

Attachment C

COUNTY OF MONTEREY

PUBLIC WORKS, FACILITIES, AND PARKS

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**SEAL COAT FY24
PROJECT NO. 5524**

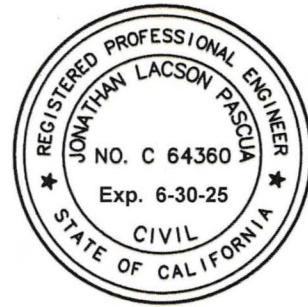


NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

SEAL COAT FY24
PROJECT NO. 5524

The Special Provisions contained herein have been prepared by or under the direction of the following registered person.


Jonathan L. Pascua Date 2/27/24



FOR USE IN CONNECTION WITH THE STANDARD SPECIFICATIONS 2022, THE STANDARD PLANS 2022, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS. THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

OFFICE OF THE COUNTY
COUNSEL-RISK MANAGEMENT
APPROVED AS TO FORM

DocuSigned by:
Mary Grace Perry

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By: MARY GRACE PERRY
Deputy County Counsel

OFFICE OF THE COUNTY
COUNSEL-RISK MANAGEMENT
APPROVED AS TO INDEMNITY/
INSURANCE PROVISIONS

DocuSigned by:
Bolton, David

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By: DAVID BOLTON
Risk Manager

AUDITOR-CONTROLLER
APPROVED AS TO FISCAL TERMS
PROVISIONS

DocuSigned by:
Ma Mon

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By: MA MON
Chief Deputy Auditor Controller

Date: 2/27/2024 | 3:05 PM PST

Date: 2/27/2024 | 3:11 PM PST

Date: 2/27/2024 | 3:12 PM PST

TABLE OF CONTENTS

DIVISION I GENERAL PROVISIONS 7

 1 GENERAL 7

 2 BIDDING 8

 3 CONTRACT AWARD AND EXECUTION 10

 5 CONTROL OF WORK 11

 6 CONTROL OF MATERIALS 12

 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC 12

 8 PROSECUTION AND PROGRESS 13

 9 PAYMENT 13

DIVISION II GENERAL CONSTRUCTION 16

 10 GENERAL 16

 12 TEMPORARY TRAFFIC CONTROL 16

 13 WATER POLLUTION CONTROL 18

 15 EXISTING FACILITIES 18

DIVISION III EARTHWORK AND LANDSCAPE 19

 17 GENERAL 19

DIVISION V SURFACINGS AND PAVEMENTS 20

 37 SEAL COATS 20

 39 HOT MIX ASPHALT 20

DIVISION VIII MISCELLANEOUS CONSTRUCTION 21

 78 INCIDENTAL CONSTRUCTION 21

APPENDIX I SAMPLE AGREEMENT 22

STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Standard Plans of 2022 and the Revised Standard Plans, which apply to this contract, are included as attachments to these Special Provisions.

GENERAL ROAD WORK

MISCELLANEOUS

A3A	Abbreviations
A3B	Abbreviations
A3C	Abbreviations
A10A	Legend - Lines and Symbols
A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A20C	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
A24A	Pavement Markings – Arrows
A24B	Pavement Markings – Arrows and Symbols
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings – Words
A24E	Pavement Markings – Words, Limit and Yield Lines
A73B	Markers
A87B	Hot Mix Asphalt Dikes

TEMPORARY FACILITIES

T11	Traffic Control System for Lane Closure On Multilane Conventional Highways
T12	Traffic Control System for Half Road Closure On Multilane Conventional Highways and Expressways
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
T17	Traffic Control System for Moving Lane Closure On Two Lane Highways

ROADSIDE SIGNS

RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES AND PARKS

NOTICE TO BIDDERS

Sealed bids will be received at the office of the Clerk of the Board of Supervisors, County of Monterey, Government Center, County Administration Building, 168 W. Alisal Street, 1st Floor, Salinas, California 93901 (Mailing Address: P O Box 1728, Salinas, California 93902-1728), until 2:00 p.m., on April 12, 2024, for the:

SEAL COAT FY24
PROJECT NO. 5524

as shown on the plans, at which time they will be publicly opened and read in the County of Monterey, Government Center, County Administration Building, Board Chambers, 168 W. Alisal Street, Salinas, California 93901.

The work, in general, consists of placing seal coat on existing pavement, including but not limited to removal and placement of pavement delineation, pavement repair, hot-mix-asphalt overlay, adjustment of frame and cover to grade, clearing and grubbing, and traffic control. The Engineer's Estimate for this project is \$2,384,000.

The Bidder shall possess a valid Class A license at the time of the bid opening.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent (10%) of the amount bid, must accompany the bid.

