

COUNTY OF MONTEREY

**DEPARTMENT OF
PUBLIC WORKS, FACILITIES AND PARKS**

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
County Project No. 1178**



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
County Project No. 1178**

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

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

AUDITOR-CONTROLLER
APPROVED AS TO FISCAL TERMS
PROVISIONS

Signed by:

Mary Grace Perry

76A18B9BA72D498...

By: MARY GRACE PERRY

Deputy County Counsel

Date: 4/28/2026 | 10:11 AM PDT

DocuSigned by:

David Bolton

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By: DAVID BOLTON

County Counsel-Risk Manager

Date: 4/28/2026 | 12:06 PM PDT

DocuSigned by:

Ma Mon

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By: MA MON

Chief Deputy Auditor Controller

Date: 4/30/2026 | 4:38 PM PDT

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2024, THE STANDARD PLANS 2024. 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.

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

CIVIL



Justin L. Conklin

11/4/2025

Justin Conklin

Date

TRC Engineers, Inc.

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STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

RSP A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
A24A	Pavement Markings - Arrows
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
A24F	Pavement Markings - Crosswalks
A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62F	Excavation and Backfill - Metal and Plastic Culverts

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73C	Delineators, Channelizers and Barricades
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FENCES

A85	Chain Link Fence
A85A	Chain Link Fence Details
A85B	Chain Link Fence Details

CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

A87A	Curbs and Driveways
A87B	Hot Mix Asphalt Dikes
A88A	Curb Ramp Details
A88B	Curb Ramp and Island Passageway Details

PIPE COUPLING AND JOINT DETAILS

D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97E	Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1A1	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
T3C	Temporary Barrier System (Cross Bolt)
T3D	Temporary Barrier System (Cross Bolt)

- T3E** Temporary Barrier System (Cross Bolt)
- RSP T3F** Temporary Barrier System (Cal F-23)
- RSP T3F2** Temporary Barrier System (Cal F-23)
- RSP T3G** Temporary Barrier System (Staking or Anchoring)
- RSP T3G2** Temporary Barrier System (Staking or Anchoring)

TEMPORARY TRAFFIC CONTROL SYSTEMS

- T13** Traffic Control System with Reversible Control on Two Lane Conventional Highways
- T13A** Traffic Control System Two Lane Conventional Highways
- T13B** Traffic Control System Two Lane Conventional Highways

TEMPORARY PEDESTRIAN ACCESS ROUTES

- T30** Temporary Pedestrian Access Routes - Typical Sidewalk Closure and Pedestrian Detour
- T31** Temporary Pedestrian Access Routes - Typical Sidewalk Diversion Within Roadbed
- T32** Temporary Pedestrian Access Routes - Typical Sidewalk/Crosswalk Closure and Pedestrian Detour

ROADSIDE SIGNS

- RS1** Roadside Signs - Typical Installation Details No. 1
- RS2** Roadside Signs - Wood Post - Typical Installation Details No. 2
- RS4** Roadside Signs - Typical Installation Details No. 4

ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD, TYPE TS, AND PUSH BUTTON ASSEMBLY POST

- RSP ES-7B** Electrical Systems (Signal and Lighting Standard, Type 1 and Equipment Identification Characters)

ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD DETAILS

- RSP ES-7M** Electrical Systems (Signal and Lighting Standard, Details No. 1)
- ES-7N** Electrical Systems (Signal and Lighting Standard, Details No. 2)

CANCELED STANDARD PLANS LIST

The standard plan sheets listed below are canceled and not applicable to this contract.

Plan No.	Date Canceled	Plan No.	Date Canceled	Plan No.	Date Canceled
S1	04-21-25				
S2	04-21-25				
S3	04-21-25				
S4	04-21-25				
S5	04-21-25				
S6	04-21-25				
S8	04-21-25				
S9	04-21-25				
S10	04-21-25				
S11	04-21-25				
S12	04-21-25				
S13	04-21-25				
S15	04-21-25				
S17A	04-21-25				

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 June 12, 2026 for the

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT County Project No. 1178

As shown on the plans, at which time they will be publicly opened and read in the Board Chambers, County of Monterey, 168 W. Alisal St, 2nd Floor, Salinas Ca 93901.

