



**County of Monterey**  
**RFP 10468, Addendum #2**  
**Castroville Blvd Overlay Project**

County of Monterey will be referred to as "County" or "the County" throughout the responses.

Question	RFP Section Number	RFP Page Number	Request for Clarification/Question	County of Monterey Response
1.	10	13	Selection Criteria updated to add up to 100 points. This section is being modified to ensure that the total possible points for the RFP are 100.	Exhibit A is attached with the updated selection criteria/rating points.
2.	56.0	21	The Standard Indemnification section is updated to meet the County requirement.	Exhibit A is attached with the updated Indemnification clause.
3.			Please confirm how many proposal copies are required.	Please provide 1 original and 3 copies of your proposal.
4.			Can a prime consultant use a sub-consultant to satisfy the Local Vendor Requirement to receive the five (5) additional evaluation points?	No. the primary bidder must be a local vendor to satisfy this requirement.
5.			Does the cost proposal have to be submitted in a separate sealed envelope?	Yes
6.	2.0	5	Please provide the drafted plans mentioned in Section 2.3.	Attached to this Addendum.
7.			Are construction surveys and materials testing/ QA to be provided by the consultant CM firm for both contracts?	Material testing will be required on BOTH projects. The County survey crew will provide construction staking.
8.	Section 2	10	Please clarify "pre-qualifications/technical requirements"	A project manager should be a licensed architect, registered engineer, or licensed general contractor. Section 7.1 requests a Registered Civil Engineer. Legally, a local agency may not contract with a private firm for construction project management services if all or part of such services are to be performed other than under the direction



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				<p>and control of a licensed architect, registered engineer, or licensed contractor. Some additional legal info:</p> <p>Government code sections</p> <p>4525(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.</p> <p>§ 4529.5. Evidence of expertise and experience for construction project management services</p> <p>Any individual or firm proposing to provide construction project management services pursuant to this chapter shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis,</p>



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9.	Section 10	13	Please clarify point system.	claims review and negotiation, and general management and administration of a construction project. Addressed in Question 1. Exhibit A is attached with the updated selection criteria/rating points.
10.			Bidders may be interested in the Slurry Seal and Hot Mix Asphalt laboratory testing and field inspection, and may want to quote on these items based upon frequencies required by the project specifications.	The testing type and frequency would be based upon what is specified in the Caltrans Standard Specification.
11.			It is Harris' understanding that there is a Pavement Delineation project scheduled to be performed at the same location. Is the County's desire for the proposer to cover both projects for the County? Should this be factored into our proposal approach/scope/assumptions?	The Pavement Delineation Project will be managed and inspected by County staff. The consultant will have to coordinate the overlay project with County staff to ensure public safety during the time between projects while keeping a clear accounting and management of the contractor during this time as well.
12.			Please provide plans and specifications	Attached

**10.0 SELECTION CRITERIA/RATING POINTS**

The selection criteria include, but are not limited to, the following: **(100 points total)**.

	<b>CRITERIA</b>	<b>POINT VALUE</b>
1	Understanding of services and work products required and quality and thoroughness of the proposal	15
2	Related work experience of the CONTRACTOR’s personnel designated to the Project	30
3	Professional qualifications of the CONTRACTOR’s personnel designated to the Project	25
4	Readiness and Availability	15
5	References	5
6	Adherence to County’s Climate-Friendly Purchasing Policy	5
7	Local Vendor	5 (Add’t)

**S6.0 DESIGN PROFESSIONAL INDEMNIFICATION**

S6.1 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

S6.2 Indemnification for Design Professional Services Claims:  
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

S6.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

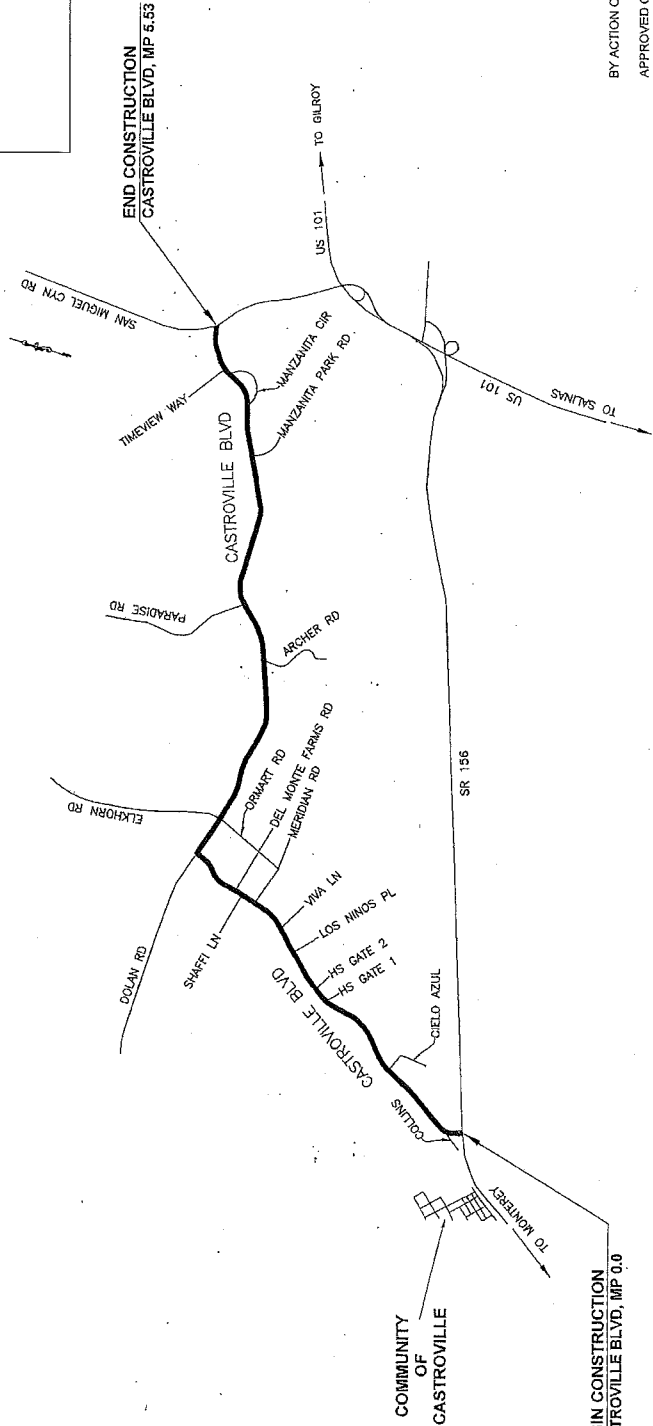
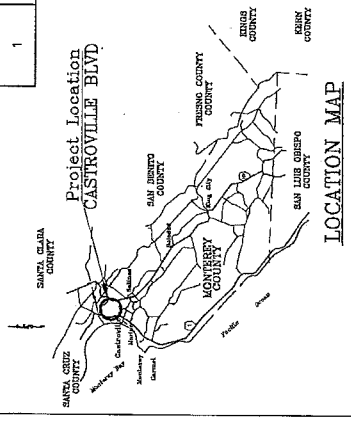
SHEET NUMBER	1	TOTAL SHEETS	6
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**COUNTY OF MONTEREY**  
**STATE OF CALIFORNIA**  
**DEPARTMENT OF PUBLIC WORKS**  
**PROJECT PLANS FOR CONSTRUCTION OF**  
**CASTROVILLE BOULEVARD OVERLAY**  
**NEAR COMMUNITY OF CASTROVILLE FROM STATE ROUTE 156 TO SAN MIGUEL CANYON ROAD**  
**PROJECT NO. 14-157165**

TO BE SUPPLEMENTED BY CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS 2010 EDITION