The successful bidder shall furnish a payment bond and a performance bond each in the amount of one hundred percent (100%) of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website:

<https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>

Plan holders must register before they can view or download the documents. A copy of the electronic files on digital media is also available at the County of Monterey Department of Public Works, Facilities and Parks (PWFP), 1441 Schilling Place, Salinas, California 93901 for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to Section 5.08.120 of the Monterey County Code, all contractors and subcontractors providing work, laborers, or materialmen on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents.

Pursuant to California Labor Code Section 1773, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at PWFP-Public Works, 1441 Schilling Place, Salinas, California 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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

provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

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

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

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

Date: March 19, 2024

RANDELL ISHII, MS, PE, TE, PTOE
DIRECTOR OF PUBLIC WORKS, FACILITIES & PARKS
COUNTY OF MONTEREY

DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

COUNTY OF MONTEREY

STATE OF CALIFORNIA

SPECIAL PROVISIONS

SEAL COAT FY24

PROJECT NO. 5524

ORGANIZATION

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

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications*.

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

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DIVISION I GENERAL PROVISIONS

1 GENERAL

Replace Reserved in Section 1-1.03 with:

1-1.03 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2018 as indicated herein, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions will take precedence over and be used in lieu of such conflicting portions.

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

Revisions to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revision shall take precedence over and be used in lieu of the conflicting portions.

Add to Section 1.07A:

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, are interpreted as follows:

Add to Section 1-1.07B

The following terms defined in Section 1-1.07, "Definitions," of the Standard Specifications shall be interpreted to have the following meaning and intent:

- State: County of Monterey
- Department: The Monterey County Department of Public Works, Facilities and Parks
- Director: Chair of the Board of Supervisors
- Engineer: Director of Public Works of Monterey County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

DEFINITIONS IN SPECIAL PROVISIONS:

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

- Board of Supervisors: The governing body of the County of Monterey
- Caltrans: California Department of Transportation
- County: The County of Monterey, a political subdivision of the State of California
- Clerk of the Board: The Clerk of the Monterey County Board of Supervisors
- Director of Public Works: Director of Public Works, Facilities, and Parks.
- Attorney General: Office of the County Counsel-Risk Management County of Monterey
- Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
- Owner: County of Monterey
- Authorized Material List: Caltrans prequalified products list
- 2022 Standard Plans 2022 Standard Plans and Revised Standard Plans dated 11-14-2022 of the State of California, Department of Transportation

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2 BIDDING

Add to Section 2-1.06A:

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, Book Two.

Add to Section 2-1.07:

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

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

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

Replace Section 2-1.27 with:

2-1.27 GOOD FAITH EFFORT TO EMPLOY RESIDENTS OF MONTEREY BAY AREA:

In accordance with Section 5.08.120 of the Monterey County Code (MCC), all contractors and subcontractors providing work, laborers, or materialmen/women on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents. A certification form relating to compliance with Section 5.08.120 is furnished with the bid documents. You must complete the certification form and submit the certification form with the sealed bid. The Monterey County Board of Supervisors may deem your bid non-responsive for failure to abide by the good-faith local hiring provisions of Section 5.08.120.

If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for a public work of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for a public work of improvement for a period of one (1) year from the date of the Board's disqualification of said contractor. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

"Resident of Monterey Bay Area" means a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

A "good-faith effort" means the contractor will take the following or similar actions to recruit and maintain Monterey Bay Area residents as part of the construction workforce:

Contact local recruitment sources, including local hiring halls, to identify qualified individuals who are Monterey Bay Area residents;

Advertise for qualified Monterey Bay Area residents in trade papers, electronic/"on-line" sources, and a newspapers of general circulation in the Monterey Bay Area, unless time limits imposed by the County do not permit such advertising.

If portions of the work are to be performed by subcontractors, identify qualified subcontractors whose work force includes Monterey Bay Area residents; and

If current workforce does not exceed the fifty (50) percent local requirement, develop a written plan to recruit Monterey Bay Area residents as part of the construction workforce.

The Contractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classifications, hours worked, proof of journey person or apprenticeship status, per diem wages and benefits of each person employed by the contractor, the contractor's subcontractors on the project, including full-time, part-time, permanent and temporary employees, and make sure records are available to the County with submission of final certified payroll records prior to final payment.

The Contractor shall keep, and provide to the County, on forms acceptable to the County, an accurate record documenting compliance with this provision. Said records shall include; a listing by name and

business address of all local recruitment sources contacted by the contractor, the date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires made as a result of the contract, and the identity of business address of the person(s) hired pursuant to the contact.

At the conclusion of the project and at other intervals as may be deemed appropriate by the Engineer, the contractor shall provide a summary report of the percentage of actual labor work hours performed by Monterey Bay Area residents on the project.