The general work description for the [Community of San Ardo School Connections Project](#) includes but is not limited to construction of curbs, curb ramps and sidewalks, cold planning asphalt concrete, placement of hot mix asphalt, clearing and grubbing, traffic striping, flashing beacons and lighting. Such other items or details, not mentioned above, that are required by the Construction Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, and/or installed. The Engineer's Estimate for the construction cost is [\\$2,337,089](#).

The non-mandatory pre-bid meeting will be held via Microsoft Teams meeting on May 28, at 9:30 am to 10:30 am. Bidder to use the link below to access virtual meeting.

Join: <https://teams.microsoft.com/meet/2838995023716?p=Z5Go7uRisVIBAZcPfs>

Meeting ID: 283 899 502 371 6

Passcode: ES3ru9Aq

The Bidder shall possess a valid Class A General Engineering Contractor's license. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

The Contractor awarded the Contract shall begin work when authorized by the County of Monterey. This work shall be diligently prosecuted to completion before the expiration of **60 WORKING DAYS** beginning on the date listed on the issuance of the "Notice to Proceed". [Liquidated damages are \\$5,200 per calendar day and accrue starting on the 1st-day after the expiration of the working days and as specified in section 8-1.10.](#)

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 **MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901** for a nonrefundable

fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to Section 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 the Department of Public Works, 168 W. Alisal Street, 2nd Floor, 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 Public Contract Code Section 4104, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1(a) for an unregistered Contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 or 20103.5, 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: [May 21, 2026](#)

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

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
090220A	PUBLIC OUTREACH/NOTIFICATION	5
999990	MOBILIZATION	9
170110A	REMOVE TREE	17
202029A	RELOCATE IRRIGATION LINE	20
398201A	ASPHALT CONCRETE DIGOUTS (SUPPLEMENTAL)	39
681114A	2.5" PLASTIC PIPE (WALKWAY DRAIN)	68
681115A	GRATED SIDEWALK DRAIN	68
800053A	FENCE (WOOD, 4-FOOT)	80
800054A	FENCE (WOOD, 6-FOOT)	80
803161A	RESET CHAIN LINK MESH	80
820901A	INSTALL STREET SIGN PANEL ON EXISTING POST	82
870201A	SOLAR LIGHTING ASSEMBLY	87
870701A	SOLAR FLASHING BEACON	87
871401A	RADAR SPEED FEEDBACK SIGN	87

Replace section 1-1.03 with:

1-1.03 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Caltrans Standard Specifications and Standard Plans of 2024, and Caltrans 2024 Revised Standard Plans Dated 4-21-25 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 shall take precedence over and be used in lieu of such conflicting portions.

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

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.

1-1.03A INTERPRETATION OF STANDARD SPECIFICATIONS:

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

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2 BIDDING

Replace section 2-1.05 with:

2-1.05 GENERAL:

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

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, Book Two. Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

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

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

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

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	1. Caltrans 2024 Standard Plans 2. Caltrans 2024 Standard Specifications 3. Caltrans 2024 Revised Standard Plans 4-21-25 4. Geotechnical Investigation Report 5. County of Monterey "Design Guidelines for Exterior Lighting"

Add to section 2-1.07:

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

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site as well as from the specifications made a part of the contract.

Where dimensions of new construction required by this contract are dependent on the dimensions of existing features, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to

the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

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

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

Add to section 2-1.10:

The bidder's attention is directed to other provisions of said Act (Public Contract Code § 4100 et seq.) related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

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

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.

4 SCOPE OF WORK

Replace section 4.1.06A General with:

4-1.06A CHANGED CONDITION:

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original contract quantity, any allowance for an increase in quantity shall apply only to that portion in excess of one hundred twenty five percent (125%) of the original contract item quantity, or in case of a decrease below seventy five percent (75%), to the actual amount of work performed.