**INDEX OF SHEETS**

1	TITLE SHEET
2-3	TYPICAL CROSS SECTION
4	CONSTRUCTION DETAILS
5	CONSTRUCTION AREA SIGNS
6	SUMMARY OF QUANTITIES



**COMMUNITY OF CASTROVILLE**

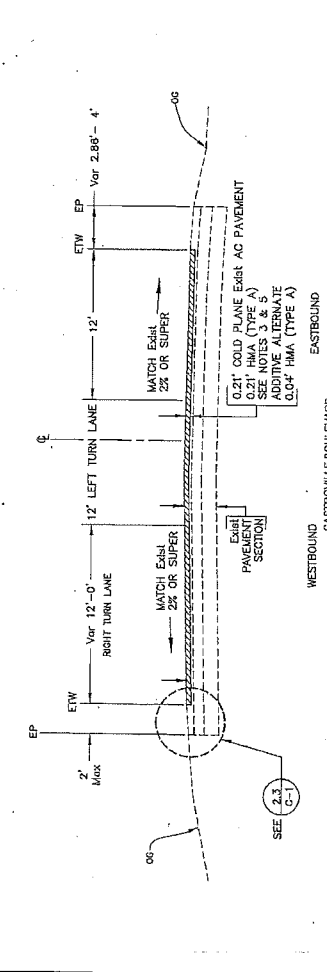
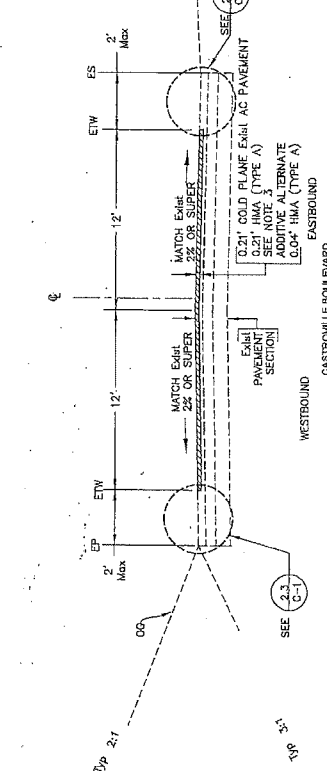
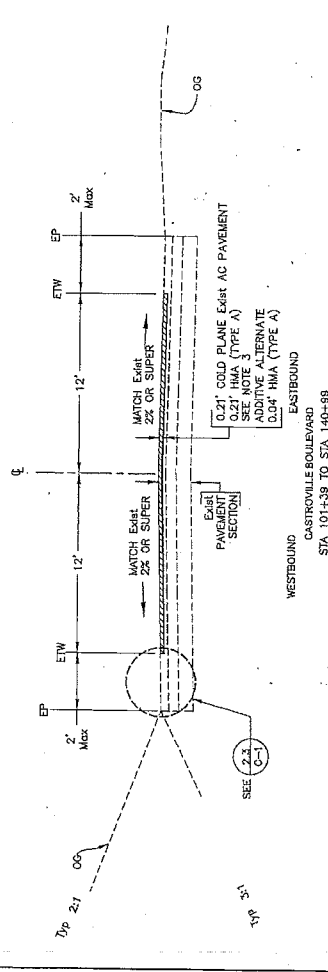
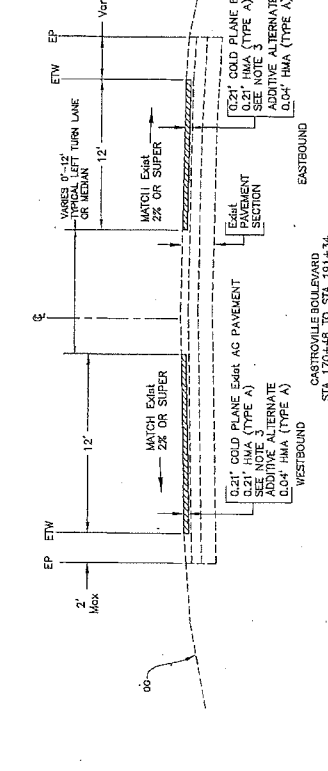
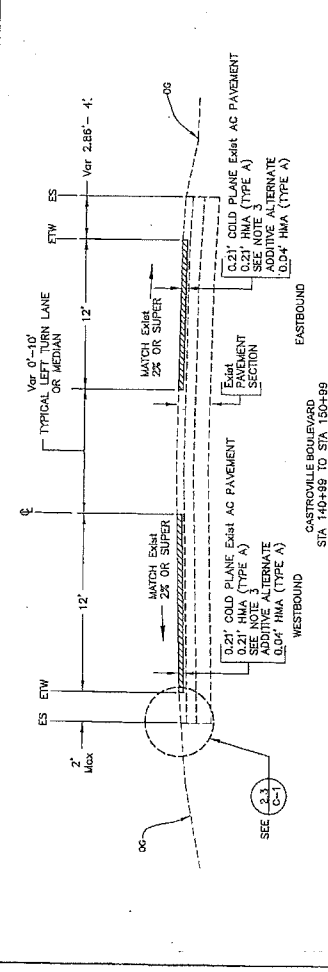
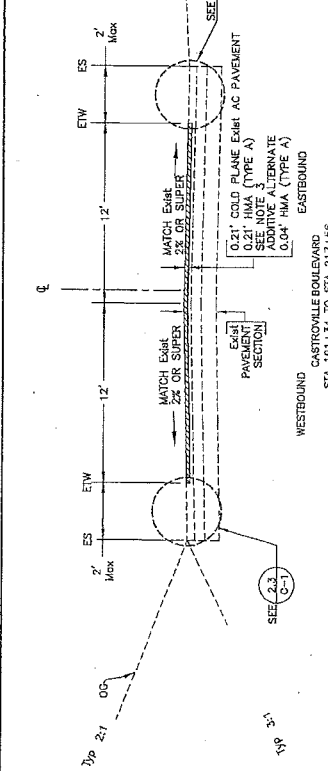
**BEGIN CONSTRUCTION CASTROVILLE BLVD, MP 0.0**

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

BY ACTION OF THE BOARD OF SUPERVISORS  
 APPROVED ON \_\_\_\_\_ PUBLIC WORKS  
 PER BOARD ORDER NO. \_\_\_\_\_ DATE \_\_\_\_\_  
 ROBERT K. MURDOCH, P.E.  
 DIRECTOR OF PUBLIC WORKS

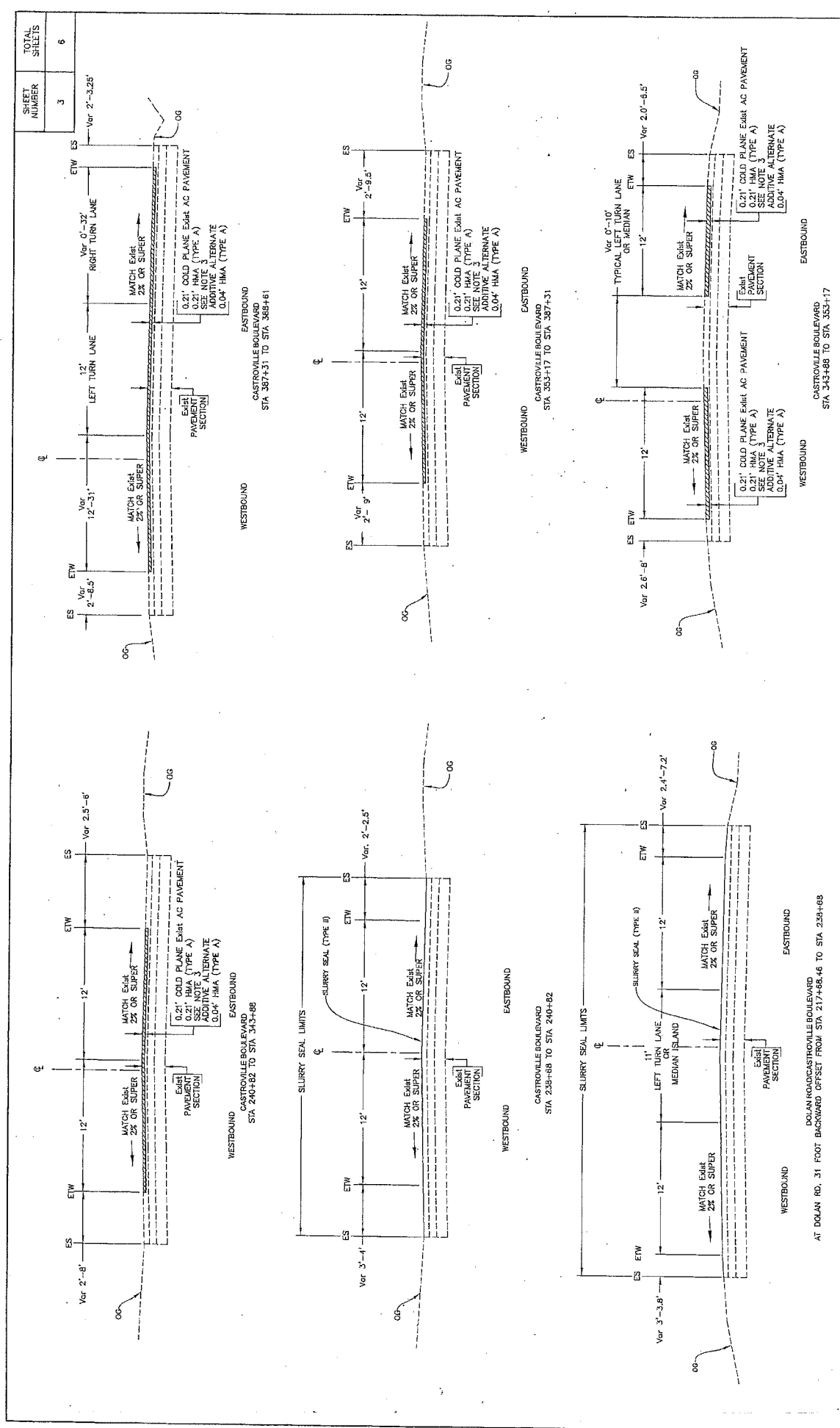
COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY DEPARTMENT OF PUBLIC WORKS DESIGN SECTION 188 WEST ALisal STREET, 2nd FLOOR SALINAS, CALIFORNIA 93901 (831)755-4800/FAX (831)755-4888		COUNTY OF CALIFORNIA REGISTRATION 	APPROVED _____ REVISION _____ DATE _____	TITLE SHEET CONTRACT NO. 14-157165 SHEET 15-1
COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY DEPARTMENT OF PUBLIC WORKS DESIGN SECTION 188 WEST ALisal STREET, 2nd FLOOR SALINAS, CALIFORNIA 93901 (831)755-4800/FAX (831)755-4888		COUNTY OF CALIFORNIA REGISTRATION 	APPROVED _____ REVISION _____ DATE _____	TITLE SHEET CONTRACT NO. 14-157165 SHEET 15-1
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SHEET NUMBER	2	TOTAL SHEETS	6
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NOTES:  
 1. DIMENSION OF THE STRUCTURAL SECTIONS ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.  
 2. SUPERELEVATION AS SHOWN OR AS DIRECTED BY THE ENGINEER.  
 3. IF ADDITIVE ALTERNATE IS AWARDED, COLD PLANE EXISTING PAVEMENT TO A DEPTH OF 0.28'.  
 4. FOR COLD PLANE, COLD PLANE EXISTING PAVEMENT TO A DEPTH OF 0.28'.  
 5. BEGIN COLD PLANE OF EASTBOUND LANE AT STATION 188+68, COLD PLANE FOR WESTBOUND LEFT TURN LANE AND RIGHT TURN TRANSITION LANE BEGINS AT STATION 89+86.

COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY DEPARTMENT OF PUBLIC WORKS DESIGN SECTION 188 WEST ALisal STREET, 2ND FLOOR SALINAS, CALIFORNIA 93801 (831)755-4400/FAX (831)755-4488		CASTROVILLE BOULEVARD OVERLAY PROJECT CONTRACT NO. 14-157185 TYPICAL CROSS SECTIONS DATE: 03/21/14 SCALE: AS SHOWN SHEET: X-1	
DESIGNED BY: JONATHAN J. PASOLIA, P.E. CHECKED BY: ISABELA DELA MERCED DRAWN BY: J.P.P. DATE: 03/21/14	DESIGNED BY: ISABELA DELA MERCED CHECKED BY: J.P.P. DRAWN BY: J.P.P. DATE: 03/21/14	APPROVED: _____ REVISION: _____ DATE: _____	COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY DEPARTMENT OF PUBLIC WORKS DESIGN SECTION 188 WEST ALisal STREET, 2ND FLOOR SALINAS, CALIFORNIA 93801 (831)755-4400/FAX (831)755-4488



SHEET NUMBER		TOTAL SHEETS	
3		6	

SUBMITTED BY: JONATHAN J. PASCIA, P.E.		APPROVED:	
DESIGN BY: ISABELLA DELA MERCED	DATE:	REVISION:	
DRAWN BY: FELIPE MORALES / DELA MERCED	DATE:		
CHECKED BY: ISABELLA DELA MERCED	DATE:		
RECOMMENDED BY: PAUL H. GREENWAY, P.E.	DATE:		

COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY DEPARTMENT OF PUBLIC WORKS		CASTROVILLE BOULEVARD OVERLAY PROJECT CONTRACT NO. 14-157165	
DESIGN SECTION 188 WEST ALPINE STREET, 2ND FLOOR SALINAS, CALIFORNIA 93901 (831)756-4860/FAX (831)756-4858		TYPICAL CROSS SECTION	

DATE: 02/03/14	SCALE: NEW	SHEET: X-2
DATE: 02/03/14	SCALE: NEW	SHEET: X-2

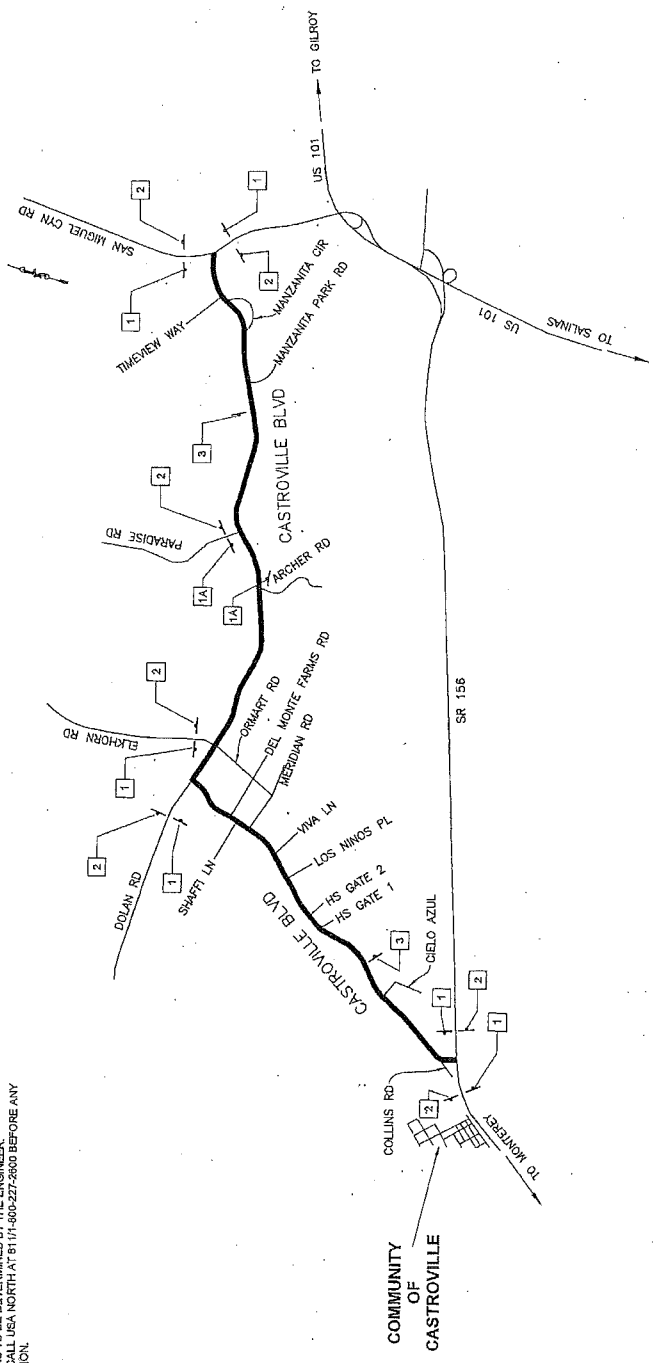




SHEET NUMBER	5	TOTAL SHEETS	6
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CONSTRUCTION AREA SIGNS (STATIONARY MOUNTED)				
SIGN NO.	SIGN CODE	SIGN MESSAGE	NO. OF POST AND SIZE	NO. OF SIGNS
1	W20-1	ROAD WORK AHEAD	2 - 4ft X 4ft	6
1A	W20-1	ROAD WORK AHEAD	1 - 4ft X 4ft	2
2	G20-2	END ROAD WORK	2 - 4ft X 4ft	7
3	G20-1	ROAD WORK NEXT 4 MILES	2 - 4ft X 4ft	2

NOTES:  
 1. SEE PLAN FOR ACCURATE CONSTRUCTION AREA SIGN WORK ONLY.  
 2. EXACT SIGN LOCATION TO BE DETERMINED BY THE ENGINEER.  
 3. CONTRACTOR SHALL CALL USA NORTH AT 811-407-6699 BEFORE ANY DIGGING OR EXCAVATION.



COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY DEPARTMENT OF PUBLIC WORKS DESIGN SECTION 188 WEST ALISA STREET, 2ND FLOOR SALINAS, CALIFORNIA 93801 (831)755-6600 FAX (831)755-6658		CASTROVILLE BOULEVARD OVERLAY PROJECT CONTRACT NO. 14-157168 CONSTRUCTION SIGNS DATE: 02/02/14 SCALE: 1" = 400' SHEET: CS-1	
APPROVED	REVISION	NO.	DATE
SUBMITTED BY: JONATHAN L. PASCHALL, P.E. CHECKED BY: ISABELE DELA MERCED DRAWN BY: JESUS SUICO/A DELA MERCED DESIGNED BY: ISABELE DELA MERCED APPROVAL: [Signature] RECOMMENDED BY: PAUL H. GREENWAY, P.E.		DATE: 02/02/14 SCALE: 1" = 400' SHEET: CS-1	

SHEET NUMBER	6	TOTAL SHEETS	6
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**COLD PLANE AC PAVEMENT**

STATION	0.21 FT Mix *	SCVD	DESCRIPTION
88+65 TO 89+65	134		12' TRAVEL WAY EB
89+65 TO 101+85	123		TRANSITION LANE WB
89+65 TO 217+88	31,218		12' TRAVEL WAY EB & WB
89+67 TO 101+88	74		WB SHOULDERS
104+52 TO 111+53	148		WB SHOULDERS
114+17 TO 116+75	58		WB SHOULDERS
116+88 TO 121+78	42		WB SHOULDERS
128+45 TO 128+78	185		WB SHOULDERS
145+75 TO 148+61	20		WB SHOULDERS
148+98 TO 188+61	183		WB SHOULDERS
157+25 TO 163+58	155		EB SHOULDERS
164+62 TO 158+73	21		WB SHOULDERS
164+68 TO 181+77	38		WB SHOULDERS
184+68 TO 188+14	100		WB SHOULDERS
187+18 TO 189+47	52		EB SHOULDERS
204+28 TO 209+42	26		WB SHOULDERS
205+35 TO 208+00	36		WB SHOULDERS
208+48 TO 209+53	56		WB SHOULDERS
210+82 TO 219+58	90		EB SHOULDERS
214+11 TO 219+24	459		EB FREE RIGHT LANE
240+82 TO 308+42	15,884		12' TRAVEL WAY EB & WB
308+42 TO 388+50	16,022		12' TRAVEL WAY EB & WB
388+50 TO 388+61.17	7.487		12' TRAVEL WAY EB & WB
<b>TOTAL</b>	<b>72,573</b>		

\* 0.25 FT. IF ADDITIVE ALTERNATE IS AWARDED.

**FRAME AND COVER**

STATION	FRAME AND COVER (SURVEY MONUMENT)	LOCATION
120+28.84	EA	CENTERLINE
148+54.80	1	WB MEDIAN EDGE
158+58.07	1	CENTERLINE
167+72.82	1	CENTERLINE
182+72.22	1	EB LANE RT
210+10.82	1	CENTERLINE
238+46.31	1	CENTERLINE
242+18.81	1	CENTERLINE
249+52.38	1	CENTERLINE
249+98.37	1	CENTERLINE
<b>TOTAL</b>	<b>10</b>	

**ROADWAY QUANTITIES**


STATION	HOT MIX ASPHALT (TYPE A)		ADDITIVE ALTERNATE (TYPE A)		TACK COAT		SLURRY SEAL (TYPE II)		DESCRIPTION
	TON	TON	TON	TON	TON	TON	TON	TON	
88+65 TO 89+65	19	4	1						BEGIN CONST TO 100' FROM SR 158
89+65 TO 217+88	4,880	825	3						100' FROM SR 158 TO DOLAN RD
217+88 TO 240+81	0	0	0						DOLAN RD TO 1000' E/O BURKHORN RD
240+81 TO 308+42	2,235	447	1						1000' E/O BURKHORN RD TO PARADISE RD
308+42 TO 388+50	2,269	451	2						PARADISE RD TO MANZANITA CIR(WEST)
388+50 TO 388+61	1,055	211	1						MANZANITA CIR(WEST) TO SAN MIGUEL CYN RD
<b>TOTAL</b>	<b>10,212</b>	<b>2,041</b>	<b>6</b>						

DESIGNED BY: JONATHAN L. PASQUA, P.E.  
 CHECKED BY: J.P. BELAMERED  
 DRAWN BY: F. MORALES  
 PROJECT ENGINEER: J. BELAMERED  
 APPROVAL: \_\_\_\_\_  
 RECOMMENDED BY: PAUL H. GREENWAY, P.E.  
REGISTERED PROFESSIONAL ENGINEER

CASTROVILLE BOULEVARD  
 OVERLAY PROJECT  
 CONTRACT NO. 14-157165

**SUMMARY OF QUANTITIES**


DATE: 02/03/2014  
 SCALE: NTS  
 SHEET: Q-1



COUNTY OF MONTEREY  
 RESOURCE MANAGEMENT AGENCY  
 DEPARTMENT OF PUBLIC WORKS

DESIGN SECTION  
 188 WEST ALPINE STREET, 2ND FLOOR  
 SALINAS, CALIFORNIA 93901  
 (831)755-4800/FAX (831)755-4858

NO.	DATE	REVISION	APPROVED



APPROVED: \_\_\_\_\_  
 REGISTERED PROFESSIONAL ENGINEER

**MONTEREY COUNTY**  
**RESOURCE MANAGEMENT AGENCY**  

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**DEPARTMENT OF PUBLIC WORKS**

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165**



TITLE SHEET

BOARD OF SUPERVISORS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

Louis Calcagno, Chair  
Simon Salinas  
Fernando Armenta  
Dave Potter  
Jane Parker

Lew C. Bauman, P.E., Ph.D., County Administrative Officer  
Benny J. Young, P.E. Resource Management Agency Director  
Robert K. Murdoch, P.E. Director of Public Works  
Paul H. Greenway, P.E., Assistant Director of Public Works  
Jonathan L. Pascua, P.E., Senior Civil Engineer  
Isabelo Dela Merced, Project Manager

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

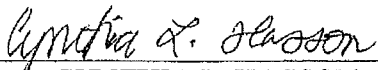
**CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165**

IN  
MONTEREY COUNTY

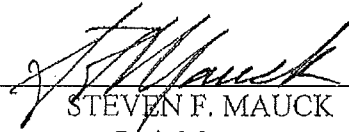
APPROVED AS TO FORM

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

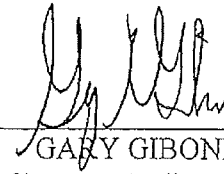
APPROVED AS TO FISCAL TERMS



CYNTHIA L. HASSON  
Deputy County Counsel



STEVEN F. MAUCK  
Risk Manager



GARY GIBONEY  
Chief Deputy Auditor Controller

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2010, THE STANDARD PLANS 2010, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS THROUGH NOVEMBER 15, 2013; 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.

168 W. Alisal Street 2<sup>nd</sup> Floor  
Salinas, CA 93901-2438  
(831) 755-4800

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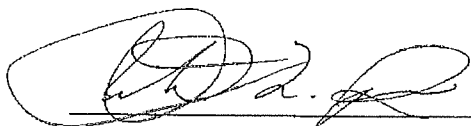
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BOOK ONE

NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS

CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165

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

  
Jonathan L. Pascua  
12/20/13  
Date





## STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Standard Plans of 2010 and the Revised Standard Plans, which apply to this contract, are included as attachments to these Special Provisions.