Contractors and subcontractors are referred to the provisions of MCC Section 5.08.120 and the rules, regulations, and procedures adopted to implement Section 5.08.120, which are online at:

https://library.municode.com/ca/monterey_county/codes/code_of_ordinances?nodeId=TIT5REFI_CH5.08BI_5.08.120LOEMUBWOCO

Add to Section 2-1.34:

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

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3 CONTRACT AWARD AND EXECUTION

Replace Section 3-1.04 with:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5:00 p.m. of the fifth business day following the notice of intent to award the contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: Monterey County Department of Public Works to the attention of the project manager, 1441 Schilling Place, Salinas, California, 93901. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager's E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

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

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed.

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

The contract must be executed by the successful bidder and must be returned, together with the contract bonds and insurance certificates, to the Monterey County Public Works Department so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so will be just cause for forfeiture of the bid guaranty. The executed contract documents must be delivered to the following address: Monterey County Department of Public Works, 1441 Schilling Place, Salinas, California, 93901.

Replace No. 2 in the 1st paragraph in Section 3-1.05 with:

6 CONTROL OF MATERIALS

Replace Reserved in Section 6-2.01G with:

6-2.01G QUALITY ASSURANCE PROGRAM:

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

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

Schedule work to allow time for QAP.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace Reserved in Section 7-1.02K(6)(f) with:

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

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

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

For Federal minimum wage rates see the website <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

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

Add to Section 7-1.06D(2):

The following additional requirements must be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, design consultants, and employees as additional insured's in the form approved by the County of Monterey must also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance will not be reduced or prorated due to the existence of such other insurance.

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

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein must be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance must, without any qualification thereto, contain the following statement:

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

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

Insurance coverage in the minimum amounts set forth herein will not be construed to relieve the Contractor for liability in excess of such coverage, nor will it preclude the State of California or County of Monterey from taking such other actions as are available to them under any other provision of this contract (except retention of money due to the Contractor) or otherwise in law.

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

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

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8 PROSECUTION AND PROGRESS

Add to Section 8-1.03:

A pre-construction conference will be held at the office of the Monterey County Department of Public Works, Facilities & Parks, 1441 Schilling Place, 2nd floor, Salinas, California, 93901 where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

Add to Section 8-1.05:

Begin work within 15 calendar days of the issuance of the Notice to Proceed by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of THIRTY-FIVE (35) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

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9 PAYMENT

Replace Reserved in Section 9-1.16E(6) with:

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

A prime contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Business and Professions Code Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

Replace Section 9-1.16F with:

Progress payment shall not be made in excess of 95% of the actual work completed.

County withholds five (5) percent from progress payment until final completion and acceptance of the project by the Board of Supervisors.

Replace Section 9-1.22 with:

- A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):
- 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
 - 1b. This article will not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
 - 2a. "Public Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.
 - 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
 3. The provisions of this article or a summary thereof must be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
 4. This article applies only to contracts entered into on or after January 1, 1991.
- B. Claims; requirements (Public Contract Code Section 20104.2):
- For any claim subject to this article, the following requirements apply:
1. The claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - 2a. For claims of less than fifty thousand dollars (\$50,000), the local agency must respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - 2b. If additional information is thereafter required, it must be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

- 2c. The local agency's written response to the claim, as further documented, must be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 - 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency must respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - 3b. If additional information is thereafter required, it must be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 3c. The local agency's written response to the claim, as further documented, must be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
 4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency must schedule a meet-and-confer conference within 30 days for settlement of the dispute.
 5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed must be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contract Code Section 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court will submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process will provide for the selection within 15 days by both parties of a disinterested third person as mediator, will be commenced within 30 days of the submittal, and will be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - 2a. If the matter remains in dispute, the case must be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) will apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators will, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment must, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code Section 2104.6):
1. The County of Monterey will not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract.

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

AA

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to Section 10-1.02C(3):

Perform clearing and grubbing in the median areas prior to performing seal coat and or paving activities.

Add to Section 10-1.02D:

Clean the pavement and ensure it is free of dust, mud, dirt, debris, or extraneous material IMMEDIATELY before applying seal coat, slurry seal, tack coat, hot mix asphalt, traffic stripes, pavement markings and pavement markers. Cleaning the pavement and maintaining it clean prior to these activities is included in the contract price paid for the various contract items of work.

Replace Reserved in Section 10-1.06 with:

10-1.06 CLEARING AND GRUBBING:

Perform clearing and grubbing activities prior to paving and seal coat application.

Replace Reserved in Section 10-1.07 with:

10-1.07 PAVING:

Prior to the start of the operation for cold plane asphalt concrete pavement, the contractor must have a certified asphalt concrete plant and an approved mix design for the initial asphalt concrete paving layer.