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5 CONTROL OF WORK

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay duly authorized motor carriers of property in dump trucks for transportation charges under Bus & Prof Code § 7108.6. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information [to the County](#) :

1. Subcontractor’s or entity’s business name
2. Description of work performed
 - 2.1. Bid item numbers or change order numbers
 - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

If a subcontractor’s or other entity’s work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith. Submit requested documents within 10 days of receipt of request.

The Department may withhold the same amount of your withhold from a future progress pay estimate if the Department determines any of the following has occurred:

1. Withhold was not applied in good faith
2. Requested additional withhold documentation records were not provided
3. Payment information was not submitted through the prompt payment monitoring system
4. Required withhold notification was not provided

The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

Prompt Payment of Withheld Funds 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.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Add to the end of section 5-1.32:

The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

There are no County-owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the Contract limits.

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

The County shall obtain encroachment permits prior to occupying non-County-owned parcels outside the Contract limits.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property, which Contractor occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.13, "Clean Up," of the Standard Specifications.

The Contractor shall secure at Contractor's own expense any area required for storage of equipment or materials or for other purposes if sufficient area is not available to Contractor within the Contract limits or the Contractor prefers other staging area location.

Add at the beginning of section 5-1.36A:

The Contractor shall notify in writing the following utilities and agencies five (5) days prior to the beginning of construction:

<u>Agency</u>	<u>Utility</u>	<u>Contact</u>	<u>Address</u>	<u>Phone</u>
<u>Monterey County</u>	<u>Storm Drain</u>	<u>Shawn Atkins</u>	<u>855 E. Laurel Drive, Bldg B Salinas, CA 93905</u>	<u>(831) 755-4929</u>
<u>PG&E</u>	<u>Electric/Gas</u>	<u>Jose Saldana</u>	<u>401 Work Street, Santa Cruz, CA 93901</u>	<u>(831) 682-7670</u>
<u>AT&T</u>	<u>Cable/Telephone</u>	<u>Steve Kringen</u>	<u>515 Chappell Watsonville, CA 95076</u>	<u>(831) 728-8637</u>
<u>Charter/Spectrum</u>	<u>Fiber Optic</u>	<u>Mitchell Rodriguez</u>	<u>8120 Camino Arroyo, Gilroy, CA 95020</u>	<u>(408) 612-7569</u>
<u>San Ardo Water District</u>	<u>Water</u>	<u>Kaur Khalsa</u>	<u>62543 Main St, San Ardo, CA 93450</u>	<u>(831) 627-2349</u>

AA

6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0

3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to the end of section 7-1.02K(5):

Allowed working hours will be from 7:00 a.m. to 5:00 p.m., Mondays through Fridays.

Replace section 7-1.02K(6)(f) with:

7-1.02K(6)(F) GENERAL PREVAILING WAGE RATES:

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

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

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

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

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 shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Add to the end of section 7-1.06D(2):

In addition to all the requirements in Section 7-1.06D(2) of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, design consultants, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

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

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

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

8 PROSECUTION AND PROGRESS

Replace 1st paragraph in section 8-1.03:

A pre-construction conference will be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901, where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, 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 SIXTY (60) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

^^

9 PAYMENT

Add to the end of section 9-1.03 Payment Scope:

9-1.03A PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS:

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

Add to the end of section 9-1.16B:

Provide a schedule of values for all lump sum contract items in accordance with this section.

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:

9-1.22 ARBITRATION:

- 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 shall not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
 - 2a. "Public Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.
 - 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
 3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
 4. This article applies only to contracts entered into on or after January 1, 1991.
- B. Claims; requirements (Public Contract Code Section 20104.2):

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

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - 2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 - 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
 4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.
 5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public 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 shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure)

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

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 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.

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12 TEMPORARY TRAFFIC CONTROL

Add to section 12-3.11B(5)(b):

The County shall provide two (2) C48A construction project funding identification signs.

