



**MARINA COAST WATER DISTRICT  
MARINA, CA**

**REGIONAL URBAN WATER AUGMENTATION PROJECT  
RECYCLED WATER DISTRIBUTION PIPELINES**

**CIP # RW-0174**

**ADDENDUM NO. 2  
TO THE  
CONTRACT DOCUMENTS**

**MARCH 9, 2020**

Digitally signed by Jonathon P. Marshall  
Contact Info: Carollo Engineers, Inc.  
Date: 2020.03.06 08:22:56 -0800





Bidders on the above-named project are hereby notified that the Bidding Documents are modified as indicated below. Bidders are required to acknowledge receipt of this Addendum in the space provided on the Document 00 41 00 Bid Form.

This Addendum shall become part of the Contract and provisions of the Contract apply.

## **SPECIFICATIONS**

The following sections are modified as indicated below.

1. SECTION 00 73 00 – Supplementary Conditions:
  - a. REPLACE section in its entirety with the attached section.
2. SECTION 02742A – Asphaltic Concrete Paving:
  - a. REPLACE section in its entirety with the attached section.



**SUPPLEMENTARY CONDITIONS**  
**TABLE OF CONTENTS**

	<b>Page</b>
I. General .....	1
II. Specific Items .....	1
SC- 1.01 Defined Terms .....	1
SC- 2.02 Copies of Documents .....	1
SC- 3.01 Intent.....	1
SC- 5.03 Subsurface and Physical Conditions.....	2
SC- 5.06 Hazardous Environmental Conditions.....	3
SC- 5.07 Environmental Reports .....	3
SC- 6.02 Insurance—General Provisions .....	3
SC- 6.03 Contractor’s Insurance .....	4
SC- 6.05 Property Insurance.....	6
SC- 7.02 Labor; Working Hours .....	6
SC- 7.08 Permits .....	7
SC- 7.10 Laws and Regulations.....	7
SC- 7.12 Safety and Protection.....	10
SC- 7.16 Shop Drawings, Samples and Other Submittals.....	12
SC- 7.18 Indemnification .....	12
SC- 9.13 Owner’s Site Representative.....	13
SC- 10.03 Project Representative.....	13
SC- SC-11.01 Amending and Supplementing Contract Documents.....	14
SC- SC-11.05 Change of Contract Times .....	14
<u>SC-12.01 Claims Process .....</u>	<u>15</u>
SC- 13.02 Allowances .....	19

---

SC- 13.03	Unit Price Work .....	19
<u>SC-15.01</u>	<u>Progress Payments.....</u>	<u>19</u>
SC- 15.03	Substantial Completion .....	19
SC- 17.01	Methods and Procedures.....	20
<u>SC-18.06</u>	<u>Survival of Obligations.....</u>	<u>20</u>
SC- 18.07	Controlling Law .....	20

---

**I. General**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, Document 00 72 00 (EJCDC® C-700, 2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

---

**II. Specific Items****ARTICLE 1 – DEFINITIONS AND TERMINOLOGY***SC-1.01 Defined Terms*

SC-1.01.A.28 Add the following sentence to the end of Paragraph 1.01.A.29: The Terms "Owner", "District" and "MCWD" shall be used interchangeably and shall have the same meaning.

**ARTICLE 2 – PRELIMINARY MATTERS***SC-2.02 Copies of Documents*

SC-2.02.A. Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor 5 copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE***SC-3.01 Intent*

SC-3.01.F Add the following new paragraphs immediately after Paragraph 3.01.E:

- F. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
  1. Change Orders, Field Orders or Work Change Directives
  2. Permits from Agencies having jurisdiction
  3. Addenda
  4. SRF and Proposition 1 Funding Requirements (Document 00 73 50)
  5. Supplementary Conditions (Document 00 73 00)

- 
6. Technical Specifications (Divisions 01 to 17)
  7. Drawings
  8. Agreement (Document 00 52 00)
  9. General Conditions (Document 00 72 00)
  11. Contractor's Bid Forms (Documents 00 41 00 to 00 45 38)
  12. Standard Specifications
  13. Standard Plans (Drawings)
  14. Reference Documents
- G. With respect to the Drawings, the order of precedence shall be as follows:
1. Figures govern over scaled dimensions
  2. Detail drawings govern over general drawings
  3. Addenda, Change Orders, Field Orders or Work Change Directives govern over Contract Drawings, with the most recent governing over earlier changes
  4. Contract Drawings govern over Standard Drawings
  5. Contract Drawings govern over Shop Drawings

#### **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

##### *SC-5.02 Use of Site and Other Areas*

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.D

- D. Contractor shall submit copies of all agreements made with property owners for property use related to this project such as material and/or equipment storage, material disposal, etc.