Prior to applying hot mix asphalt (type A), seal coat, slurry seal and tack coat, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the hot mix asphalt (type A) and tack coat have been placed. After completion of hot mix asphalt (type A) and tack coat operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover is included in the contract price paid per ton for the item of work involved, and no additional compensation is allowed therefor.

AA

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-3.32C:

Seven (7) calendar days prior to the start of work, place portable changeable message signs at minimum, at both begin and end limits of construction, warning the public of expected delays due to construction activities, as directed by the Engineer.

Portable changeable message signs are part of traffic control system.

Replace Reserved in Section 12-4.02C(3)(k) with:

Chart No. 1 Conventional Highway Lane Requirements																									
County: Monterey							Route/Direction: Blanco Rd / EB and WB																		
Closure Limits: From Davis Rd to Luther Way																									
FROM HOUR TO HOUR	24	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Fridays	1	1	1	1	1	1					1	1	1	1	1	1					1	1	1	1	1
Saturdays	1	1	1	1	1	1																			
Sundays																					1	1	1	1	1
Legend:																									
<input type="checkbox"/> 1 One lane closure permitted; maintain one thru lane in each direction.																									
<input type="checkbox"/> No closure permitted.																									
REMARKS: Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																									

Chart No. 2 Conventional Highway Lane Requirements																									
County: Monterey							Route/Direction: River Rd / EB and WB																		
Closure Limits: From 1.3 miles east of Chualar River Rd to 2.6 miles east of Chualar River Rd.																									
FROM HOUR TO HOUR	24	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Fridays	x	x	x	x	x	x				x	x	x	x	x	x	x					x	x	x	x	x
Saturdays	x	x	x	x	x	x																			
Sundays																					x	X	x	x	x
Legend:																									
<input type="checkbox"/> x One-lane reversible traffic control permitted.																									
<input type="checkbox"/> No closure permitted.																									
REMARKS: Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																									

DIVISION V SURFACINGS AND PAVEMENTS

37 SEAL COATS

Add to the end of Section 37-2.01C(3):

Fog seal asphalt patches (digout areas) and profile grind areas before placement of chip seal. The fog seal must be completely cured prior to chip seal construction.

Add to the end of Section 37-2.03B(3):

Aggregate for a polymer modified asphaltic emulsion chip seal must comply with the 3/8-inch gradation.

Add to the end of Section 37-3.01B(2):

Aggregate for slurry seal must be Type II.

Replace the paragraph in Section 37-4.02B with:

Use quick setting asphaltic emulsion.

39 HOT MIX ASPHALT

Replace Reserved in Section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Replace the 2nd paragraph in Section 39-3.04A with:

Cold planing asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planing; and includes producing, placing, and removing HMA for temporary tapers.

Replace the 3rd paragraph in Section 39-3.04A with:

Schedule cold planing activities such that not more than 7 days has elapse between the time the pavement is cold planed and the time the HMA is placed. Items 2 and 3 of the last paragraph of Section 39-3.04C(1) do not apply.

Add to the end of Section 39-3.04C(3):

Salvage the planed material. Haul and stockpile planed materials at the Monterey County stockpile area located at the intersection of Market Street and Davis Road, in Salinas; or as directed by the Engineer.

AA

DIVISION VIII MISCELLANEOUS CONSTRUCTION

78 INCIDENTAL CONSTRUCTION

Add to Section 78-2.02:

Use the following survey monument frame and cover/handhole:

Manufacturer: Oldcastle Infrastructure

Product: Christy® G03

APPENDIX I SAMPLE AGREEMENT

CONTRACT FOR PUBLIC WORK
COUNTY OF MONTEREY
STATE OF CALIFORNIA
PROJECT NO. 5524

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and _____, hereinafter called the "Contractor," (collectively referred to as "the parties").

WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

SEAL COAT FY24
PROJECT NO. 5524

in accordance with this AGREEMENT and with all of the following additional Contract documents which are incorporated into and made a part of this AGREEMENT:

- (a) The Standard Specifications 2022, and the Standard Plans 2022, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

PROJECT PLANS FOR CONSTRUCTION ON
BLANCO ROAD, RESERVATION ROAD, & RIVER ROAD
PROJECT NO. 5524

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds
- (f) Certificate of Insurance
- (g) The accepted bid/proposal including the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) Statement Concerning Employment Of Undocumented Aliens
 - (7) Contractor's Certificate As To Workers' Compensation
 - (8) Waiver for Payment Adjustments for Price Index Fluctuations

- (9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- (10) List of Satisfied Public Agencies
- (11) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one (1) and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this AGREEMENT and the Contractor's bid or proposal, then this AGREEMENT shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his/her/its employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