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.

Add between the 1st and 2nd paragraphs of section 12-4.02A(3)(c):

Submit a contingency plan for each of the following activities:

1. Activity requiring a complete roadway closure
2. Roadway excavations encroaching on the traveled way not protected by Type K railing
3. HMA paving
4. Striping

Add to the end of section 12-4.02C(1):

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way and on:

1. Friday after 3:00 p.m.
2. Saturday
3. Sunday
4. Designated holidays
5. Special days

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

Add to the end of section 12-4.02C(3)(a):

Keep a minimum of 1 paved traffic lane at least 10 feet wide open for traffic.

Replace the 1st paragraph of section 12-4.02C(7)(a) with:

Control traffic using stationary closures, except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

AA

DIVISION X ELECTRICAL WORK
87 ELECTRICAL SYSTEMS

Replace section 87-9 with:

87-9 SOLAR LIGHTING ASSEMBLY

87-9.01 GENERAL

87-9.01A Summary

Section 87-9 includes specifications for installing solar lighting assembly model EverGen M Series by Sol.

Solar lighting assembly includes:

Light pole

Pole base

Solar light fixture

Foundation

Anchor bolts and mounting hardware

Light pole and foundation must be designed by a registered structural engineer.

87-9.01B Definitions

Not Used

87-9.01C Submittals

Submit 2 copies of shop drawings with design calculations for the solar lighting pole and foundation to the Engineer.

At least 10 days before installation, submit the following from the manufacturer for the solar lighting assembly model EverGen M Series by Sol:

1. A certificate of compliance
2. A minimum of 2 copies of drawings
3. Installation instructions manual
4. Maintenance manual

For the solar light assembly model installed, submit a completed manufacturer's installation checklist within 10 days after installation. The checklist must be completed by personnel that have been trained by the manufacturer. The checklist must include the following:

1. Contract number
2. Name of installation contractor
3. Model of solar light assembly installed
4. Date of installation
5. Location by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

87-9.01D Quality Assurance

The Engineer signs and dates the completed check lists, verifying the solar light assembly at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install each solar lighting assembly. A record of training provided by the manufacturer may be requested by the Engineer at any time.

87-9.02 MATERIALS

The solar light assembly must be product EverGen M Series manufactured by Sol. The light assembly has a pole length of 25 feet (above grade), 6-foot fixture arm length, and a 3000k light color luminaire.

The pole is steel and with a galvanized finish. The EverGen M Series solar light assembly can be obtained from the distributor:

<u>Address</u>	<u>Telephone no.</u>
<u>SCL North</u>	<u>(805) 441-0070</u>
<u>3982 SHORT ST, SUITE 100-B</u>	<u>(805) 548-0200</u>
<u>SAN LUIS OBISPO, CA 93401</u>	

Anchor bolts, anchor plates and hardware must comply with section 75-1.02B.

Reinforcement for cast-in-drill-hole concrete foundation must comply with section 52.

87-9.03 CONSTRUCTION

Construct cast-in-drill hole concrete foundation under section 56-3.

Install the solar light assembly under the manufacturer's instructions.

Lighting and photometrics for each solar light assembly location shall meet the County of Monterey "Design Guidelines for Exterior Lighting".

87-9.04 PAYMENT

Not Used

Replace section 87-10 with:

87-10 SOLAR FLASHING BEACON

87-10.01 GENERAL

87-10.01A Summary

Section 87-10 includes specifications for installing solar flashing beacon model R920-MX (Type MX 100) by Carmanah.

Solar flashing beacon includes:

Pole

Pole base

Foundation

Solar panel

Power module

Anchor bolts and mounting hardware

Sign panels

Light bars module

Push button

87-10.01B Definitions

Not Used

87-10.01C Submittals

At least 10 days before installation, submit a copy of the manufacturer's installation instructions for the solar flashing beacon, and for all materials being installed.