##### *SC-5.03 Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
1. Report dated August 7, 2007, prepared by ENGEO Inc, Consulting Engineers, San Ramon, Ca., entitled: "Geotechnical Exploration, Marina Coast Water District, Regional Urban Water Augmentation Project, Marina, Ca."
  2. Report dated October 23, 2006, prepared by ENGEO Inc, Consulting Engineers, San Ramon, Ca., entitled: "Preliminary Trenching Evaluation."
  3. Report dated June 28, 2019, prepared by Crawford & Associates, Inc., Sacramento, Ca., entitled: "Final Geotechnical Report, Marina Coast Water District, Regional Urban Water Augmentation Project - Distribution Mains."



- D. Drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) that are known to Owner are attached as Appendices.
1. None of the contents is Technical Data on whose accuracy Contractor may rely.
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at Marina Coast Water District, Engineering Office, 2840 4<sup>th</sup> Avenue, Marina, CA 93933, during regular business hours, or may request copies from Engineer.

*SC-5.06 Hazardous Environmental Conditions*

SC 5.06.A Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC 5.06.I Delete Paragraph 5.06.I in its entirety.

*SC-5.07 Environmental Reports*

Add the following new subparagraphs immediately before Article 6:

SC-5.07 Environmental Reports

- A. Environmental Report(s) have been prepared for this project under the California Environmental Quality Act (CEQA), as listed below. Contractor shall familiarize himself with these reports and implement the applicable mitigation measures during construction as outlined therein.
  1. Report dated *November 2005, prepared by Denise Duffy & Associates, Inc., Monterey, CA, entitled: "Initial Study / Negative Declaration for the Marina Station Property Annexation", consisting of 36 pages.*
  2. Report dated October 2006, prepared by Denise Duffy & Associates, Inc., Monterey, Ca, entitled: "Regional Urban Recycled Water Project, and Addendums No. 1, No. 2, and No. 3 to the Environmental Impact Report."
- B. Copies of reports itemized in SC-5.07.A that are not included with Bidding Documents may be examined at Marina Coast Water District, Engineering Office, 2840 4th Ave, Marina, CA 93933 during regular business hours. These reports are not part of the Contract Documents, but the controls and mitigation measures contained therein which are required for performance of the Work are incorporated therein by reference.

**ARTICLE 6 – BONDS AND INSURANCE**

*SC-6.02 Insurance—General Provisions*

SC-6.02.A Replace 6.02.A with the following text:

" Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions".

SC-6.02.B Delete the words "Owner or" in first sentence of 6.02.B.

SC-6.02.C Add the following paragraph immediately after Paragraph 6.02.C:

1. All insurance shall be provided on policy forms acceptable to the Owner (Accord Form 25-S or equivalent), signed by the insurer’s representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer’s representative. Each policy shall contain a cross liability or severability of interest clause or endorsement.

SC-6.02.D Delete paragraph 6.02.D in its entirety.

SC-6.02.E Delete paragraph and replace with following text:

"Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance."

SC-6.02.I Delete paragraph 6.02I in its entirety.

*SC-6.03 Contractor’s Insurance*

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman’s):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u>N/A</u>
Bodily injury by disease, aggregate	\$ <u>N/A</u>
 Employer’s Liability:	
Bodily injury, each accident	\$ <u>2,000,000.00</u>
Bodily injury by disease, each employee	\$ <u>2,000,000.00</u>
Bodily injury/disease aggregate	\$ <u>2,000,000.00</u>
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	\$ <u>N/A</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.0 of the General Conditions:

General Aggregate \$ 5,000,000.00

Products - Completed Operations Aggregate \$ 5,000,000.00

Personal and Advertising Injury \$ 5,000,000.00

Each Occurrence (Bodily Injury and Property Damage) \$ 5,000,000.00

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 2,000,000.00

Each accident \$ 2,000,000.00

Property Damage:

Each accident \$ 2,000,000.00

4. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000.00

General Aggregate \$ 2,000,000.00

5. Contractor's Pollution Liability:

Each Occurrence \$ 2,000,000.00

General Aggregate \$ 2,000,000.00

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

a. Owner's Construction Manager - Harris & Associates

b. City of Marina, CA

c. City of Seaside, CA

d. California State University Monterey Bay

e. County of Monterey

- f. Monterey Bay Education, Science and Technology Center (MBEST Center)
- g. University of California
- h. University of California, Santa Cruz
7. Contractor's Professional Liability:
- |                  |                        |
|------------------|------------------------|
| Each Claim       | \$ <u>2,000,000.00</u> |
| Annual Aggregate | \$ <u>2,000,000.00</u> |
8. All insurance maintained by the Contractor shall include coverage for work in and around areas of with munitions and explosives of concern, or claims, damage or injury which arise from munitions or explosives of concern.

SC-6.03.C In 6.03C.7, remove the following text:

"; or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent".