SEAL COAT FY24
PROJECT NO. 5524

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	Construction Area Signs	LS	1		
2	120100	S	Traffic Control System	LS	1		
3	130100		Job Site Management	LS	1		
4	130200		Prepare Storm Water Control Plan	LS	1		
5	160101		Clearing and Grubbing	LS	1		
6	373900		Asphaltic Emulsion	TON	25		
7	374492		Asphaltic Emulsion (Polymer Modified)	TON	161		
8	375002		Aggregate (Seal Coat)	TON	1,271		
9	377501		Slurry Seal (Type II)	TON	787		
10	390011	S	Prepaving Inertial Profiler	LS	1		
11	390020		Prepaving Grinding Day	DAY	6		
12	390095		Replace Asphalt Concrete Surfacing	CY	3,390		
13	390132		Hot Mix Asphalt (Type A)	TON	1,450		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
14	398200		Cold Plane Asphalt Concrete Pavement	SQYD	8,590		
15	810120		Remove Pavement Marker	EA	1,615		
16	810230	S	Pavement Marker (Retroreflective)	EA	1,615		
17	840516	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	1,844		
18	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	73,400		
19	846008	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 8-4)	LF	300		
20	840615	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 18-12)	LF	13,214		
21	846009	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	1,752		
22	846013	S	12" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	110		
23	846030		Remove Thermoplastic Traffic Stripe	LF	88,635		
24	846035		Remove Thermoplastic Pavement Marking	SQFT	1,924		
25	860810	S	Inductive Loop Detectors	LS	1		
TOTAL COST							

F – Final Pay Item

S – Specialty Item

4. PUBLIC WORKS CONTRACT

The parties to this AGREEMENT understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 which states:

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

- (b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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 the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
- (c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date appearing below their respective signatures.

CONTRACTOR:

(Name of Company)

By:

Corp: Signature of Chair, President, or Vice-President
LLC: Signature of Manager

Printed Name

Its:

Title

Date:

By:

Corp: Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer
LLC: Signature of Manager

Printed Name

Its:

Title

Date:

COUNTY OF MONTEREY:

AUDITOR-CONTROLLER

APPROVED AS TO FISCAL TERMS
PROVISIONS

By:

Name: _____
Randell Ishii, MS, PE, TE, PTOE

Title: _____
Director of Public Works, Facilities
and Parks

Dated:

OFFICE OF COUNTY COUNSEL-
RISK MANAGEMENT

APPROVED AS TO FORM

By:

Name: _____
Mary Grace Perry

Title: _____
Deputy County Counsel

Date:

By:

Name: _____
Ma Mon

Title: _____
Chief Deputy Auditor-Controller

Date:

OFFICE OF COUNTY COUNSEL-
RISK MANAGEMENT

APPROVED AS TO INDEMNITY/
INSURANCE PROVISIONS

By:

Name: _____
David Bolton

Title: _____
Risk Manager

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

SEAL COAT FY24
PROJECT NO. 5524

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we _____, as Principal, and _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars (\$ _____) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each

corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

**COUNTY OF MONTEREY
PERFORMANCE BOND**

WHEREAS, the County of Monterey has awarded to Principal, _____
as Contractor, a Contract for the following project:

SEAL COAT FY24
PROJECT NO. 5524

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said
Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we _____, as
Principal, and _____
as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of
California (hereinafter called "County"), in the penal sum of _____
Dollars (\$ _____), for the payment of
which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or
assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants,
conditions, and agreements in said Contract and any alteration thereof made as therein provided, on
Principal's part to be kept and performed, at the time and in the manner therein specified and in all
respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless
the County, the members of its board of supervisors, and its officers, agents and employees as therein
stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force
and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to
the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the
specifications accompanying the same, shall in any way affect its obligation under this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of said
Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract
by the County of Monterey, the County of Monterey having performed its obligation under the Contract,
Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in
accordance with its terms or conditions, and upon determination by County of Monterey and
Surety of the lowest responsible and responsive bidder, arrange for a Contract between such
bidder and County of Monterey, and make available as work progresses (even though there
should be a default or a succession of defaults under the Contract or Contracts of completion
arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of
Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal
By _____
Name and Title _____

(Corporate Seal)

Surety
By _____
Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

COUNTY OF MONTEREY

PUBLIC WORKS, FACILITIES, AND PARKS



BOOK TWO
BID FORM

SEAL COAT FY24
PROJECT NO. 5524

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO. _____ **AREA CODE (** _____ **)**

FAX NO. _____ **AREA CODE (** _____ **)**

CONTRACTOR LICENSE NO. _____

APPROVED AS TO FORM:

DocuSigned by:

Mary Grace Perry / 27/2024 | 3:05 PM PST

76A18B9BA72D498

MARY GRACE PERRY
Deputy County Counsel

BID / PROPOSAL

SEAL COAT FY24

PROJECT NO. 5524

TABLE OF CONTENTS

BID FORM..... 3
LIST OF SUBCONTRACTORS..... 8
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION 11
PUBLIC CONTRACT CODE 12
NONCOLLUSION DECLARATION 13
DEBARMENT AND SUSPENSION CERTIFICATION 14
STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS 15
CONTRACTOR’S CERTIFICATE AS TO WORKERS’ COMPENSATION 16
WAIVER FOR PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS..... 17
CONTRACTOR’S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY MONTEREY BAY AREA
RESIDENTS..... 18
LIST OF SATISFIED PUBLIC AGENCIES 20
BIDDER’S BOND..... 21

BID FORM**SEAL COAT FY24****PROJECT NO. 5524**

TO: COUNTY OF MONTEREY, BOARD OF SUPERVISORS
 Attention: Clerk of the Board of Supervisors
 Government Center, County Administration Building
 168 W. Alisal Street, 1st Floor, Room 1032
 Salinas, California 93901-2683

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other contract documents, hereby proposes and agrees to perform within the time hereinafter set forth the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following project: SEAL COAT FY24, all in strict conformity with the specifications and other contract documents, including all addenda for the sum hereinafter stated:

SEAL COAT FY24
 PROJECT NO. 5524

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	Construction Area Signs	LS	1		
2	120100	S	Traffic Control System	LS	1		
3	130100		Job Site Management	LS	1		
4	130200		Prepare Storm Water Control Plan	LS	1		
5	160101		Clearing and Grubbing	LS	1		
6	373900		Asphaltic Emulsion	TON	25		
7	374492		Asphaltic Emulsion (Polymer Modified)	TON	161		
8	375002		Aggregate (Seal Coat)	TON	1,271		
9	377501		Slurry Seal (Type II)	TON	787		
10	390011	S	Prepaving Inertial Profiler	LS	1		
11	390020		Prepaving Grinding Day	DAY	6		
12	390095		Replace Asphalt Concrete Surfacing	CY	3,390		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
13	390132		Hot Mix Asphalt (Type A)	TON	1,450		
14	398200		Cold Plane Asphalt Concrete Pavement	SQYD	8,590		
15	810120		Remove Pavement Marker	EA	1,615		
16	810230	S	Pavement Marker (Retroreflective)	EA	1,615		
17	840516	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	1,844		
18	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	73,400		
19	846008	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 8-4)	LF	300		
20	840615	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 18-12)	LF	13,214		
21	846009	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	1,752		
22	846013	S	12" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	110		
23	846030		Remove Thermoplastic Traffic Stripe	LF	88,635		
24	846035		Remove Thermoplastic Pavement Marking	SQFT	1,924		
25	860810	S	Inductive Loop Detectors	LS	1		
TOTAL BID							

F – Final Pay Item

S – Specialty Item

2. Bids are required for the entire work. The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the County of Monterey does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

The basis of award to the lowest responsive, responsible bidder will be the lowest TOTAL BID.

The bid submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

In case of discrepancy between the unit price and the item total price set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the unit price.
 - (2) As to unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.
3. The undersigned has checked all of the above figures carefully and understands that the County of Monterey (also referred to herein as "Owner") will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.
6. Attached hereto are the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) Statement Concerning Employment of Undocumented Aliens
 - (7) Contractor's Certificate as to Worker's Compensation
 - (8) Waiver for Payment Adjustments for Price Index Fluctuations
 - (9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
 - (10) List of Satisfied Public Agencies
 - (11) Bidder's Bond

7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

In the event the bidder to whom the Letter of Intent to Award Contract is given fails or refuses to contract as required, including to post the required bonds, provide the insurance certificates, and return the executed copies of the agreement form within ten (10) business days from the date of receiving the Letter of Intent to Award Contract, the County may, at its option, determine that the bidder has abandoned the contract, reject the bid, and declare the bidder's security forfeited as damages and same shall become the property of the County of Monterey.

- 8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

- 9. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

- 10. By execution of this bid, the undersigned bidder declares that he/she/it is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____
License number: _____
Expiration date: _____

- 11. ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number(s) ____, ____, ____, ____, ____, ____, ____, and _____. If the Bidder submits this bid without all issued addenda, the agency finds your bid nonresponsive.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda. By signing this Bid on the signature portion thereof, the Bidder acknowledges receipt of all addenda.)

- 12. This bid is submitted pursuant to Section 7103.5(b) of the California Public Contract Code which states,

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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 the public works contract or

the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

By submitting this bid to the County, the bidder offers and agrees that if the bid is accepted, and a contract is awarded, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials by the bidder/contractor/subcontractor pursuant to the public works contract or subcontract. Such assignment shall be made and become effective at the time the awarding body tenders final payment to the bidder/contractor, without further acknowledgment by the parties.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, the Equal Employment Opportunity Certification; the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification; the Statement Concerning Employment of Undocumented Aliens; and the Contractor's Certification as to Worker's Compensation are true and correct.