At least 10 days before installation, submit the following from the manufacturer for the solar flashing beacon model R920-MX by Carmanah:

1. A certificate of compliance
2. A minimum of 2 copies of drawings
3. Installation instructions manual
4. Maintenance manual

For the solar flashing beacon model installed, submit a completed manufacturer's installation checklist within 10 days after installation. The checklist must be completed by personnel that have been trained by the manufacturer. The checklist must include the following:

1. Contract number
2. Name of installation contractor
3. Model of solar light assembly installed
4. Date of installation
5. Location by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

87-10.01D Quality Assurance

The Engineer signs and dates the completed check lists, verifying the solar flashing beacon at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install each solar flashing beacon. A record of training provided by the manufacturer may be requested by the Engineer at any time.

87-10.02 MATERIALS

The solar flashing beacon must be product R920-MX (Type MX 100) manufactured by Carmanah. The solar flashing beacon has a pole length of 12 feet (above grade), 15-Watt MX-100 power module, two W11-2, one R10-25 sign, audible information device push button, and the MX RRFB light bar module. The pole is a Type 1-B Standard per standard plan ES-7B. The R920-MX (Type MX 100) solar flashing beacon can be obtained from the distributor:

<u>Address</u>	<u>Telephone no.</u>
<u>JAM SERVICES</u>	<u>(925) 455-5267</u>
<u>958 E. AIRWAY BLVD</u>	<u>(925) 219-5767</u>
<u>LIVERMORE, CA 94551</u>	

Anchor bolts, anchor plates and hardware must comply with section 75-1.02B.

Reinforcement for cast-in-drill-hole concrete foundation must comply with section 52.

87-10.03 CONSTRUCTION

Construct cast-in-drill hole concrete foundation under section 56-3.

Install the solar flashing beacon under the manufacturer's instructions.

87-10.04 PAYMENT

Not Used

Replace section 87-14 with:

87-14 RADAR SPEED FEEDBACK SIGN

87-14.01 GENERAL

87-14.01A Summary

Section 87-14 includes specifications for installing radar speed feedback sign model SpeedCheck-15 by Carmanah.

Radar speed feedback sign includes:

Pole

Pole base

Foundation

Anchor bolts and mounting hardware

[Vehicle speed feedback sign](#)

[Sign panel](#)

[Solar panel](#)

87-14.01B Definitions

[Not Used](#)

87-14.01C Submittals

[At least 10 days before installation, submit a copy of the manufacturer's installation instructions for the radar speed feedback sign, and for all materials being installed.](#)

[At least 10 days before installation, submit the following from the manufacturer for the radar speed feedback sign model SpeedCheck-15 by Carmanah:](#)

1. [A certificate of compliance](#)
2. [A minimum of 2 copies of drawings](#)
3. [Installation instructions manual](#)
4. [Maintenance manual](#)

[For the solar flashing beacon model installed, submit a completed manufacturer's installation checklist within 10 days after installation. The checklist must be completed by personnel that have been trained by the manufacturer. The checklist must include the following:](#)

1. [Contract number](#)
2. [Name of installation contractor](#)
3. [Model of solar light assembly installed](#)
4. [Date of installation](#)
5. [Location by station if stationing shown on plans](#)
6. [Name and signature of individual completing the checklist.](#)

87-14.01D Quality Assurance

[The Engineer signs and dates the completed check lists, verifying the radar speed feedback sign at each location was assembled and installed under the manufacturer's instructions and as described.](#)

[Use personnel trained by the manufacturer to install each radar speed feedback sign. A record of training provided by the manufacturer may be requested by the Engineer at any time.](#)

[Notify the Engineer at least 5 business days before performing the system test. Test the system in the presence of the Engineer.](#)

[Radar speed feedback sign system test consists of:](#)