*SC-6.05 Property Insurance*

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:
1. Owner's Inspector or Construction Manager - Harris and Associates
  2. City of Marina, CA
  3. City of Seaside, CA
  4. California State University
  5. County of Monterey
  6. University of California
  7. University of California Monterey Bay Education Science and Technology (UCMBEST)
  8. The California State Water Resources Control Board (SWRCB), its officers, its agents, employees, and servants.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

17. include by express endorsement coverage of damage to Contractor's equipment.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

*SC-7.02 Labor; Working Hours*

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Owner's legal holidays are:
  - a. New Year's Day

- 
- b. Martin Luther King Day
  - c. President's Day
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Veterans Day
  - h. Thanksgiving Weekend (Thursday and Friday)
  - i. Working Day immediately preceding Christmas Day
  - j. Christmas Day

*SC-7.08 Permits*

SC-7.08 Add the following new subparagraph immediately after Paragraph 7.08.A:

- B. The Owner shall provide the following permits:
  - 1. CEQA Environmental Documentation
  - 2. USACE Nationwide Permit
  - 3. Construction easement / right of entry

*SC-7.10 Laws and Regulations*

SC-7.10 Add the following new paragraphs immediately after Paragraph 7.10.C:

7.10.D. Public Contract Provisions

- 1. The Contractor is responsible for his own compliance, and is responsible for all Subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the employment of apprentices, and hours of work, all as set forth in Section 1170 through Section 1815 of that Code. Those requirements are set forth below.
- 2. Payment of Prevailing Wages
  - a. Pursuant to Sections 1774 and 1775 of the Labor Code, unless the contract price is under \$1,000.00, the Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this Contract. Failure to so comply will result in a fine of \$25.00 per day per violation, and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft.
  - b. Pursuant to Section 1773.2 of the California Labor Code, the District has on file at its principal office, copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the contract, and a copy shall be available to any interested party upon request.
  - c. The Contractor shall obtain and post copies of the prevailing per diem wage rates at the job site during the term of this project.

- d. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or subcontractor in connection with the project, and such other information as required by law, and such payroll records shall be certified and made available for inspection and release all in accordance with Labor Code Section 1776 and 8 California Code of Regulations Section 16000 et seq. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The Contractor shall file with the District certified copies of its and all its subcontractors' payroll records within thirty (30) calendar days after completion of each payroll period at no cost to the District.
- e. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall also be paid to each workman needed to execute such work if such travel and subsistence payments are set forth in the applicable collective bargaining agreements and filed with the Department of Industrial Relations thirty (30) days prior to the call for bids.
- f. Unless the Contract amount is under \$30,000 or will be completed in less than twenty (20) days (or if this Contract involves a specialty contractor under \$2,000 or less than 5 days) the Contractor shall comply with Section 1777.5 regarding the employment of registered apprentices upon public works by hiring, and by requiring that all subcontractors hire apprentices at the wage rate and ratio required, if at all, and by requiring the contribution of funds to appreciable crafts or trades as applicable under Section 1777.5.
- g. The Contractor shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under this contract by the Contractor or by any subcontractor under the Contractor. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. Labor Code Section 1775.
- h. Required California Department of Industrial Relations provisions:
- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- i. The Contractor certifies that the Contractor and all subcontractors for this public works project have been registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
    - j. The District shall not recognize any claim for additional compensation from the Contractor because of the payment by the Contractor of any wage rate in excess of the prevailing rate of per diem wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid and will not, under any circumstances, be considered as the basis of a claim against the District under this contract.
  3. Hours of Labor
    - a. Pursuant to Sections 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Contractor or any subcontractor in excess of eight hours per day, and forty hours in any one week, shall be compensated at not less than one and one-half times their basic rate of pay. Violation of this condition shall result in a penalty of \$25.00 per day per workman so underpaid.
  4. Unidentified Utilities – Costs (Government Code 4215)
    - a. The District shall be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the construction site, if such utilities are not identified in the plans and specifications for the work. The Contractor shall be compensated for his actual costs of locating, repairing damage not due to his failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work. If the Contractor discovers utility facilities not identified in the contract plans or specifications, he shall immediately notify the District and the utility in writing. The Contractor shall not be assessed liquidated damages for delay if caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities. The District shall provide a layout of all main lines and existing service laterals. The Contractor shall exercise due care in verifying the locations provided by the District and shall notify the District of site conditions that differ from those indicated.
  5. Dispute Resolution Procedures for Claims of Less Than \$375,000
    - a. Sections 20104 - 20104.6 of the Public Contract Code set forth required procedures for the parties to resolve claim disputes involving less than \$375,000, including the presentation of written claims with substantiating documents on or before the date of final payment, requests for additional documentation, time limits for responding to written claims, and requiring a conference to meet and confer; and also relating to filing a claim before suit, and required arbitration provisions in the event of a civil action filed to resolve the claim. All of such procedures, time limits and requirements shall be complied with if such Code sections are applicable to disputed claim.
  6. Assignment of Antitrust/Unfair Business Practice Claims