### GENERAL ROAD WORK

#### MISCELLANEOUS

A10A	Acronyms and Abbreviations
A10B	Acronyms and Abbreviations
A10C	Symbols
A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A20C	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
A24A	Pavement Markings – Arrows
A24B	Pavement Markings – Arrows
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings – Words
A24E	Pavement Markings - Words and Crosswalks
A73B	Markers
A87A	Curbs and Driveways
A87B	Asphalt Concrete Dike
A87A	Curb Ramp Details

#### TEMPORARY FACILITIES

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

#### ROADSIDE SIGNS

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

#### TRAFFIC SIGNAL AND LIGHTING

ES-1A	Electrical Systems (Legends, Notes, and Abbreviations)
ES-1B	Electrical Systems (Legends, Notes, and Abbreviations)
ES-1C	Electrical Systems (Legends, Notes, and Abbreviations)
ES-5A	Electrical Systems (Detectors)
ES-5B	Electrical Systems (Detectors)
ES-13A	Electrical Systems (Splicing Details)

COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS

**NOTICE TO BIDDERS**

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE COUNTY OF MONTEREY, 168 W. ALISAL STREET 1<sup>ST</sup> FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 2:00 p.m., on March 28, 2014, for the

CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The work to be done consists of hot mix asphalt concrete paving including but not limited to slurry seal, cold plane asphalt concrete, clearing and grubbing, and traffic control. The Engineer's Estimate for the Base construction cost is \$ 1,235,979.

The Additive Alternate for the project consists of, but not limited to, increasing the overlay thickness by 0.5 inch such that the total thickness is 3 inches. The Engineer's Estimate for the Additive Alternate is \$ 163,280.

The Bidder shall possess either a valid Class A license or a combination of Class C-10, C-12, C-31 and C-45 licenses, at the time of the bid opening.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent 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 100 percent of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: <http://www.co.monterey.ca.us/publicworks/bids.htm>. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL STREET, 2<sup>ND</sup> 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 Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Department of Public Works, 168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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: February 25, 2014

ROBERT K. MURDOCH, P.E.  
DIRECTOR OF PUBLIC WORKS  
COUNTY OF MONTEREY

RESOURCE MANAGEMENT AGENCY  
DEPARTMENT OF PUBLIC WORKS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

**SPECIAL PROVISIONS**

**CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165**

**SECTION 1 – DEFINITION AND TERMS**

**1-1.01 SPECIFICATIONS AND PLANS:**

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2010, 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.

**1-1.02 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:

**1-1.03 DEFINITIONS:**

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

State:	County of Monterey
Department:	The Monterey County Department of Public Works
Director:	Chair of the Board of Supervisors

Engineer: Director of Public Works of Monterey County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

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

Clerk of the Board: The Clerk of the Monterey County Board of Supervisors  
Director of Public Works: The Director of Public Works of Monterey County.  
Attorney General: County Counsel of Monterey County  
Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.

1-1.05 STATE HOLIDAYS:

Replace Holiday table in section 1-1.07B "Glossary" of the Standard Specifications with:

Designated legal holidays for 2014 are:

Date Observed	Holiday
January 1st	New Year's Day
January 20th	Martin Luther King, Jr. Birthday
February 12th	Lincoln's Birthday
February 17th	Washington's Birthday
March 31 <sup>st</sup>	Cesar Chavez Day
May 26th	Memorial Day
July 4th	Independence Day
September 1st	Labor Day
October 13th	Columbus Day
November 11th	Veterans' Day
November 27th	Thanksgiving Day
November 28th	Day after Thanksgiving Day
December 25th	Christmas Day

**SECTION 2 - BIDDING**

2-1.01 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 he 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 or a combination of Class C-10, C-12, C-31, and C-45.

2-1.02 SUBCONTRACTORS LIST:

Each bid shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code.

The bidder's attention is directed to other provisions of said Act 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.

2-1.03 JOB SITE AND DOCUMENT EXAMINATION:

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.

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, faxed, 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.

2-1.04 GOOD FAITH EFFORT TO EMPLOY RESIDENTS OF MONTEREY BAY AREA:

In accordance with 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. 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 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.

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

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

- Contact local recruitment sources, including local hiring halls, to identify qualified individuals who are Monterey Bay Area residents;
- Advertise for qualified Monterey Bay Area residents in trade papers, electronic/"on-line" sources, and a newspapers of general circulation in the Monterey Bay Area, unless time limits imposed by the County do not permit such advertising.
- If portions of the work are to be performed by subcontractors, identify qualified subcontractors whose work force includes Monterey Bay Area residents; and
- If current workforce does not exceed the fifty (50) percent local requirement, develop a written plan to recruit Monterey Bay Area residents as part of the construction workforce.

The Contractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classifications, hours worked, proof of journeyman or apprenticeship status, per diem wages and benefits of each person employed by the contractor, the contractor's

subcontractors, on the project, including full-time, part-time, permanent and temporary employees, make sure records are available to the County with submission of final certified payroll records prior to final payment.

The Contractor shall keep, and provide to the County, on forms acceptable to the County, an accurate record documenting compliance with this provision. Said records shall include; a listing by name and business address of all local recruitment sources contacted by the contractor, the date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires made as a result of the contract, and the identity of business address of the person(s) hired pursuant to the contact.

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

Contractors and subcontractors are referred to the provisions of Section 5.08.120 of the Monterey County Code and the rules, regulations, and procedures adopted to implement Section 5.08.120, which are online at <http://library.municode.com/index.aspx?clientId=16111>.

### **SECTION 3. CONTRACT AWARD AND EXECUTION**

#### **3-1.01 GENERAL:**

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

In lieu of Section 3-1.04, "Contract Award," of the Standard Specification, insert the following:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the 5<sup>th</sup> business day following the notice of intent to award the contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS TO THE ATTENTION OF THE PROJECT MANAGER/168 W ALISAL STREET FL2/SALINAS CA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager's E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Department of Public Works requests to provide additional information. The Department shall respond



to the protesting party, stating its finding. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the contract, if it be awarded, will be to the lowest responsible bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed.

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed contract documents shall be delivered to the following address: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL ST, 2<sup>ND</sup> FL, SALINAS, CA, 93901-2438.

3-1.02 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):

In lieu of the second paragraph in Section 3-1.05 "Contract Bonds" of the Standard Specifications, the following shall be inserted:

2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least 100 percent of the total bid.

The two bonds shall be written by an admitted corporate surety.

**SECTION 4 SCOPE OF WORK**

4-1.01 WORK DESCRIPTION

The project consists of hot mix asphalt paving including but not limited to slurry seal, cold plane asphalt concrete, clearing and grubbing and traffic control.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.02 INCREASED AND DECREASED QUANTITIES:

The County reserves the right to increase, decrease or delete the quantities of items as follows:

ITEM CODE.	ITEM
377501	Slurry Seal
397005	Tack Coat
750008	Frame and Cover

The adjustment provision in Section 4-1.05 "Changes and Extra Work" of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.03 BALANCING CHANGE ORDER:

Prior to submitting for the final estimate, a balancing change order adjusting quantities to reflect those actually used during construction will be issued.

**SECTION 5 – CONTROL OF WORK**

5-1.01 AREAS FOR CONTRACTOR'S USE:

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

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. The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

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 Contractor shall obtain encroachment permits prior to occupying County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W ALISAL STREET 2<sup>ND</sup> FLOOR, SALINAS, CA 93901-2438.

Residence trailers will not be allowed within the county right-of-way.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property, which he 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 his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits.

5-1.02 SUBCONTRACTING:

Attention is directed to Section 5-1.13, "Subcontracting" of the Standard Specifications.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of Monterey may exercise the remedies provided under Pub Cont Code § 4110. The County of Monterey may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

5-1.03 ENCROACHMENT PERMIT:

Prior to start of work within the State of California right-of-way or work affecting the State of California facilities, the contractor will be required to obtain an Encroachment Permit at the following State of California Transportation Office:

California Department of Transportation  
District 5, Permits Branch  
Permit Engineer  
50 Higuera Street  
San Luis Obispo, Ca 93401

Full compensation for doing all the work involved in obtaining Encroachment Permits from the California Department of Transportation as specified in the Standard Specifications, these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

5-1.04 COORDINATION WITH OTHER ENTITIES:

Attention is directed to Section 5-1.20, "Coordination with other entities," of the Standard Specifications and these Special Provisions.

Work under a separate Contract, with a Project No. 14-142765 is in progress at the job site of this Project. Coordinate with the contractor and other entities for any work to be performed under this project to avoid delays.

**SECTION 6 – CONTROL OF MATERIALS**

6-1.01 GENERAL:

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor, except as noted on the Plans.

6-1.02 RELATIVE COMPACTION:

Wherever relative compaction is specified to be determined by Test Method No. California 216 or Test Method No. California 231 the relative compaction will be determined by Test Method No.

California 231.

6-1.03 AUTHORIZED MATERIAL LIST:

The Department maintains list of Authorized Materials List. The Engineer shall not be precluded from sampling and testing products on the list of Authorized Materials List.

The manufacturer of products on the list of Authorized Materials List shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for each type of product supplied.