1. [Turning on the radar speed feedback sign system](#)
2. [Driving a vehicle and recording the speeds displayed:](#)
 - 2.1. [By the vehicle speedometer](#)
 - 2.2. [On the vehicle speed feedback sign for the vehicles](#)
3. [Performing the test 5 times per lane detected](#)
4. [Ensuring that the 5 recorded speeds of the vehicle speed feedback sign are within \$\pm 1\$ mph of the vehicle speeds recorded from the vehicle speedometer](#)

[After successful testing, present the recorded results to the Engineer.](#)

87-14.02 MATERIALS

[The radar speed feedback sign must be model SpeedCheck-15 manufactured by Carmanah. The radar speed feedback sign has a pole length of 18 feet \(above grade\), 50-watt integrated solar panel \(top of pole mount\), one SR4-1 \(CA\) sign \(24" x 48"\) and one vehicle speed feedback panel model SpeedCheck-15 \(30" x 42", black lettering, yellow panel, 15" LED digits, tested to NEMA 3R or better\). The pole is a Type 15-FBS per standard plan ES-7J. The radar speed feedback sign \(SpeedCheck-15\) can be obtained from the distributor:](#)

<u>Address</u>	<u>Telephone no.</u>
JAM SERVICES 958 E. AIRWAY BLVD LIVERMORE, CA 94551	(925) 455-5267 (925) 219-5767

Anchor bolts, anchor plates and hardware must comply with section 75-1.02B.

Reinforcement for cast-in-drill-hole concrete foundation must comply with section 52.

87-14.03 CONSTRUCTION

Construct cast-in-drill hole concrete foundation under section 56-3.

Install the radar speed feedback sign under the manufacturer's instructions.

87-14.04 PAYMENT

Not Used

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 1178

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," 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:

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178

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

- (a) The Standard Specifications, dated 2025, and the Standard Plans, dated 2025, including issued revision through April 21, 2025, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178
- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The required 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 Adjustment 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 and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

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

3. CONTRACT PRICE

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

**COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178**

BID

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
1	090220A		PUBLIC OUTREACH/NOTIFICATION	LS	1		
2	100100		DEVELOP WATER SUPPLY	LS	1		
3	120090		CONSTRUCTION AREA SIGNS	LS	1		
4	120100		TRAFFIC CONTROL SYSTEM	LS	1		
5	130100		JOB SITE MANAGEMENT	LS	1		
6	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
7	153121		REMOVE CONCRETE (CY)	CY	35		
8	170103		CLEARING AND GRUBBING (LS)	LS	1		
9	170110A		REMOVE TREE	EA	6		
10	190101	F	ROADWAY EXCAVATION	CY	1310		
11	193004	F	STRUCTURE BACKFILL (CULVERT)	CY	4		
12	194001	F	DITCH EXCAVATION	CY	46		
13	198010	F	IMPORTED BORROW (CY)	CY	27		
14	198050	F	EMBANKMENT	CY	43		
15	202029A		RELOCATE IRRIGATION LINE	LF	240		
16	260203		CLASS 2 AGGREGATE BASE (CY)	CY	760		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
17	390132		HOT MIX ASPHALT (TYPE A)	TON	1850		
18	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	84		
19	397005		TACK COAT	TON	8		
20	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	8380		
21	398201A		ASPHALT CONCRETE DIGOUTS (SUPPLEMENTAL)	TON	300		
22	398300		REMOVE BASE AND SURFACING	CY	39		
23	520101	F	BAR REINFORCING STEEL	LB	200		
24	610300		CONCRETE BACKFILL (PIPE TRENCH)	CY	6		
25	667006		21" X 15" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	43		
26	681114A		2 1/2" PLASTIC PIPE (WALKWAY DRAIN)	LF	14		
27	681115A		GRATED SIDEWALK DRAIN	EA	3		
28	710136		REMOVE PIPE	LF	320		
29	730070		DETECTABLE WARNING SURFACE	SQFT	400		
30	731504		MINOR CONCRETE (CURB AND GUTTER)	CY	180		
31	731507		MINOR CONCRETE (GUTTER DEPRESSION)	CY	8		
32	731516		MINOR CONCRETE (DRIVEWAY)	CY	10		
33	731521		MINOR CONCRETE (SIDEWALK)	CY	190		
34	780254		ADJUST ACCESS BOX FRAME AND COVER (UTILITY)	EA	1		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
35	780258		ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	5		
36	800053A		FENCE (WOOD, 4-FOOT)	LF	160		
37	800054A		FENCE (WOOD, 6-FOOT)	LF	51		
38	803015		REMOVE WOOD FENCE	LF	230		
39	803090		SALVAGE CHAIN LINK GATE	EA	1		
40	803160		RESET GATE	EA	1		
41	803161A		RESET CHAIN LINK MESH	LF	280		
42	803180		RELOCATE CHAIN LINK FENCE	LF	250		
43	803190		RELOCATE GATE	EA	2		
44	810170		DELINEATOR (CLASS 1)	EA	11		
45	820250		REMOVE ROADSIDE SIGN	EA	8		
46	820310		REMOVE ROADSIDE SIGN PANEL	EA	1		
47	820610		RELOCATE ROADSIDE SIGN	EA	12		
48	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	1		
49	820901A		INSTALL STREET SIGN PANEL ON EXISTING POST	EA	1		
50	840501		THERMOPLASTIC TRAFFIC STRIPE	LF	730		
51	840515		THERMOPLASTIC PAVEMENT MARKING	SQFT	1960		
52	870201A		SOLAR LIGHTING ASSEMBLY	EA	10		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
53	870701A		SOLAR FLASHING BEACON	EA	4		
54	871401A		RADAR SPEED FEEDBACK SIGN	EA	2		
55	999990		MOBILIZATION	LS	1		