- a. Pursuant to Public Contract Code Section 7103, Contractor and any subcontractors supplying goods, services or materials under this contract agree to assign District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract or the subcontract.
7. Substitution of Securities for Retention. Pursuant to Public Contract Code Section 22300 and upon Contractor's request, the District will make payments into escrow of funds which would otherwise be retained from progress payments under the payments to contractor provisions in the Agreement and the Supplementary and General Conditions if the Contractor deposits into that escrow securities eligible for investment under Public Contract Code Section 22300 (hereafter collectively referred to as "securities"), upon the following terms and conditions:
- a. The escrow agent shall be either the District Treasurer or a state or federal chartered bank acceptable to the District.
  - b. The Contractor shall bear all expenses of the District and of the escrow agent in connection with the escrow.
  - c. The fair market value of the securities shall be at least equal to 100 percent of the cash amount withheld as retention under the contract and the amount of the required securities shall be adjusted from time to time based upon changes in the fair market value of the securities on deposit with the escrow agent. Such securities shall be valued by the District Treasurer whose decision on valuation of the securities shall be final.
  - d. The Contractor shall enter into an escrow agreement substantially similar in form to that prescribed in Public Contract Code Section 22300.
  - e. The Contractor shall obtain the written consent to the escrow agreement of the surety or sureties furnishing Contractor with its performance and payment bonds.

#### *SC-7.12 Safety and Protection*

SC-7.12 Add the following new paragraphs after paragraph 7.12.G:

- H. In carrying out his/her work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include, but shall not be limited to, adequate life protection, and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks; confined space procedures; trenching and shoring; fall protection; and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.



- 
- I. The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility.
  - J. In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.
  - K. Trench Excavation: Approval of Plan for Protection from Caving
    1. If the contract involves an estimated expenditure of more than \$25,000, for the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit, for acceptance and approval by the District or its designated engineer, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provision to be made for worker protection from the hazard of caving ground during such excavation, all in accordance with Labor Code Section 6705.
  - L. Excavations Deeper than Four Feet Involving Hazardous Wastes or Materially Different Site Conditions
    1. If the contract involves digging trenches or other excavations that extend deeper than four feet below the surface:
      - a. The Contractor shall promptly, and before any of the following conditions are disturbed, notify the District, in writing, of any:
        - (1) Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
        - (2) Subsurface or latent physical conditions at the site differing from those indicated;

- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, it shall issue a change order under the procedures described in the Agreement.
  - c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by contract or by law, which pertains to the resolution of disputes and protests between the contracting parties.

*SC-7.16 Shop Drawings, Samples and Other Submittals*

SC-7.16 Delete Paragraph 7.16.E.2 in its entirety and insert the following in its place:

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than two submittals. Engineer will record Engineer's time for reviewing a third or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

*SC-7.18 Indemnification*

SC-7.18.A Delete paragraph 7.18.A in its entirety and insert the following in its place:

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work or the failure, neglect or refusal of the Contractor to perform the Work and all obligations under the Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but

only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

#### **ARTICLE 8 – OTHER WORK AT THE SITE**

##### *SC-8.01 Other Work*

*SC-8.01* Add the following new paragraph immediately after Paragraph 8.01.D of the General Conditions:

- E Owner is aware of Other Work at the Site which is planned by others and relates to the Work contemplated by these Bidding Documents:

Roadway reconstruction by the City of Marina of Imjim Road from (and including) the intersection of Abrams Drive to (and including) the intersection of Reservation Road. Work is scheduled to begin April 1, 2020.

Safety improvements by the City of Marina at the intersection of California Ave and Marina Heights Drive including pedestrian walkway, curb, and striping improvements. Work is scheduled to begin April 1, 2020.

#### **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

##### *SC-9.13 Owner's Site Representative*

*SC-9.13* Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

*SC-9.13* Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be Harris & Associates. The authority and responsibilities of Owner's Site Representative follow: to be determined and provided to contractor at the Preconstruction Conference Meeting.

#### **ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

##### *SC-10.03 Project Representative*

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK***SC-SC-11.01 Amending and Supplementing Contract Documents*

SC-11.01 Insert the following subparagraphs immediately following 11.01.A.1.b.

- c. In signing a Change Order, the Owner and Contractor acknowledge and agree that:
- 1) the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages and other impact costs. This document will become a supplement to the Contract and all Contract provisions will apply hereto. It is understood that this Change Order shall be effective on the date approved by the Owner's Representative.
  - 2) the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
  - 3) no reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
  - 4) no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

*SC-SC-11.05 Change of Contract Times*

SC-11.05 Add the following new paragraphs immediately after 11.05.B:

C. Use of Float:

1. A request for adjustment of Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only when the time lost or gained exceeds the float for the activity at the time of the event giving rise to the claim. Float, the amount of time between the early start date and the late start date, or the early finish date and the late finish date, is jointly owned by both Owner and Contractor whether expressly disclosed or implied in any manner.
2. Contractor shall not use float suppression techniques (including, but not limited to, preferential sequencing caused by late starts of follow-up trades, unreasonably small crews, extended durations, or imposed dates) in information provided to Engineer.