For those categories of materials included on the list of Authorized Materials List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Authorized Materials List, may be used in the work provided they conform to the requirements of the Standard Specifications and as approved by the engineer.

For the Authorized Material Lists, go to: [http://www.dot.ca.gov/hq/esc/approved\\_products\\_list](http://www.dot.ca.gov/hq/esc/approved_products_list)

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

7-1.01 LABOR NON DISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

7-1.02 LABOR CODE REQUIREMENT:

Attention is directed to Section 7-1.02K(5), "Working Hours," of the Standard Specifications.

7-1.03 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.

7-1.04 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K(3), "Certified Payroll Records," of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions by his/her Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

The Department withholds from progress payments for not submitting records for local employment of Monterey Bay Area residents.

7-1.05 SURFACE MINING AND RECLAMATION ACT:

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

7-1.06 PUBLIC SAFETY:

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," and Section 7-1.03, "Public Convenience" of the Standard Specifications and these special provisions.

7-1.07 INDEMNIFICATION AND INSURANCE:

Attention is directed to Section 7-1.05, "Indemnification" and Section 7-1.06 "Insurance," of the Standard Specifications and these Special Provisions.

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, 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.

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

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

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

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

#### 7-1.08 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Attention is directed to Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance," of the Standard Specifications.

### SECTION 8 - PROSECUTION AND PROGRESS

#### 8-1.01 START OF JOB SITE ACTIVITIES, TIME, AND LIQUIDATED DAMAGES:

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time", and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these Special Provisions.

The Contractor shall 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 60 WORKING DAYS.

The Contractor shall pay to the County of Monterey the sum of \$3,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8-1.02 PRE-CONSTRUCTION CONFERENCE:

In lieu of Section 8-1.03, "Preconstruction Conference," of the Standard Specifications, insert the following:

A pre-construction conference will be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 855 E. LAUREL DRIVE, BUILDING D, SALINAS, CA, where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

8-1.03 SCHEDULE:

Comply with Section 8-1.02(C), "Level 2 Critical Path Method Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

The schedule software must be Microsoft Project 2010.

Full compensation for submitting the required schedules shall be considered as included in the contract prices paid for the various items of work involved, and no additional compensation shall be allowed therefor.

**SECTION 9 – PAYMENT**

9-1.01 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

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

A prime contractor or subcontractor shall pay any subcontractor not later than 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 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 Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

9-1.02 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

Attention is directed to the requirements specified in Section 9-1.07, "Payment Adjustments for Price Index Fluctuations," of the Standard Specifications and these Special Provisions.

For the California statewide crude oil price index, go to:

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

This section does not apply if you opted out of Payment Adjustment for Price Index Fluctuations at the time of bid opening. A form is provided in the Bid Form.

9-1.03 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17 "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

In lieu of Section 9-1.16F, "Retentions," of the Standard Specifications, the following shall be inserted:

Progress payment shall not be made in excess of 95% of the actual work completed. County shall withhold five (5) percent from progress payment until final completion and acceptance of the project by the Board of Supervisors.

In lieu of Section 9-1.16C, "Materials On Hand," of the Standard Specifications, the following shall be inserted:

No progress payment will be made for any materials on hand which are furnished but not incorporated in the work.

9-1.04 ARBITRATION:

Section 9-1.22, "Arbitration," as defined in the Standard Specifications, is deleted from this contract. In lieu of arbitration, the following shall apply (from the Public Contract Code):

- A. Application of article; inclusion of article in plans and specifications (Public Contracts Codes 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 Work" has the same meaning as in Section 1101 of the Public Contract Code but does not include any work or improvement contracted for by the state or the Regents of the University of California.



- 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 Contracts Codes 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 Section 915(a) of the Government Code 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 Contracts Codes 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) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contracts Codes 2104.6):

1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract.
2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

## **SECTION 10 – GENERAL**

### **10-1.01 WORK SEQUENCING:**

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

Notify the Pavement Delineation Contractor 20 days in advance, prior to any cold plane activity. Obtain Contact Number of Pavement Delineation Contractor from County Resident Engineer.

At loop detector locations, do not place the uppermost layer of new pavement until all underlying loop detectors are installed.

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

Prior to applying hot mix asphalt (type A) 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. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per ton for hot mix asphalt (type A), and no additional compensation will be allowed therefor.

Clean the pavement and ensure it is free of dust, mud, dirt, debris, or extraneous material IMMEDIATELY before applying tack coat, reinforcing fabric, hot mix asphalt, striping. 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.

## SECTION 12 TEMPORARY TRAFFIC CONTROL

### 12-1.01 FLAGGING COSTS:

Replace Section 12-1.03, "Flagging Costs," of the Standard Specifications the following with:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under provisions in sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and for providing stands or towers for use of flaggers shall be considered included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

### 12-1.02 PORTABLE CHANGEABLE MESSAGE SIGN:

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Traffic Handling Equipment and Devices," of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall conform to Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications and Section 12-1.04, "Maintaining Traffic," of these special provisions."

Start displaying the message on the portable changeable message sign 30 minutes before closing the lane.

Place the portable changeable message sign in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Connector closure
3. Shoulder closure
4. Speed reduction zone

A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages.

Seven (7) calendar days prior to the start of work, portable changeable message signs shall be placed 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.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing the portable changeable message sign, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract lump sum price paid for traffic control system.

### 12-1.03 IMPACT ATTENUATOR VEHICLE:

Replace Section 12-3.13, "Impact Attenuator Vehicle," of the Standard Specifications with:

#### SUMMARY

This section includes specifications for protecting traffic and workers with an impact attenuator vehicle during moving lane closures and when placing and removing components of stationary lane closures, ramp closures, shoulder closures, or a combination.

Impact attenuator vehicles must comply with the following test levels under National Cooperative Highway Research Program 350:

1. Test level 3 if the preconstruction posted speed limit is 50 mph or more
2. Test levels 2 or 3 if the preconstruction posted speed limit is 45 mph or less

Comply with the attenuator manufacturer's instructions for:

1. Support truck
2. Trailer-mounted operation
3. Truck-mounted operation

Flashing arrow signs must comply with section 12-3.03, "Flashing Arrow Signs," of the Standard Specifications. You may use a portable changeable message sign instead of a flashing arrow sign. If a portable changeable message sign is used as a flashing arrow sign, it must comply with section 6F.56 "Arrow Panels" of the *California MUTCD*.

#### DEFINITIONS

**impact attenuator vehicle:** A support truck that is towing a deployed attenuator mounted to a trailer or a support truck with a deployed attenuator that is mounted to the support truck.

#### SUMBITTALS

Upon request, submit a certificate of compliance for each attenuator used on the project.

#### QUALITY CONTROL and ASSURANCE

Do not start impact attenuator vehicle activities until authorized.

Before starting impact attenuator vehicle activities, conduct a preinstallation meeting with the Engineer, subcontractors, and other parties involved with traffic control to discuss the operation of the impact attenuator vehicle during moving lane closures and when placing and removing components of stationary traffic control systems.

Schedule the location, time, and date for the preinstallation meeting with all participants. Furnish the facility for the preinstallation meeting within 5 miles of the job site or at another location if authorized.

## MATERIALS

Attenuators must be a brand on the Authorized Material List for highway safety features.

The combined weight of the support truck and the attenuator must be at least 19,800 pounds, except the weight of the support truck must not be less than 16,100 or greater than 26,400 pounds.

For the Trinity MPS-350 truck-mounted attenuator, the support truck must not have a fuel tank mounted underneath within 10'-6" of the rear of the support truck.

Each impact attenuator vehicle must have:

1. Legal brake lights, taillights, sidelights, and turn signals
2. Inverted "V" chevron pattern placed across the entire rear of the attenuator composed of alternating 4-inch wide nonreflective black stripes and 4-inch wide yellow retroreflective stripes sloping at 45 degrees
3. Type II flashing arrow sign
4. Flashing or rotating amber light
5. Operable 2-way communication system for maintaining contact with workers

## CONSTRUCTION

Except where prohibited, use an impact attenuator vehicle:

1. To follow behind equipment and workers who are placing and removing components of a stationary lane closure, ramp closure, shoulder closure, or any combination. Operate the flashing arrow sign in the arrow or caution mode during this activity, whichever applies. Follow at a distance that prevents intrusion into the workspace from passing traffic.
2. As a shadow vehicle in a moving lane closure.

After placing components of a stationary traffic control system you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

Secure objects, including equipment, tools, and ballast on impact attenuator vehicles to prevent loosening upon impact by an errant vehicle.

