §1531, §1543) and California Endangered Species Act (Fish & Game Code §2050-§2115.5) prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald Eagle Protection Act (16 USC §668) prohibits the destruction of bald and golden eagles occupied and unoccupied nests.

CONSTRUCTION

When migratory or nongame bird nests are discovered which may be adversely affected by construction activity, or when a bird is found injured or killed as a result of construction activity, immediately stop work within 60 meters (200 feet) of the nest or bird and notify the Engineer. Work must not resume until the Engineer provides written notification that work may resume at that location.

When ordered by the Engineer, use exclusion devices, nesting prevention measures or remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation.

MEASUREMENT AND PAYMENT

Exclusion devices, nesting prevention measures and nest removal that are ordered by the Engineer will be paid for as extra work as specified in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Full compensation for Bird Protection is included in the various contract items of work and no additional compensation will be allowed.

10-1.11

RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD:

This project lies within the boundaries of the SANTA ANA Regional Water Quality Control Board (RWQCB).

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

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

The Department's permit references and incorporates by reference the current statewide general permit issued by the SWRCB entitled "Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities" that regulates discharges of storm water and non-storm water from construction activities disturbing one acre or more of soil in a common plan of development. Copies of the statewide permit and modifications thereto are available for review from the SWRCB, Division of Water Quality, 1001 "I" Street, P.O. Box 100, Sacramento, California 95812-0100, Telephone fax: (916) 341-5463 and may also be obtained at:

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

The NPDES permits that regulate this project, as referenced above, are collectively referred to in this section as the "permits."

This project shall conform to the permits and modifications thereto. The Contractor shall maintain copies of the permits at the project site and shall make them available during construction.

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

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

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and

non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 5-1.18, "Property and Facility Preservation," 7-1.12, "Indemnification and Insurance," and 9-1.07E(5), "Penalty Withholds," of the Standard Specifications.

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

PAYMENT

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.

10-1.12 RELATIONS WITH METROPOLITAN WATER DISTRICT:

Portions of this project lies within the jurisdiction of the Metropolitan Water District (MWD) of Southern California.

The Contractor shall comply with the following requirements and conditions that will be implemented by MWD for this project for contract work performed adjacent to MWD's existing San Diego Pipelines Nos. 1 and 2:

- A. The Contractor must submit to MWD for review and approval the procedures and specifications of construction equipment to be used for the removal and placement of soil or construction of protection slab a minimum of 30 days prior to starting work in the vicinity of MWD's pipelines. The submittal must include detailed information on equipment and procedures to be used for placement and compaction of soil over and adjacent to MWD's pipelines. MWD will not permit procedures that could subject the pipe to excessive vehicle, impact or vibratory loads. Procedures for the removal and placement of soil over the pipeline must be such that excessive unbalanced loads are not imposed on the pipelines.
- B. The following minimum and maximum allowable covers and loading limits along the MWD pipelines will apply:

MWD Pipelines	Station Range (Pipeline Stationing)	Maximum Cover Meters (Feet)	Vehicle Load Restrictions Kg (Pounds)
San Diego Pipeline No. 1	690+00 to 691+50	2.13 (7)	5,443 (12,000)
	691+50 to 692+75	3.05 (10)	AASHTO H-20
	692+75 to 694+00	2.13 (7)	5,443 (12,000)
San Diego Pipeline No. 2	690+00 to 693+00	2.13 (7)	AASHTO H-20
	693+00 to 694+00	1.52 (5)	5,443 (12,000)

C. Where AASHTO H-20 vehicle loads are acceptable per the above table and when the cover over MWD's pipelines is less than 1.22 meters (4 feet), the following pipeline loading restrictions shall apply:

1. When the cover is 0.91m (3') and 1.22m (4'), equipment must be restricted to that which imposes loads no greater than ASSHTO H-10 loading.
2. When the cover is between 0.61m (2') and 0.91m (3'), equipment must be restricted to that of a track-type tractor weighing a maximum of 5,443 kilograms (12,000 pounds).
3. When the cover is 0.61m (2'), hand equipment must be used.

Designated Metropolitan Water District contact person for this project: Mr. Ken Chung, Telephone (213) 217-7670. Email: kchung@mwdH2O.com.