D. Weather Days:

1. The Contract Time includes a weather day allowance of 25 working days. No extension in Contract Time will be allowed for the first 25 working days lost due to weather conditions.

**ARTICLE 12 - CLAIMS**

SC-12.01 Delete Paragraph 12.01 in its entirety and insert the following in its place:

12.01 Claims Process:

Claims between the Owner and Contractor shall be addressed as provided by California Public Contract Code Section 9204, which is set forth in its entirety:

Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

1. The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
2. Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
3. For purposes of this section:
  - a. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - ii. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - iii. Payment of an amount that is disputed by the public entity.
  - b. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
  - c. Public entity definition
    - i. "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
    - ii. "Public entity" shall not include the following:
4. The Department of Water Resources as to any project under the jurisdiction of that department.
5. The Department of Transportation as to any project under the jurisdiction of that department.
6. The Department of Parks and Recreation as to any project under the jurisdiction of that department.

7. The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
8. The Military Department as to any project under the jurisdiction of that department.
9. The Department of General Services as to all other projects.
10. The High-Speed Rail Authority.
  - a. "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
  - b. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
11. Claims process
  - a. Claims review and response
    - i. Upon receipt of a claim pursuant to this Section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
    - ii. The claimant shall furnish reasonable documentation to support the claim.
    - iii. If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to 3 days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
    - iv. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
  - b. Claims dispute
    - i. If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this Section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
    - ii. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

iii. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

iv. Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

v. This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

c. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

d. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

e. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original

contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

12. The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
13. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
14. This section applies to contracts entered into on or after January 1, 2017.
15. Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
16. This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.
17. Claims Process additional requirements:
  - a. Claims asserted by the Owner against the Contractor shall be submitted according to the procedures set forth above.
  - b. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled. Such a claim shall be submitted promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal.
  - c. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. m All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
  - d. Mediation:
    - i. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision.
18. Claims of \$375,000 or less shall be resolved in accordance with California Public Contract Code Section 20104 et seq. unless Owner elects to resolve the dispute in accordance with California Public Contract Code Section 10240 et seq.



**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK***SC-13.02 Allowances*

SC 13.02 Add the following new subparagraph immediately paragraph 13.02.D:

- E. *Reimbursement Allowance:* Contractor agrees that a reimbursement allowance, if any, is for reimbursement of the actual cost or fee for which it is designated (typically permits), without additional markup for overhead, profit or handling. If the Owner includes a reimbursement allowance in the Bid Form, the Owner will establish its value.

*SC-13.03 Unit Price Work*

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD***SC-15.01 Progress Payments*

SC 15.01.C Delete Paragraph 15.01.C.1 in its entirety and insert the following in its place:

1. Engineer will, within 7 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

*SC 15.03 Substantial Completion*

SC 15.03.A Add the following subparagraphs immediately after Paragraph 15.03.A:

1. The Work shall be Substantially Complete when the Work is able to convey water to all parts of the intended distribution system in accordance with the project documents, commissioning has been completed and accepted per the project documents, and final paving, as required per the project documents, is complete and has been accepted. All equipment shall be installed and operational, or temporary arrangements satisfactory to Owner shall have been made. Operational testing must be completed prior to the date of Substantial Completion.

2. To be considered substantially complete, all Work must be operational and ready for Owner's continuous use as intended.
3. Portions of the Work not essential to pipeline operation, which can be completed without interruption of pipeline operation, may be completed after the Work is accepted as Substantially Complete, and may include the following items:
  - a. Final O&M manuals.
  - b. Spare parts.
  - c. As-built documents.
  - d. Final clean-up.

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### SC-17.01 *Methods and Procedures*

SC-17.01 Add the following subparagraphs immediately after Paragraph 17.01.B.3:

4. resolve claims of \$375,000 or less pursuant to California Public Contract Code Section 20104 et seq., unless Owner elects to resolve the dispute pursuant to California Public Contract Code Section 10240 et seq.

## ARTICLE 18 – MISCELLANEOUS

### SC-18.06 *Survival of Obligations*

SC-18.06 Delete paragraph 18.06.A in its entirety and replace it with the following:

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations in accordance with California Commercial Code, Section 1101 et seq., and as indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### SC 18.07 *Controlling Law*

SC-18.07 Delete paragraph 18.07.A in its entirety and replace it with the following:

- A. This Contract shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

## SECTION 02742A

### ASPHALTIC CONCRETE PAVING (CA)

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Paving shall comply with the paving requirements of the local agency having jurisdiction, which shall take precedence over the requirements in this Section.
- B. Where paving is required in other areas, or if the local agency having jurisdiction does not have paving requirements, the requirements of this Section shall govern.
- C. Temporary paving is defined in this Section. If a local agency having jurisdiction has a temporary paving requirement, the local agency requirement shall take precedence over the requirements in this Section.