Dated: _____

Bidder's Business Name

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

(NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the names, titles and signatures of two (2) officers pursuant to California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the names and signatures of two (2) managers pursuant to Corporations Code Section 17703.01; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his/her name and signature shall be placed above.)

LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or \$10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he/she/it shall be deemed to have agreed that he/she/it is fully qualified to perform that portion himself/herself/itself, and that he/she/it shall perform that portion himself/herself/itself.

No prime contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her/its original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

- Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

Bidder's business name

By: _____

Print Name: _____

Title: _____

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) – Part 1

This form is available in fillable format at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:	
-------------------------	--

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number			< \$1 million	< \$5 million
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
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City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) – Part 2

This form is available in fillable format at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:	
-------------------------	--

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number			< \$1 million	< \$5 million
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
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NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
City, State							< \$10 million	
							< \$15 million	
							Age of Firm in years	

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____
proposed subcontractor _____,
hereby certifies that he/she/it has ____, has not ____, participated in a previous contract or subcontract
subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and
that, where required, he/she/it has filed with the Joint Reporting committee, the Director of the Office of
Federal Contract Compliance, a Federal Government contracting or administering agency, or the former
President's Committee on Equal Employment Opportunity, all reports due under the applicable filing
requirements.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall
also constitute signature of this Certification. Providing false information may result in criminal prosecution
or administrative sanctions.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder and any and all subcontractor(s) to be engaged by the bidder has/have _____, has/have not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works and facilities Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Public Contract Code Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature: _____

Print Name: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 2, Code of Federal Regulations, Part 180

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- does not have a proposed debarment pending; and,
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

(Public Contract Code Section 6101)

California Public Contract Code section 6101 provides that,

A state agency, as defined in Section 10335.7, that is subject to this code, shall not award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof.

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Providing false information may result in rescission of any contract awarded to bidder, criminal prosecution and/or administrative sanctions.

CONTRACTOR'S CERTIFICATE AS TO WORKERS' COMPENSATION

(Labor Code Section 1861)

Labor Code Section 1861 provides that,

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Labor Code Section 3700 provides, in relevant part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

WAIVER FOR PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS

The bidder may opt to waive the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Checking "YES" and signing this form shall constitute that the Contractor's bids are not subject to the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Checking "NO" and signing this form shall constitute that the Contractor's bids shall be adjusted in accordance to the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Yes _____ No _____

Bidder's Business Name: _____

Signature: _____

Print Name and Title: _____

CONTRACTOR’S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY MONTEREY BAY AREA RESIDENTS

(Monterey County Code Section 5.08.120)

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120. Monterey County Code Section 5.08.120 provides, in relevant part:

- A. General Provisions. All County contracts for public works of improvement shall contain provisions pursuant to which the contractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractors total construction work force, on that particular contract, including any subcontractor work force (with exception of specialty subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.
- B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board’s disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.
- C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or materialmen relating to the project the requirement that the subcontractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with this Section, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board’s disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.”

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

- I CERTIFY that at least fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

- I CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force (with the exception of specialty subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area

residents. Attached is my written plan to recruit Monterey Bay residents as part of the construction workforce.

- I CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) _____ at (city/state) _____.

Bidder's Business Name: _____

Signature: _____

Print Name and Title: _____

LIST OF SATISFIED PUBLIC AGENCIES

(Two Minimum)

Agency Name	Project Name	Contact Person	Award Date	Phone No.

BIDDER'S BOND

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project: _____ (exact description as on bid), and

WHEREAS, Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the contract and delivery of the bonds and insurance certificates, in the event that the contract is awarded to Principal; and

WHEREAS, the Principal has submitted the above- mentioned bid to the County, for which bids are to be opened at _____ (city where bid opening), California, on, _____ (date bid opening).

NOW, THEREFORE, we _____, PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the County in the penal sum of _____ Dollars (\$_____).which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by said above-named Principal to the County, for the project described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That

If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

SECTION 7**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

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

Secure temporary barrier system in place before starting work for which the temporary barrier system is required.

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

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

7-1.05 INDEMNIFICATION**7-1.05A General**

You must defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.05 Claims) arising out of or in connection with your performance of this Contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by you or anyone for whose acts you may be liable.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. You are not obligated to indemnify the State for Claims arising from conduct delineated in Civ Code § 2782 and for Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires you to maintain existing highway facilities and the Claim arises from your failure to maintain. Your defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by you that occurred during the course of the work. Any inspection of the work by the State is not a waiver of full compliance with these requirements.