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

PAYMENT

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

10-1.13

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:

1. The Contractor shall be responsible for:
 - 1.1. Obtaining the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) Unit Headquarters, United States Forest Service (USFS) Ranger District office, and U.S Department of Interior (USDI) Bureau of Land Management (BLM) Field Office and providing these phone numbers to the Engineer before any work begins.
 - 1.2. Immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project.
 - 1.3. Preventing project personnel from setting open fires not part of the work, unless the Fire Danger Rating is at "Low," or the determination of the Fire Danger Rating is suspended or, if in an area not covered by the Fire Danger Rating, the Engineer determines that the fire hazard is negligible.
 - 1.4. Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.
2. 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 USFS 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 Cal Fire, BLM, or the USFS 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.

3. Toilets shall have a metal ashtray, at least 150 mm (6 inches) in diameter by 200 mm (8 inches) deep, half-filled with sand and within easy reach of anyone utilizing the facility.
4. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 15 m (50 feet) of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 4.5 m (15 feet) from the engine.
5. 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. Before clearing and grubbing, the Contractor shall clear a fire break at the outer limits of the areas to be cleared and grubbed. Other fire breaks may be ordered by the Engineer and will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.
6. The Contractor shall furnish:
 - 6.1. 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.
 - 6.2. One shovel and one back-pack 19-liter (5-gallon) water-filled tank with pump for each welder.
 - 6.3. One shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 7.6 m (25 feet) from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234.
 - 6.4. Shovels shall be size "O" or larger and shall be not less than 1170 mm (46 inches) in length.
7. The Contractor shall furnish a pickup truck and driver for the sole purpose of fire control during working hours and as specified herein.
 - 7.1. The truck shall be equipped with 10 shovels, 5 axes, 2 back-pack 19-liter (5-gallon) water-filled tanks with pumps, or other fire tools substituted on a one to one basis at the option of the Contractor and approved by the Engineer.
 - 7.2. The truck shall be equipped with a 378.5-liter (100-gallon) tank of water with a gasoline motor powered pump and 30 m (100 feet) of 19 mm (3/4-inch) hose on a reel.
 - 7.4. In addition to being available at the site of the work, the truck and operator shall patrol the area of construction from noon until one-half hour after shutdown of the work. If the Fire Danger Rating is "Very High" or "Extreme," truck and operator shall patrol the area of construction while work is being done and for at least one-half hour after shutdown of work.

The Contractor shall obtain daily the Adjective Fire Danger Rating for the project area from the nearest Cal Fire Unit Headquarters, USFS Ranger District office, or BLM Field Office. Cal Fire, USFS, and BLM have established a standard adjective description for 5 levels of fire danger for use in public information releases and fire protection signing:

Adjective Fire Danger Rating

Rating	Color Code
Low	Green
Moderate	Blue
High	Yellow
Very High	Orange
Extreme	Red

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department of Transportation when the Fire Danger Rating is "Very High" or "Extreme." This information will be furnished to the Engineer who will notify the Contractor for dissemination and action in the area affected. If there is discrepancy between this notice and the Fire Danger Rating obtained from the nearest office of either Cal Fire or USFS, the Contractor shall conduct operations according to the higher of the two Fire Danger Ratings.

If the Fire Danger Rating reaches "Very High," the following conditions will prevail:

1. Falling of dead trees or snags shall be discontinued.
2. No open burning will be permitted; fires shall be extinguished.
3. Welding shall discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 4.5 m (15 feet).
4. Blasting shall be discontinued.
5. Smoking will be permitted only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break, unless prohibited by other authority.
6. Vehicular travel will be restricted to cleared areas except in case of emergency.

If the Fire Danger Rating reaches "Extreme," the following precautions shall be taken in addition to the conditions specified above:

1. Work of a nature which could start a fire shall require that properly equipped fire guards be assigned to such operation for the duration of the work.
2. Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.

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 inclement weather.

If field and weather conditions become such that the determination of the Fire Danger Rating is suspended, these provisions will not be enforced for the period of the suspension of the determination of the Fire Danger Rating. The Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Danger Rating.

PAYMENT

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.

10-1.14 TRAINING:

For the Federal training program, the number of trainees or apprentices is 8.

10-1.15 ENVIRONMENTALLY SENSITIVE AREA:

An ESA exists on this project.

Before start of work, protect the ESA by installing temporary fence (Type ESA).

Limited access to the ESA is allowed for biological monitoring or release of encroaching wildlife. Notify the Engineer 5 business days before planned entry date. Any other access to an ESA is prohibited.