##### 1.02 REFERENCES

- A. ASTM International (ASTM):
  - 1. D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft. lbf/f<sub>4</sub><sup>3</sup>)(2,700 kN-m/m<sup>3</sup>).
  - 2. D1561 - Standard Practice for Preparation of Bituminous Mixture Test Specimens by Means of California Kneading Compactor.
- B. Caltrans Standard Test Methods:
  - 1. Calif Test 202 - Sieve Analysis of Fine and Coarse Aggregates.
  - 2. Calif Test 304 - Preparation of Bituminous Mixtures for Testing.
  - 3. Calif Test 362 - Determining Asphalt Content in Bituminous Mixtures by Vacuum Extraction.
  - 4. Calif Test 375 - Determining the In-Place Density and Relative Compaction of AC Pavement.
  - 5. Calif Test 379 - Determining Asphalt Content in Bituminous Mixtures (Troxler Nuclear Gauge Model 3241).
- C. State of California Department of Transportation Standard Specifications, latest edition (Caltrans Standard Specifications):
  - 1. Section 37 - Bituminous Seals.
  - 2. Section 39 - ~~Hot Mix Asphalt~~ Asphalt Concrete.
  - 3. ~~Section 88 - Geosynthetics.~~
  - 4. ~~3.~~ Section 92 - ~~Asphalt~~ Binders.
  - 5. ~~Section 93 - Liquid Asphalts.~~
  - 4. Section 94 - Asphaltic Emulsions.
  - 6. ~~5.~~ Section 96 - Geosynthetics.

##### 1.03 SYSTEM DESCRIPTION

- A. This Work shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, spreading and compaction of the mixture as specified and as indicated on the Drawings.

- B. In general, asphalt concrete and asphalt concrete base shall conform to Section 39 ~~“Hot Mix Asphalt,”~~ and all applicable referenced sections of the Caltrans Standard Specifications:
  - 1. Where conflicts exist, this specification shall govern.
- C. Temporary paving:
  - 1. Temporary paving shall be per the requirements of the Authority Having Jurisdiction. Where the Authority Having Jurisdiction does not specify temporary paving requirements, the following requirements shall apply:
    - a. Trenches shall be paved with temporary Hot Mix Asphalt pavement immediately following the trench backfill.
    - b. All temporary asphalt shall be a minimum 2 inches thick for roads with a speed limit of 25 miles per hour or less and a minimum 3 inches thick for roads with a speed limit over 25 miles per hour.
    - c. Temporary asphalt shall be properly compacted flush with existing paving using a vibratory roller or vibratory plate.
  - 2. All temporary paving must be kept up daily at the Contractor's expense.

#### **1.04 DEFINITIONS**

- A. “Asphalt Concrete” as used by Caltrans shall be considered the “Surface Course,” or the final lift of the pavement section.
- B. “Asphalt Concrete Base” as used by Caltrans shall be the remaining portion of the asphalt pavement section excluding the final lift.
- C. “Asphalt Pavement” shall be the total pavement section of asphalt including Asphalt Concrete and Asphalt Concrete Base.

#### **1.05 SUBMITTALS**

- A. Mix design.
- B. Shop drawings.
- C. Product data:
  - 1. Asphalt.
  - 2. Asphalt aggregate.
  - 3. Pavement reinforcing fabric.
- D. Quality control submittals:
  - 1. Test results.
  - 2. Certificate of Compliance.
  - 3. Certificate of Competence.
- E. Equipment list.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Asphalt pavement delivery:
  - 1. Transport the mixture from the mixing plant to the point of use in vehicles having tight bodies previously cleaned of all foreign materials.
  - 2. Treat bodies as necessary to prevent material from sticking to the bodies.

3. Cover each load with canvas or other suitable material of sufficient size and thickness to protect the asphalt mixture from the weather.

## 1.07 PROJECT CONDITIONS

- A. Environmental requirements:
  1. Asphalt concrete:
    - a. Place asphalt concrete only when surface is dry, and when atmospheric temperature in the shade is 40 degrees Fahrenheit and rising, or above 50 degrees Fahrenheit if falling.
    - b. Do not place asphalt concrete when weather is foggy or rainy, when base on which material is to be placed is in wet or frozen conditions, or when, in the opinion of the Engineer, weather conditions will prevent proper handling, finishing, or compaction of the mixtures.
  2. Prime coat:
    - a. Do not apply prime coat when atmospheric temperature is below 60 degrees Fahrenheit.
    - b. Apply prime coat only when base course is dry or contains moisture not in excess of that which will permit uniform distribution and desired penetration.