Your obligation to defend and indemnify is not excused because of your inability to evaluate liability or because you evaluate liability and determine that you are not liable. You must respond within 30 days to the tender of any Claim for defense and indemnity by the State, unless this time has been extended by the State. If you fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the State reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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

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

SECTION 7**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC****7-1.05B Responsibility to Other Entities**

You are responsible for any liability imposed by law and for injuries to or death of any person, including workers and the public, or damage to property. Indemnify and save harmless any county, city or district and its officers and employees connected with the work, within the limits of which county, city, or district the work is being performed, all in the same manner and to the same extent specified for the protection of the State.

7-1.05C Other

You are responsible to the fullest extent allowed by law, to defend and indemnify the State for any and all injury, illness, disease, or death arising out of or caused by an organism, including but not limited to animals, microscopic bacteria, fungi, plants and the like, to which persons, including but not limited to the public, any employees or agents of yours, the State, or any other contractors that are exposed in connection with the work on the project.

7-1.06 INSURANCE**7-1.06A General**

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

7-1.06B Casualty Insurance

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

1. Keep all insurance in full force and effect from the start of the work through Contract acceptance.
2. Maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Civ Pro Code § 337.1.
3. All insurance must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.

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

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

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

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

Contract signing constitutes your submittal of this certification.

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

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

Coverage shall contain a waiver of subrogation in favor of the State, including its officers, directors, agents, and employees.

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

7-1.06D Liability Insurance**7-1.06D(1) General**

Evidence General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability, property damage liability, and personal and advertising injury for the limits outlined in 7-1.06D(2). Coverage must extend to premises, operations and mobile equipment, personal and advertising injury, products and completed operations, and contractual

SECTION 7**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

liability. Coverage shall not contain a cross-suits exclusion barring coverage for a suit brought by or between Caltrans and another Insured in the policy. Coverage shall also not contain an exclusion for explosion, collapse and underground hazards. Such policies must contain an annual reinstatement of limits during construction operations.

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

The limits of liability must be at least the values shown in the following table:

Liability Limits				
Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The required umbrella liability limits are separate from and in addition to the required general liability limits. The umbrella or excess policies shall not contain exclusions barring follow-form coverage for required coverages in this specification.

Do not require a small business subcontractor to carry liability insurance that exceeds the limits shown in the preceding table. For a small business subcontractor, interpret *Total Bid* in the table as the dollar amount of subcontracted work.

As used in section 7-1.06D(2), a small business:

1. For a non-federal-aid contract is defined in 2 CA Code of Regs § 1896 and is incorporated by this reference
2. For a federal-aid contract is defined in 13 CFR 121.201 and is incorporated by this reference

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

1. Arising from any defective or substandard condition of the roadway which existed at or before the time you started work, unless such condition has been changed by the work or the scope of the work requires you to maintain existing roadway facilities and the claim arises from your failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of you that occurred during the course of the work; or
3. To the extent prohibited by Ins Code § 11580.04.

Additional insured coverage must be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured endorsement form CG 2010 and CG 2037 (for completed operations), as published by the Insurance Services Office (ISO), or equivalent form as approved by the Department.

7-1.06D(3) Contractor's Insurance Policies are Primary

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

7-1.06D(4) Contractor's Insurance - Waiver of Subrogation

The policy must stipulate that coverage contains a waiver of subrogation in favor of the State, including its officers, directors, agents (excluding agents who are design professionals), and employees.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.06D(5) Contractor's Insurance - Separation of Insureds

The policy must stipulate that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7-1.06E Automobile Liability Insurance

7-1.06E(1) General

Evidence automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles. The primary limits of liability must be not less than \$1,000,000 combined single limit for each accident for bodily injury and property damage liability.

7-1.06E(2) Automobile Liability Insurance Scheduled on Excess Liability Policies

The umbrella or excess liability coverage required under section 7-1.06D(2) also applies to automobile liability. The required limits of liability can be achieved by any combination of primary and excess policies. Automobile liability coverage must be scheduled on excess liability policies in order to meet the required automobile liability limits.

7-1.06F Policy Forms, Endorsements, and Certificates

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

7-1.06G Deductibles

The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, you are responsible for any deductible amount and must warrant that the coverage provided to the State complies with section 7-1.06.

7-1.06H Enforcement

The Department may assure your compliance with your insurance obligations. Ten days before an insurance policy lapses, expires, or is canceled during the Contract period you must submit to the Department evidence of renewal through a binder or specimen copies of such policies or complete replacement of the policy.

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

Any failure to comply with the reporting provisions of your policy shall not affect coverage provided to the State, including its officers, directors, agents (excluding agents who are design professionals), and employees.

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

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

7-1.06I Self-Insurance

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State.

If you use a self-insurance program or self-insured retention, you must provide the State with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the Contract is your acknowledgment that you will be bound by all laws as if you were an insurer as defined under Ins Code § 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Ins Code § 22.