10-1.16 ARCHAEOLOGICAL DISCOVERIES:

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site

2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

Immediately upon discovery of archaeological materials, stop all work within a 18.5 meter radius of the archaeological materials and immediately notify the Engineer. Archaeological materials found during construction are the property of the State. Do not resume work within the 18.5 meter radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, you will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

PAYMENT

Full compensation for immediately notifying the Engineer upon discovery of archaeological materials and leaving undisturbed and in place archaeological materials discovered on the job site shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

10-1.17 OBSTRUCTIONS:

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

Existing utility and privately owned facilities shall be protected in accordance with Section 7-1.11, "Preservation of Property" and these Special Provisions. The Contractor is also responsible to protect those facilities that are to be relocated by others prior to or during construction, and shall protect those facilities in both their existing and their ultimate locations. The Contractor shall cooperate with owners and their Contractors of utility and

privately owned facilities, for the relocation of said facilities, in accordance with Section 7-1.14, "Cooperation" of the Standard Specifications.

All water valves and covers, gas valves and covers, sewer manholes, survey monuments, survey markers and any other utility appurtenances shall be protected in place.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

Attention is directed to the requirements of Government Code Sections 4216-4216.9 pertaining to existing utility facilities.

The Contractor shall assume that every house, building and lot within the project limits has utility service pipes and conductors (laterals), and that utility main and trunk facilities exist within the project limits. The Contractor shall determine if it is warranted to determine the exact location of these utility service laterals and existing main lines, unless directed by the Engineer to pot-hole at specific locations, or as otherwise required herein. The Contractor will not be directly reimbursed for determining the exact location of the utility main lines or services laterals but shall include any compensation for this work in the contract price paid for the various items of work. Any damage to existing main lines or service laterals for which pot-holing was not performed shall be considered damage due to not using reasonable care and the damage shall be repaired at the Contractor's expense.

The Contractor shall conduct his operations with the assumption that underground utility facilities exist within the project limits. The Contractor shall exercise caution and best construction practices for safety and for protection of underground facilities. The approximate locations of underground utility facilities, as shown on the plans, are based on information provided by the respective owners, listed below. The Contractor shall also utilize the markings of the regional notification center (Underground Service Alert), and above-ground utility appurtenances to determine the existence and approximate location of underground utilities.

No excavation shall be made within 1.2 m (4 feet) of any underground utilities, as shown on the plans and/or marked by Underground Service Alert, unless and until such utilities have been positively located as to horizontal and vertical position. This requirement applies to all underground electric, natural gas, toxic or flammable gas, chlorine, oxygen or petroleum facilities.

Forty-eight hours prior to beginning construction, the Contractor shall notify the following agencies:

Underground Service Alert
Eastern Municipal Water District
Metropolitan Water District (MWD)
Southern California Edison Company
Southern California Gas Company
Verizon Communications

800-227-2600
951-928-6107
213-217-6961
951-928-8318
909-335-7561
951-925-5319

Method of Payment

Full compensation for all costs, including labor, equipment, materials and incidentals, required to comply with the requirements of this section above, including protection of water valves and covers, gas valves and covers, sewer manholes, survey monuments, survey markers and any other utility appurtenances, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

Adjustments to Grade for Obstructions

The Contractor shall adjust to finish grade any valve covers encountered within the project limits, as required, for those utility valves that are provided with slip cans and are adjustable without the replacement of parts or the removal of concrete collars. In cases where the owning utility company insists upon upgrades in the standards, or when additional parts or the removal of concrete collars are required for the adjustment, said adjustment will be the responsibility of the owning utility company.

Communication and coordination with the owning utility company shall be the responsibility of the contractor.

For public safety, traffic shall not be allowed on temporary or permanent pavement until all manholes are either adjusted to grade or otherwise protected, as approved by the Engineer. The Contractor shall adjust to grade manholes and valves when and as necessary for the protection of the traveling public during construction, and shall coordinate all work on said facilities with the owning utility companies. This requirement is intended for traffic that is to be allowed on temporary surfaces during the course of construction. Final adjustment to grade will be the responsibility of the owning utility company, except as provided herein.

Said work shall be performed in accordance with Section 15-2.05A, "Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers shall be considered as included in the contract price paid for asphalt concrete, or applicable items of work in the event that there is no asphalt concrete bid item, and no additional compensation will be allowed therefor.

All existing utility facilities shall be protected from damage by the Contractor's operations.