## PART 2 PRODUCTS

### 2.01 ASPHALT PAVEMENT MATERIALS

- A. Asphalts:
  1. Asphalt binder: Steam-refined paving asphalt, PG 64-10 conforming to Section 92-~~1.02G~~ "Grades" of the Caltrans Standard Specifications.
  2. Prime coat and tack coat: ~~Grade SC-70-c~~ conforming to Section ~~9339~~ of the Caltrans Standard Specifications.
  3. Fog seal: Asphaltic emulsion, Grade SS-1h.
- B. Asphalt aggregate:
  1. Aggregate for asphalt concrete shall conform to Section 39-~~1.02E~~ of the Caltrans Standard Specifications for Type B grading, 1/2-inch maximum, medium.
  2. Aggregate for asphalt concrete base shall conform to Section 39-~~1.02E~~ of the Caltrans Standard Specifications for Type B grading.
- C. Asphalt pavement shall be produced in a batch mixing plant, a continuous pugmill mixing plant, or dryer-drum mixing plant:
  1. Proportioning shall conform to Section 39-~~3.03~~ of the Caltrans Standard Specifications.
  2. Mixing shall conform to Section 39-~~3.04~~ of the Caltrans Standard Specifications.

### 2.02 PAVEMENT-REINFORCING FABRIC

- A. Pavement-reinforcing fabric shall conform to Section ~~88-1.0296~~ and all applicable referenced sections of the Caltrans Standard Specifications, at the following locations:
  1. All asphalt pavement.

## **2.03 SLURRY SEAL**

- A. Slurry seal, Type II, shall be applied in conformance with the provisions in Section 37-2, and all applicable referenced sections of the Caltrans Standard Specifications, at the following locations:
  - 1. At all locations indicated on the Drawings.

## **2.04 AGGREGATE BASE COURSE**

- A. Aggregate base course: As specified in Section 02050 - Soils and Aggregates for Earthwork.
- B. Aggregate base course shall be placed at the following locations:
  - 1. Trench structural section below asphalt pavement.
- C. Compacted thickness of aggregate base course shall be the 12 inches or match existing, whichever is greater, unless otherwise indicated.

## **2.05 EQUIPMENT**

- A. Spreading and compacting equipment:
  - 1. Spreading equipment shall conform to Section 39-1.10 and all applicable referenced sections of the Caltrans Standard Specifications:
    - a. Only in areas inaccessible to the machine, by approval of the Engineer, will hand spreading be permitted.
  - 2. Compaction equipment shall conform to Section 39-1.10 and all applicable referenced sections of the Caltrans Standard Specifications.

## **2.06 SOURCE QUALITY CONTROL**

- A. The Engineer will perform sampling and tests of materials in accordance with California Test Method Number 304 and California Test Method Number 362 or 379, as applicable. Samples will be taken from materials as delivered to the site.

# **PART 3 EXECUTION**

## **3.01 EXAMINATION**

- A. Verification of conditions: Verify surfaces and site conditions are ready to receive work. If unsatisfactory conditions exist, do not commence installation until such conditions have been corrected. Beginning application means acceptance of existing conditions.

## **3.02 PREPARATION**

- A. Protection:
  - 1. Protect concrete pavements and walks, curbs and bases, and other improvements adjacent to the operations with suitable materials.

2. Building and other surfaces shall be covered with paper or other protection, when required.
3. Contractor shall be responsible for any damage caused by Contractor's employees. All damage caused by the Contractor's operations shall be repaired to the satisfaction of the Engineer at no additional cost to Owner.

B. Subgrade preparation:

1. Immediately prior to applying prime coat or tack coat, or immediately prior to placing the asphalt pavement when prime coat or tack coat is not required, the subgrade to receive asphalt pavement shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be cleaned to remove any loose or extraneous material.
2. If the asphalt pavement is to be placed on an existing base or pavement that was not constructed as part of the contract, the Contractor shall clean the surface by sweeping, flushing, or other means to remove all loose particles of paving, all dirt, and all other extraneous material immediately before applying the prime coat or tack coat.

### 3.03 PRIME COAT AND TACK COAT

A. Prime coat:

1. A prime coat of liquid asphalt shall be applied on all surfaces of base course material to be paved.
2. Prime coat shall be applied at a rate of 0.25 gallons per square yard and shall conform to ~~Section 93-1.03 of~~ the Caltrans Standard Specifications for the distributor application of the grade of liquid asphalt being used.

B. Tack coat:

1. A tack coat of asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, or as otherwise specified in this Section.
2. Tack coat shall be applied in one application at a rate of 0.1 gallons per square yard of surface covered.

### 3.04 ASPHALT PAVEMENT

- A. Compacted thickness of asphalt pavement shall be the 4 inches or match existing, whichever is greater, unless otherwise indicated.
- B. Placing materials in a windrow, then picking it up and placing it in the asphalt paver with loading equipment, will be permitted provided that:
  1. The asphalt paver is of such design that the material will fall into a hopper that has a movable bottom conveyor to feed and screed.
  2. The loader is constructed and operated so that substantially all of the material deposited into windrows is picked up and deposited into the paving machine.
  3. The windrow is deposited only so far in advance of the paver to provide for continuous operation of the paver and not so far as to allow the temperature of the asphalt pavement in the windrow to fall below 260 degrees Fahrenheit.
- C. Unless lower temperatures are directed by the Engineer, asphalt concrete shall be spread, and the first coverage of initial or breakdown compaction shall be performed when the temperature of the mixture is not less than 250 degrees Fahrenheit, and

all breakdown compaction shall be completed before the temperature of the mixture drops below 205 degrees Fahrenheit.