Do not use a damaged attenuator in the work. Replace any attenuator damaged from an impact during work activities at your expense.

## PAYMENT

The cost for impact attenuator vehicle is included in the contract lump sum price paid for traffic control system.

#### 12-1.04 MAINTAINING TRAFFIC:

Maintaining traffic shall conform to the provisions in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12-4, "Maintaining Traffic," of the Standard Specifications.

Closures shall conform to the provisions in Section 12-1.05, "Traffic Control System for Lane Closure," of these special provisions.

#### CLOSURE REQUIREMENTS

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic," except for work required under Sections 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" of the Standard Specifications.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minute.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1, W21-5b, and C24(CA) signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefore.

## CLOSURE SCHEDULE

Chart No. 1 Conventional Highway Lane Requirements																									
County: Monterey	Route/Direction: Castroville Blvd/ Eastbound & Westbound													MP: 0.0 to 2.52											
Closure Limits: State Route 156 to Elkhorn Rd																									
FROM HOUR TO HOUR      24 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24																									
Mondays through Fridays																									
Saturdays																									
Sundays																									
Legend:																									
<input type="checkbox"/> R    Closure with reversible control permitted.																									
<input type="checkbox"/> R*    Closure with reversible control permitted after June 6, 2014.																									
<input type="checkbox"/> No closure permitted.																									
REMARKS: Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																									

Chart No. 2 Conventional Highway Lane Requirements																									
County: Monterey	Route/Direction: Castroville Blvd/ Eastbound & Westbound													MP: 2.52 to 5.53											
Closure Limits: Elkhorn Rd to San Miguel Cyn Rd																									
FROM HOUR TO HOUR      24 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24																									
Mondays through Fridays																									
Saturdays																									
Sundays																									
Legend:																									
<input type="checkbox"/> R    Closure with reversible control permitted.																									
<input checked="" type="checkbox"/> R    Closure with reversible control permitted.																									
<input type="checkbox"/> No closure permitted.																									
REMARKS: Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																									



For operations requiring lane closure, submit the contingency plan and discuss with the Engineer at least 5 business days before starting that operation. Submit any revisions to the contingency plan for an operation at least 5 business days before starting that operation. Do not close any lanes until the contingency plan has been authorized.

#### 12-1.05 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:

Replace Section 12-5, "Traffic Control System for Lane Closure," of the Standard Specifications with:

##### GENERAL

This section includes specifications for closing traffic lanes with stationary and moving lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

##### MATERIALS

Vehicles equipped with attenuators must comply with section 12-1.03, "Impact Attenuator Vehicle," of these special provisions.

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by the Engineer.

##### CONSTRUCTION

###### General

During traffic striping and pavement marker placement using bituminous adhesive, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

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

###### Stationary Lane Closures

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

For multilane highway lane closures, each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing,

maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining or removing the components if operated within a stationary-type lane closure must only display the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Use a pilot car to control traffic as ordered by the engineer. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

#### Moving Lane Closures

A changeable message sign used in a moving lane closure must comply with section 12-1.02, "Portable Changeable Message Sign," of these special provisions except the sign must be truck-mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

A flashing arrow sign used in a moving lane closure must be truck-mounted. Operate the flashing arrow sign in the caution display mode whenever it is being used on a 2-lane, 2-way highway.

#### PAYMENT

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in section 12-1.01, "Flagging Costs," of these special provisions.

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

#### 12-1.06 TEMPORARY PAVEMENT DELINEATION:

Replace Section 12-8, "Temporary Pavement Delineation," of the Standard Specifications with:

#### GENERAL

This section includes specifications for placing, applying, maintaining, and removing temporary pavement delineation.

Painted traffic stripe used for temporary delineation must comply with section 84-3. Apply 1 or 2 coats.

Temporary signing for no-passing zones must comply with section 12-3.06.

#### MATERIALS

##### Temporary Lane Line and Centerline Delineation

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced. Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or

night use, 180 days or less.

### Temporary Edge Line Delineation

Temporary, removable, construction-grade striping and pavement marking tape must be one of the types on the Authorized Material List. Apply temporary, removable, construction-grade striping and pavement marking tape under the manufacturer's instructions.

## CONSTRUCTION

### General

Whenever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place lane line and centerline pavement delineation for traveled ways open to traffic. On multilane roadways, freeways, and expressways, place edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new striping detail of temporary pavement delineation or permanent pavement delineation.

Place temporary pavement delineation on or adjacent to lanes open to traffic for a maximum of 14 days. Before the end of the 14 days, place the permanent pavement delineation. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the striping detail specified for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the markers, underlying adhesive, and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

### Temporary Lane Line and Centerline Delineation

Whenever lane lines or centerlines are obliterated, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. The temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less. Place temporary pavement markers under the manufacturer's instructions. Cement the markers to the surfacing with the adhesive recommended by the manufacturer, except do not use epoxy adhesive to place pavement markers in areas where removal of the markers will be required.

For temporary lane line or centerline delineation consisting entirely of temporary pavement

markers, place the markers longitudinally at intervals not exceeding 24 feet.

Where no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic. Install a W20-1, "Road Work Ahead," sign from 1,000 feet to 2,000 feet in advance of a no-passing zone. Install a R4-1, "Do Not Pass," sign at the beginning of a no-passing zone and at 2,000-foot intervals within the no-passing zone. The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation. Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

#### Temporary Edge Line Delineation

Whenever edge lines are obliterated on multilane roadways, freeways, and expressways, place edge line delineation for that area adjacent to lanes open to traffic consisting of (1) solid, 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet. You may apply temporary painted traffic stripe where removal of the 4-inch wide traffic stripe will not be required.

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

Channelizers used for temporary edge line delineation must be an orange surface-mounted type. Cement channelizer bases to the pavement as specified in section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface-mounted types on the Authorized Material List.

Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

#### PAYMENT

Full compensation for furnishing, placing, maintaining, and removing temporary delineation is considered as included in the contract prices paid for various items of work involved and no additional compensation will be allowed therefore.

### SECTION 13 – WATER POLLUTION CONTROL

#### 13-1.01 WATER POLLUTION CONTROL PROGRAM:

Water Pollution Control shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these special provisions.

Water Pollution Control Program is paid for as Prepare Water Pollution Control Program.

13-1.02 JOB SITE MANAGEMENT:

Job Site Management shall conform to the provisions in section 13-4, "Job Site Management" of the Standard Specifications.

Job site management is paid for as Job Site Management.

13-1.03 TEMPORARY SEDIMENT CONTROL:

Temporary Sediment Control shall conform to the provisions in section 13-6, "Temporary Sediment Control" of the Standard Specifications and these special provisions.

Temporary Sediment Control is included in the contract price paid for Job Site Management

**SECTION 14 – ENVIRONMENTAL STEWARDSHIP**

14-1.01 GENERAL:

Attention is directed to Section 14, "Environmental Stewardship," of the Standard Specifications and these Special Provisions.

14-1.02 NOISE AND VIBRATION:

NOISE CONTROL

Replace the 2nd paragraph in Section 14-8.02A of the Standard Specifications with the following:

Do not exceed 85 dBA (max) at 50 feet from the job site activities; where such noise will impact existing development.

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

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

14-1.03 HAZARDOUS WASTE AND CONTAMINATION:

Hazardous Waste and Contamination shall conform to the provisions in Section 14-11,

"Hazardous Waste and Contamination" of the Standard Specification. Attention is directed to Section 14-11.02A "Unanticipated Discovery of Asbestos and Hazardous Substance," and Section 14-11.02B "Hazardous Waste Management Practices" of the Standard Specification and this special provision.

If delay of work in the area, due to unanticipated discovery of asbestos or hazardous substances, delays the current controlling operation, the delay will be considered as right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

14-1.04 AIR QUALITY:

Comply with section 14-9, "Air Quality," of the Standard Specifications.

Dust control is included in the contract price paid for Job Site Management.

## SECTION 15 – EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

15-1.01 COLD PLANING ASPHALT CONCRETE PAVEMENT:

GENERAL

Schedule cold planing activities so that not more than 7 working days elapses between the time the pavement is cold planed and the HMA is placed.

MATERIALS

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39.

CONSTRUCTION

General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

#### Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

#### Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

#### Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

#### PAYMENT

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement marking within the area of cold planing is included in the payment for cold plane asphalt concrete pavement of the types shown in the Bid Item List.