Unless otherwise provided herein, the owning utility companies will not be obligated to lower their surface utilities (manholes and valve covers) for Contractor's grading, grinding and/or paving operations. The contractor shall lower surface facilities, including manholes and valve covers, to facilitate construction, and the following shall apply:

1. Contractor shall coordinate all work with the utility owner.

2. Contractor shall be responsible for all costs and shall be responsible for any damage caused to the owner's facilities. If the Contractor observes any pre-existing damage to the utility facilities, the Contractor shall notify the Engineer and the utility owner of that damage prior to performing additional work on the facility.
3. Contractor shall, after removing grade rings and covers, arrange for pickup by, or delivery to, the owner's yard. Any and all concrete collars removed by the Contractor shall become the property of the Contractor, and shall be disposed of as specified elsewhere in these special provisions.
4. The Contractor is advised that he is responsible for ensuring that construction materials do not enter the utility owner's facilities. The Contractor shall install traffic bearing steel plates for this purpose, and provide all coordination and transportation necessary. It is recommended that the Contractor request the utility owner to provide such steel plates. If the Contractor provides steel plates, it shall be the Contractor's responsibility to coordinate with the utility owner for the return of the steel plates to the Contractor after final adjustment to grade. If the Contractor utilizes utility owner's steel plates, and if the Contract items of work include adjustment to final grade, the Contractor shall return the steel plates to the Utility owner's yard, or as otherwise arranged with the Utility owner.
5. Prior to paving or covering the plated utility facility, the Contractor shall tie-out the facility utilizing a method acceptable to the utility owner and provide notes and data of all covered facilities to both the utility owner and the Engineer.
6. The Contractor shall notify the utility owner, upon completion of the Contractor's work, when the utility owner may move in to make the final adjustments to grade.
7. The requirements for lowering of surface facilities shall not apply to vaults. The Contractor shall notify the utility owner of the need to make adjustments to such major facilities.
8. The Contractor is reminded that the utility facilities are owned by public and private utility companies that operate their facilities within public rights of way. The utility owner's preferences with regards to the handling of its facilities shall be complied with to the greatest extent feasible.

Method of Payment

Full compensation for initial lowering of surface utilities facilities shall be considered as included in the contract price paid for asphalt concrete, or applicable items of work in the event that there is no asphalt concrete bid item, and no additional compensation will be allowed therefor.

10-1.18

NON-HIGHWAY FACILITIES (INCLUDING UTILITIES):

The Contractor's attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications.

The utility owner has been requested to relocate the utilities shown in the following table before the corresponding date shown:

Utility Relocation and Date of the Relocation

Utility	Location	Date
Verizon (Underground Fiber optics, Overhead telephone cables and Manholes)	Sta "A" 216+00 to "A" 251+00	August 25, 2011
SCE (Poles and Overhead conductors)	Sta "A" 190+00 to "A" 251+00	August 25, 2011
EMWD (762mm CML&C Waterline and aboveground appurtenances)	Sta "A" 216+00 to "A" 225+00	August 25, 2011

The working days allowed shall include full access to a portion of the construction site by the affected utility companies, when and as required by each utility owner, to perform utility relocation work, as necessary.

It is anticipated that some of the utility relocation work to be performed by the listed utility owners will be completed prior to the start of construction. However, the Contractor shall cooperate with any utility forces that have a need to perform work within the project limits. No on-site work by the County's Contractor will be allowed in the utility relocation areas unless specifically agreed to by both the utility company and the County's Engineer. The Utility company working days within the project limits are anticipated to not be sequential, and will be assigned by the Resident Engineer in coordination with the scheduling needs of the affected utility companies.

If necessary, removal and disposal of abandoned utility conduits, conductors and other facilities shall be considered as incidental excavation, and shall be included in the contract unit price for Roadway Excavation.

10-1.19

RETENTION EXCLUSION:

The Department does not retain moneys from progress payments due to the Contractor for work performed (Pub Cont Code § 7202). The 3rd paragraph in Section 9-1.06, "Partial Payments," of the Standard Specifications does not apply.

10-1.20 **CONSTRUCTION AREA LIGHTING:**

Construction area lighting, if used, shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications and these special provisions.

If the Contractor will install construction area lighting to facilitate proper execution of work, the lighting shall be directed specifically toward the work area. Shield lighting devices to reduce light spill onto adjacent areas. Only use construction area lighting necessary to complete the work or as required for safety purposes.

PAYMENT

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.