- D. Asphalt pavement shall be spread and compacted in not more than 2 inch layers and of the thicknesses indicated in the following table:
  - 1. A thickness tolerance of within 0.1 inches is allowed for asphalt concrete.
  - 2. A total thickness tolerance of within 0.2 inches is allowed for asphalt concrete base.
- E. A layer shall not be placed over another layer until the temperature of the layer is less than 160 degrees Fahrenheit at mid depth:
  - 1. If the temperature of any layer drops below 140 degrees Fahrenheit, or if directed by the Engineer, apply tack coat before placing next layer.
- F. Unless otherwise indicated on the Drawings, asphalt mixtures shall not be handled, spread, or windrowed in a manner that will stain the finished surface of any pavement or other improvements.
- G. The completed mixture shall be deposited on the prepared subgrade at a uniform quantity per linear foot, as necessary to provide the required compacted thickness without resorting to spotting, picking up, or otherwise shifting the mixture.
- H. Spreading:
  - 1. All layers of asphalt pavement shall be spread with an asphalt paver and shall conform to Section 39-~~1.11~~ and all applicable referenced sections of the Caltrans Standard Specifications.
  - 2. At locations where the asphalt pavement is to be placed over areas inaccessible to spreading and rolling equipment, all layers of asphalt pavement shall be distributed directly out of the back of the dump truck and spread by hand:
    - a. Asphalt pavement spread by hand shall be compacted thoroughly to the required lines, grades, and cross-sections by means of pneumatic tampers, or by other methods that will produce the same degree of compaction as pneumatic tampers.
- I. Compaction:
  - 1. Compaction of asphalt pavement shall conform to Sections 39-~~1.11~~, ~~39-3.03~~, ~~39-3.04~~, and all applicable referenced sections of the Caltrans Standard Specifications.
  - 2. Minimum required density for each layer of asphalt pavement shall be 95 percent of that obtained in the laboratory in accordance with ASTM Test Method D1561.
- J. Segregation shall be avoided, and the surfacing shall be free of pockets of coarse or fine material. Asphalt pavement containing hardened lumps shall not be used:
  - 1. In areas inaccessible to paving and compacting equipment where spreading is done by hand, minimize the amount of segregation.



- K. Location of longitudinal joints in the top layer will be determined by the Engineer and shall not adversely affect the quality of the finished product.
- L. At all locations, or as directed by the Engineer, the asphalt concrete shall be square and at least 1-inch thick when conforming to existing surfacing. Tapering or feathering is not allowed.

### **3.05 FIELD QUALITY CONTROL**

- A. Construction Manager shall pay for and perform all asphalt testing.
- B. Contractor shall control the quality of Work. Contractor shall anticipate the following testing will be performed:
  - 1. The type and size of the samples shall be suitable to determine conformance with stability, density, thickness, and other specified requirements. Use an approved power saw or core drill for cutting samples. Furnish all tools, labor, and materials for cutting samples, testing, and replacing the pavement where samples were removed. Take a minimum of 1 sample for every 4,000 square feet of asphalt pavement placed.
  - 2. In-place density and compaction tests of the completed pavement in accordance with California Test Method Number 375, to determine compliance with the specified requirements. Submit test results to Engineer for approval.
- C. Cracks, settling of surface, improper drainage, improper compaction, and sloppy connection to previously laid surfaces will be construed as improper workmanship and will not be accepted.

### **3.06 REQUIREMENTS OF AGENCIES HAVING JURISDICTION**

- A. City of Marina:
  - 1. Per the City's Encroachment Permit Requirements.
  - 2. Final paving should occur after each segment of pipe is installed.
  - 3. Compaction testing results shall be provided to the City for review no later than the day after compaction testing takes place:
    - a. Compaction testing shall occur per ASTM (not Caltrans)
- B. City of Seaside:
  - 1. Per the City's Encroachment Permit Requirements.
  - 2. Temporary paving shall be flush with the existing street.
  - 3. Minimum of 2 inches of temporary paving shall be provided.
- C. Monterey County:
  - 1. Per the County's Encroachment Permit Requirements.

### **3.07 MAINTENANCE OF PAVEMENT**

- A. Upon completion of final rolling, traffic shall not be permitted on the finished pavement for at least 6 hours, or until the asphalt pavement has cooled sufficiently to withstand traffic without being deformed.

### **3.08 WORKMANSHIP AND WARRANTY**

- A. Contractor shall provide written warranty against defects in materials or workmanship for a period of not less than 1 year upon completion of Work.

END OF SECTION