F – Final Pay Item
 S – Specialty Item
 P – Partial Pay Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

(Name of Company)

By:

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

By:

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

Printed Name

Its:

Title

Date:

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: County Counsel-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:

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO 1178

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

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

(Corporate Seal)

_____ Principal

By _____

Name and Title _____

(Corporate Seal)

_____ Surety

By _____

Name and Title _____

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

COUNTY OF MONTEREY

PERFORMANCE BOND

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

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO 1178

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

**DEPARTMENT OF
PUBLIC WORKS, FACILITIES AND PARKS**

**COUNTY CLERK OF THE BOARD OF SUPERVISORS
168 W. ALISAL STREET, 1ST FLR
SALINAS, CALIFORNIA 93901**



BOOK TWO

BID FORM

**COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
County Project No. 1178**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

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

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

CONTRACTOR LICENSE NO. _____

APPROVED AS TO FORM:

Signed by:

Mary Grace Perry 4/28/2026 | 10:11 AM PDT

76A1889BA72D486

**MARY GRACE PERRY
Deputy County Counsel**

BID/PROPOSAL

**COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178**

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BID FORM

**COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178**

TO: COUNTY OF MONTEREY BOARD OF SUPERVISORS
Government Center
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: COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT, all in strict conformity with the specifications and other Contract documents, including all addenda for the sum hereinafter stated:

**COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178**

BID

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
1	090220A		PUBLIC OUTREACH/NOTIFICATION	LS	1		
2	100100		DEVELOP WATER SUPPLY	LS	1		
3	120090		CONSTRUCTION AREA SIGNS	LS	1		
4	120100		TRAFFIC CONTROL SYSTEM	LS	1		
5	130100		JOB SITE MANAGEMENT	LS	1		
6	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
7	153121		REMOVE CONCRETE (CY)	CY	35		
8	170103		CLEARING AND GRUBBING (LS)	LS	1		
9	170110A		REMOVE TREE	EA	6		
10	190101	F	ROADWAY EXCAVATION	CY	1310		
11	193004	F	STRUCTURE BACKFILL (CULVERT)	CY	4		
12	194001	F	DITCH EXCAVATION	CY	46		
13	198010	F	IMPORTED BORROW (CY)	CY	27		
14	198050	F	EMBANKMENT	CY	43		
15	202029A		RELOCATE IRRIGATION LINE	LF	240		
16	260203		CLASS 2 AGGREGATE BASE (CY)	CY	760		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
17	390132		HOT MIX ASPHALT (TYPE A)	TON	1850		
18	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	84		
19	397005		TACK COAT	TON	8		
20	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	8380		
21	398201A		ASPHALT CONCRETE DIGOUTS (SUPPLEMENTAL)	TON	300		
22	398300		REMOVE BASE AND SURFACING	CY	39		
23	520101	F	BAR REINFORCING STEEL	LB	200		
24	610300		CONCRETE BACKFILL (PIPE TRENCH)	CY	6		
25	667006		21" X 15" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	43		
26	681114A		2 1/2" PLASTIC PIPE (WALKWAY DRAIN)	LF	14		
27	681115A		GRATED SIDEWALK DRAIN	EA	3		
28	710136		REMOVE PIPE	LF	320		
29	730070		DETECTABLE WARNING SURFACE	SQFT	400		
30	731504		MINOR CONCRETE (CURB AND GUTTER)	CY	180		
31	731507		MINOR CONCRETE (GUTTER DEPRESSION)	CY	8		
32	731516		MINOR CONCRETE (DRIVEWAY)	CY	10		
33	731521		MINOR CONCRETE (SIDEWALK)	CY	190		
34	780254		ADJUST ACCESS BOX FRAME AND COVER (UTILITY)	EA	1		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
35	780258		ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	5		
36	800053A		FENCE (WOOD, 4-FOOT)	LF	160		
37	800054A		FENCE (WOOD, 6-FOOT)	LF	51		
38	803015		REMOVE WOOD FENCE	LF	230		
39	803090		SALVAGE CHAIN LINK GATE	EA	1		
40	803160		RESET GATE	EA	1		
41	803161A		RESET CHAIN LINK MESH	LF	280		
42	803180		RELOCATE CHAIN LINK FENCE	LF	250		
43	803190		RELOCATE GATE	EA	2		
44	810170		DELINEATOR (CLASS 1)	EA	11		
45	820250		REMOVE ROADSIDE SIGN	EA	8		
46	820310		REMOVE ROADSIDE SIGN PANEL	EA	1		
47	820610		RELOCATE ROADSIDE SIGN	EA	12		
48	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	1		
49	820901A		INSTALL STREET SIGN PANEL ON EXISTING POST	EA	1		
50	840501		THERMOPLASTIC TRAFFIC STRIPE	LF	730		
51	840515		THERMOPLASTIC PAVEMENT MARKING	SQFT	1960		
52	870201A		SOLAR LIGHTING ASSEMBLY	EA	10		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
53	870701A		SOLAR FLASHING BEACON	EA	4		
54	871401A		RADAR SPEED FEEDBACK SIGN	EA	2		
55	999990		MOBILIZATION	LS	1		

F – Final Pay Item
 S – Specialty Item
 P – Partial Pay 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 Workers' Compensation
- (8) Waiver for Payment Adjustment 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 and facilities, 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 limited liability corporation (LLC), state the legal name of the LLC, and the names of the LLC managers, 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 or she 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 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 Workers' 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: _____

DESIGNATION OF SUBCONTRACTORS

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned bidder sets forth the following:

- a. The name, location of the place of business, and California contractors license number of each Subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, 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 undersigned Prime Contractor's Total Bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.*
- b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

Bid Item No.	Description of Trade/Portion of Work	Subcontractor Name	License No.	DIR Reg No.**	Business Address	Percent of Bid Item

By: _____
 (Bidder's Company Name)

NOTES: *When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractor for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

** Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, 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 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 required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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 has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works 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 final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above 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)

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. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works & facilities or purchase Contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works and facilities or purchase Contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented aliens..

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 criminal prosecution or administrative sanctions.

CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION
(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

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 rescission of any contract awarded to bidder, criminal prosecution and/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: _____

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.)