10-1.21 **RECORD DRAWINGS:**

The Contractor shall keep one clean set of bond originals to note any changes which take place during construction. These changes to the original plans and/or specifications shall be noted at the appropriate locations with the appropriate changes indicated in red pencil or ink. The Contractor shall note in large letters "RECORD DRAWINGS" on the Title Sheet of the plans. The job will not be finalized by the Engineer until these record drawings have been completed to the satisfaction of the Engineer. The changes shall be noted on the plans as the changes occur. The record drawings shall be submitted to the Resident Engineer, and become the property of, the County at conclusion of the project.

PAYMENT

Full compensation for preparing Record Drawings shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

ITEMS OF WORK

10-1.22 ENCROACHMENT PERMITS:

It shall be the responsibility of the Contractor to obtain a duplicate State of California Department of Transportation (Caltrans) Encroachment Permit for the work done within State Right Of Way prior to commencing any work. The Encroachment Permit from Caltrans is at no cost to the Contractor

10-1.23 CONSTRUCTION PROJECT INFORMATION SIGNS:

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect 2 Type 1 Construction Project Information signs at the locations designated by the Engineer.

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

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

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

FEDERAL HIGHWAY TRUST FUNDS

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

HIGHWAY CONSTRUCTION

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

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

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

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

PAYMENT

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

10-1.24 ADDITIONAL INSURANCE – HOLD HARMLESS:

In addition to the requirements of Section 3-1.01B, "Insurance – Hold Harmless" of the County of Riverside "General Conditions" section of contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the following listed entities as additional insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and each listed entity shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy:

1. Domenigoni-Barton Properties, its officers, directors, agents and employees.
2. State of California Department of Transportation, its officers, directors, agents and employees.
3. Eastern Municipal Water District (EMWD), its officers, directors, agents and employees.
4. Municipal Water District of Southern California, its officers, directors, agents and employees.

Each of the above listed entities shall also be held harmless, in accordance with the requirements of subsection IV, "Hold Harmless" of Section 3-1.01B, "Insurance – Hold Harmless" of the contract documents.

Full compensation for compliance with the requirements of this section shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

10-1.25 PROGRESS SCHEDULE (CRITICAL PATH METHOD):

GENERAL

Summary

Critical path method (CPM) progress schedules are required for this project. Whenever the term "schedule" is used in this section, it means CPM progress schedule.

The provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications do not apply.

Definitions

The following definitions apply to this section:

activity: A task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.

baseline schedule: The initial schedule showing the original work plan beginning on the date of contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.

contract completion date: The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications.

critical path: The 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 will extend the scheduled completion date.

critical path method (CPM): A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.

data date: The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

early completion time: The difference in time between an early scheduled completion date and the contract completion date.

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

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

narrative report: A document submitted with each schedule that discusses topics related to project progress and scheduling.

near critical path: A chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.

scheduled completion date: The planned project finish date shown on the current accepted schedule.

State owned float activity: The activity documenting time saved on the critical path by actions of the State. It is the last activity prior to the scheduled completion date.

time impact analysis: A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.

time-scaled network diagram: A graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

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

updated schedule: A current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

Submittals

General Requirements

Submit to the Engineer baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Work must be executed in the sequence indicated on the current accepted schedule.

Schedules must show the order in which you propose to prosecute the work with logical links between time-scaled work activities and calculations made using the critical path method to determine the controlling activities. You are responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

Produce schedules using computer software and submit compatible software for the Engineer's exclusive possession and use. Submit network diagrams and schedule data as parts of each schedule submittal.

Schedule activities must include the following:

1. Project characteristics, salient features, or interfaces, including those with outside entities, that could affect time of completion
2. Project start date, scheduled completion date, and other milestones
3. Work performed by you, your subcontractors, and suppliers
4. Submittal development, delivery, review, and approval, including those from you, your subcontractors, and suppliers
5. Procurement, delivery, installation, and testing of materials, plants, and equipment
6. Testing and settlement periods
7. Utility notification and relocation
8. Erection and removal of falsework and shoring
9. Major traffic stage switches
10. Finishing roadway and final cleanup
11. State-owned float as the predecessor activity to the scheduled completion date

Schedules must have not less than 50 and not more than 500 activities, unless otherwise authorized by the Engineer. The number of activities must be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities must include the following:

1. A clear and legible description.
2. Start and finish dates.
3. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
4. At least one predecessor and one successor activity, except for project start and finish milestones.
5. Required constraints. Constraints other than those required by the special provisions may be included only if authorized by the Engineer.
6. Codes for responsibility, stage, work shifts, location, and contract pay item numbers.