If additive alternate is included in the contract, payment for cold planing asphalt concrete pavement required for the additive alternate is included in the payment for Cold Plane Asphalt Concrete Pavement shown in the Base Bid Item List.

Cold planing asphalt concrete pavement is paid for as Cold Plane Asphalt Concrete Pavement.

15-1.02 OBSTRUCTION:

Attention is directed to Section 15, "Existing Highway Facilities," and Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

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

Castroville Community Service District  
Water and Sewer  
Contact: Eric Tynan  
Tel: (831) 633-2560  
1499 Geil Street  
Castroville, CA 95012

AT & T Broadband  
Contact: Bill Kuhne  
Tel: (408)754-8490  
340 Pajaro Street  
Salinas CA 93901

PG&E  
Contact: Jose Saldana  
Tel: (831)784-3574  
401 Work St  
Salinas CA 93901

Storm - Monterey County  
Contact: Shawn Atkins  
Tel: (831)755-4924  
855 E. Laurel Drive, Bldg. B  
Salinas CA 93905

Charter Communications  
Contact: Rich Furtado  
Tel: (408)612-6145  
8120 Camino Arroyo  
Gilroy Ca 95020-5123

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

As the first order of work, the contractor shall pothole all utility crossings shown on the plans and obtains measurements to the top of the pipe from a fixed recoverable point marked on the ground adjacent to the pothole.



The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Western Utilities Underground Alert (Inc.)	(800) 424-3447

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

## **SECTION 19 – EARTHWORK**

### **19-1.01 SHOULDER BACKING:**

Comply with section 19-9, "Shoulder Backing," of the Standard Specifications.

Use grinding materials from this project for shoulder backing.

Shoulder backing is paid for as Cold Plane Asphalt Concrete Pavement.

## **SECTION 39 – HOT MIX ASPHALT**

### **39-1.01 HOT MIX ASPHALT (TYPE A):**

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

Produce and place HMA Type A under the standard construction process.

Asphalt binder used in HMA Type A must be PG 64-10.

Aggregate used in HMA Type A must comply with the 3/4-inch HMA Types A and B gradation.

If you perform half-width paving, at the end of each day's work the distance between the ends of adjacent surfaced lanes must not be greater than can be completed in the following day of normal paving.

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public

traffic.

If widening existing pavement, construct new pavement structure on both sides of the existing pavement to match the elevation of the existing pavement's edge at each location before placing HMA over the existing pavement.

The bid item for place hot mix asphalt (miscellaneous area) is limited to ditches, overside drains, aprons at the ends of drainage structures.

### SMOOTHNESS CORRECTION

If the top layer of HMA Type A pavement does not comply with smoothness specifications, grind the pavement to within specified tolerance and apply slurry seal.

Grind out areas must be uniform rectangles with edges:

1. Parallel to the nearest pavement edge line or lane line
2. Perpendicular to the pavement centerline

Slurry seal areas must be uniform rectangles that:

1. Extend 1 foot beyond the grinded area
2. Extend from fog line to fog line

The Department deducts payment for HMA that does not comply with smoothness specification. The Engineer calculates the deduct for HMA using the following formula:

$$HMA_D = UC_{HMA} \times HMA_{SC}$$

$HMA_D$  = Payment deducted for HMA

$UC_{HMA}$  = Contract unit price of HMA

$HMA_{SC}$  = Quantity of HMA (in TONS) covered by slurry seal for smoothness correction

The Department does not pay for pavement smoothness correction.

### 39-1.02 EDGE TREATMENT, HOT MIX ASPHALT PAVEMENT:

Replace section 39-1.30 of the Standard Specification with:

#### GENERAL

This section includes specifications for constructing the edges of HMA pavement as shown.

#### MATERIALS

For the safety edge, use the same type of HMA used for the adjacent lane or shoulder.

#### CONSTRUCTION

Place safety edge treatment at areas where shoulders are reconstructed.

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The edge of roadway where the safety edge treatment is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade areas to receive the safety edge as required.

The safety edge treatment must be placed monolithic with the adjacent lane or shoulder and shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown. Compaction must be by constraining the HMA to reduce the cross sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transition to cross roads, driveways, and obstructions.

For safety edge treatment, the angle of the slope must not deviate by more than  $\pm 5$  degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface. If paving is done in multiple lifts, the safety edge treatment can be placed either with each lift or with the final lift.

Short sections of hand work are allowed to construct transitions for safety edge treatment. For more information on the safety edge treatment, go to:

[http://safety.fhwa.dot.gov/roadway\\_dept/pavement/safedge/](http://safety.fhwa.dot.gov/roadway_dept/pavement/safedge/)

You can find a list of commercially available devices at the above Web site under "Frequently Asked Questions" and "Construction Questions."

#### PAYMENT

Safety Edge is included in the contract price paid for Hot Mix Asphalt Type A.

### **SECTION 86 – ELECTRICAL SYSTEMS**

#### **86-1.01 SUMMARY:**

Add to section 86-1.01, "Summary," of the Standard Specifications:

Locations of inductive loop detector installations are shown on the Inductive Loop Detector plans.

#### **86-1.02 SCHEDULE OF VALUES:**

Add to section 86-1.03, "Schedule of Values," of the Standard Specifications:

Submit a schedule of values within 15 days after Contract approval.

#### **86-1.03 WIRING:**

Replace the 1st paragraph of section 86-2.09E, "Splice Insulation," of the Standard

Specifications with:

Splices must be insulated by "Method B."

Delete the 6th and 7th paragraphs of section 86-2.09E, "Splice Insulation," of the Standard Specifications.

86-1.04 VEHICLE DETECTORS:

Add to section 86-5.01, "Vehicle Detectors," of the Standard Specifications:

Loop wire must be Type 2.

Loop detector lead-in cable must be Type C.

When one or more vehicle signal detector(s) in left or through lanes consist of a sequence of 4 loops in a single lane, the front loop closest to the limit line or crosswalk shall be located 1 foot in front of the limit line or crosswalk. Loop detectors in the right-turn lanes shall be placed as shown on the plans and as directed by the Engineer. The Set of 3 loops or 4 loops assigned to the same loop detector lead-in cable (DLC) shall be connected in series.

Test and report on each loop detector replacement for continuity and insulation resistance. The reports shall be submitted to the Engineer, one after loop wire installation and another after splicing loop wire to DLC. Insulation resistance must be at least 100 M $\Omega$  (mega-ohms).

Vehicle detectors, wiring, and submitting schedule of values, are included in the contract price paid for Inductive Loop Detector.

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 14-157165

THIS AGREEMENT, 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:

CATROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165

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 May 2010, and the Standard Plans, dated May 2010, including issued revision through November 15, 2013, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds required

(g) Certificate of Insurance

(h) 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 Worker's Compensation
- (8) Waiver for Payment Adjustments for Price Index Fluctuations
- (9) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents
- (10) List of Satisfied Public Agencies
- (11) Bidder's Bond

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:

CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165

### BASE:

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
1	120090		Construction Area Signs	LS	1		
2	120100	S	Traffic Control System	LS	1		
3	130100		Job Site Management	LS	1		
4	130200		Prepare Water Pollution Control Program	LS	1		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
5	153103		Cold Plane Asphalt Concrete Pavement	SQYD	72,573		
6	160101		Clearing and Grubbing	LS	1		
7	377501		Slurry Seal	TON	104		
8	390132		Hot Mix Asphalt (Type A)	TON	10,212		
9	397005		Tack Coat	TON	8		
10	750008		Frame and Cover	EA	10		
11	860810	S	Inductive Loop Detector	LS	1		
<b>TOTAL BASE COST</b>							

F – Final Pay Item  
S – Specialty Item

**ADDITIVE ALTERNATE:**

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
1	390132		Hot Mix Asphalt (Type A)	TON	2,041		
<b>TOTAL ADDITIVE ALTERNATE COST</b>							

F – Final Pay Item  
S – Specialty 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: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer\*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF MONTEREY:**

APPROVE AS TO FISCAL TERMS

By: \_\_\_\_\_  
Name: Robert K. Murdoch, P.E.  
Title: Director of Public Works  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller  
Date: \_\_\_\_\_

APPROVE AS TO FORM

APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: \_\_\_\_\_  
Name: Cynthia L. Hasson  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Steven F. Mauck  
Title: Risk Manager  
Date: \_\_\_\_\_

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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:

CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165

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:

CASTROVILLE BOULEVARD OVERLAY  
PROJECT NO. 14-157165

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.)