You may show early completion time on any schedule provided that the requirements of the contract are met. Early completion time is considered a resource for your exclusive use. You may increase early completion time by improving production, reallocating resources to be more efficient, performing sequential activities concurrently, or by completing activities earlier than planned. You may also submit for approval a cost

reduction incentive proposal as specified in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications that will reduce time of construction.

You may show a scheduled completion date that is later than the contract completion date on an update schedule, after the baseline schedule is accepted. Provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule. State-owned float is considered a resource for the exclusive use of the State. The Engineer may accrue State-owned float by the early completion of review of any type of required submittal when it saves time on the critical path. Prepare a time impact analysis, when requested by the Engineer, to determine the effect of the action as specified in "Time Impact Analysis." The Engineer documents State-owned float by directing you to update the State-owned float activity on the next updated schedule. Include a log of the action on the State-owned float activity and include a discussion of the action in the narrative report. The Engineer may use State-owned float to mitigate past, present, or future State delays by offsetting potential time extensions for contract change orders.

The Engineer may adjust contract working days for ordered changes that affect the scheduled completion date as specified in Section 4-1.03, "Changes," of the Standard Specifications. Prepare a time impact analysis to determine the effect of the change as specified in "Time Impact Analysis" and include the impacts acceptable to the Engineer in the next updated schedule. Changes that do not affect the controlling operation on the critical path will not be considered as the basis for a time adjustment. Changes that do affect the controlling operation on the critical path will be considered by the Engineer in decreasing time or granting an extension of time for completion of the contract. Time extensions will only be granted if the total float is absorbed and the scheduled completion date is delayed one or more working days because of the ordered change.

The Engineer's review and acceptance of schedules does not waive any contract requirements and does not relieve you of any obligation or responsibility for submitting complete and accurate information. Correct rejected schedules and resubmit corrected schedules to the Engineer within 7 days of notification by the Engineer, at which time a new review period of 7 days will begin.

Errors or omissions on schedules do not relieve you from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either you or the Engineer discover that any aspect of the schedule has an error or omission, you must correct it on the next updated schedule.

Computer Software

Submit to the Engineer for review a description of proposed schedule software to be used. After the Engineer accepts the proposed software, submit schedule software and all original software instruction manuals. All software must be compatible with the current version of the Windows operating system in use by the Engineer. The schedule software must include:

1. Latest version of Primavera SureTrak Project Manager for Windows, or equivalent
2. Latest version of schedule-comparing HST SureChange, or equivalent

If a schedule software equivalent to SureTrak is proposed, it must be capable of generating files that can be imported into SureTrak. The schedule-comparing software must be compatible with schedule software submitted and must be able to compare two schedules and provide reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties.

The schedule software and schedule-comparing software will be returned to you before the final estimate. The Department will compensate you as specified in Section 4-1.03, "Extra Work," of the Standard Specifications for replacement of software or manuals damaged, lost, or stolen after delivery to the Engineer.

Instruct the Engineer in the use of the software and provide software support until the contract is accepted. Within 15 days of contract approval, provide a commercial 8-hour training session for 2 Department employees in the use of the software at a location acceptable to the Engineer. It is recommended that you also send at least 2 employees to the same training session to facilitate development of similar knowledge and skills in the use of the software. If schedule software other than SureTrak is submitted, then the training session must be a total of 16-hours for each Department employee.

Network Diagrams, Reports, and Data

Include the following with each schedule submittal:

1. Two sets of originally plotted, time-scaled network diagrams
2. Two copies of a narrative report
3. One read-only compact disk or floppy diskette containing the schedule data

The time-scaled network diagrams must conform to the following:

1. Show a continuous flow of information from left to right
2. Be based on early start and early finish dates of activities
3. Clearly show the primary paths of criticality using graphical presentation
4. Be prepared on 860 mm x 1120 mm (34" x 44")
5. Include a title block and a timeline on each page

The narrative report must be organized in the following sequence with all applicable documents included:

1. Transmittal letter
2. Work completed during the period
3. Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours
4. Description of the current critical path
5. Changes to the critical path and scheduled completion date since the last schedule submittal
6. Description of problem areas
7. Current and anticipated delays:

- 7.1. Cause of delay