

# County of Monterey

Board of Supervisors Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901



## Meeting Agenda - Final

Friday, May 10, 2024

12:00 PM

**50+ page Advance Reports for the Board of Supervisors meeting on Tuesday,  
May 21, 2024.**

**Advance Reports Over 50 Pages**

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**The following reports are scheduled for the Board of Supervisors meeting on Tuesday, May 21, 2024. The reports are being distributed 11 + days prior to the Board of Supervisors meeting due to the large volume of information. These reports are not numbered at this time.**

**Public Works and Facilities - Consent**

- a. Adopt Plans and Special Provisions for the Las Lomas Drive Bicycle Lane and Pedestrian Project, Project No. 8667 (the Project);
- b. Authorize the Director of Public Works, Facilities and Parks to advertise the “Notice to Bidders” in the Monterey County Weekly.
- c. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (1,240 square feet) between County of Monterey and Vences Property (APN 119-152-018 in the amount of \$4,900, for construction of the Project;
- d. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (1,126 square feet) between County of Monterey and Anguiano Property (APN 119-152-019 in the amount of \$5,400, for Construction of the Project;
- e. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (2,951 square feet) between County of Monterey and Montanez Property (APN 119-152-021 in the amount of \$9,500, for Construction of the Project;
- e. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the Agreement for Purchase of Real Property to purchase the aforementioned temporary construction easements; and
- f. Authorize the Director of Public Works, Facilities and Parks or their designee to accept the temporary construction easements and execute the Certificates of Acceptance and Consent to Recordation.

**Attachments:**     [Board Report](#)  
                          [Attachment A - Location Map](#)  
                          [Attachment B - Project Budget \(Rev. ERizo 5-6-24\)](#)  
                          [Attachment C - Book I](#)  
                          [Attachment C - Book II](#)  
                          [Attachment D - TCE Agreements](#)



# County of Monterey

Item No.

## Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: 24-348

May 21, 2024

**Introduced:** 5/8/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Adopt Plans and Special Provisions for the Las Lomas Drive Bicycle Lane and Pedestrian Project, Project No. 8667 (the Project);
- b. Authorize the Director of Public Works, Facilities and Parks to advertise the “Notice to Bidders” in the Monterey County Weekly.
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- f. Authorize the Director of Public Works, Facilities and Parks or their designee to accept the temporary construction easements and execute the Certificates of Acceptance and Consent to Recordation.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Adopt Plans and Special Provisions for the Las Lomas Drive Bicycle Lane and Pedestrian Project, Project No. 8667 (the Project);
- b. Authorize the Director of Public Works, Facilities and Parks to advertise the “Notice to Bidders” in the Monterey County Weekly.
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- e. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the

Agreement for Purchase of Real Property to purchase the aforementioned temporary construction easements; and

f. Authorize the Director of Public Works, Facilities and Parks or their designee to accept the temporary construction easements and execute the Certificates of Acceptance and Consent to Recordation.

**SUMMARY:**

Adopting the Plans and Special Provisions and authorizing the Public Works, Facilities and Parks Department (PWFP) to advertise the Las Lomas Drive Bicycle Lane and Pedestrian Project, Project No. 8667 (the Project), will allow the PWFP to solicit construction bids and proceed with the construction phase of the Project. PWFP will return to the Board after opening bids and determining the lowest responsible bidder to award the Project.

Approval of the Agreements for Purchase of Real Property will complete three (3) purchases of temporary construction easements (TCEs) and thus allow construction of the Project to proceed.

**DISCUSSION:**

The Las Lomas Drive Bicycle Lane and Pedestrian Project (the Project) is located as shown in Attachment A and consists of road widening, driveway reconstruction, and installation of new curbs, gutters, sidewalks, Class II bike lanes, a retaining wall, and stormwater treatment facilities on Las Lomas Drive between Hall Road and Thomas Road in north Monterey County.

On June 6, 2023, the Board of Supervisors authorized staff to advertise for bids to construct the project, and on July 13, 2023, the County opened sealed bids for the Project. Only two qualified contractors submitted responsive bids. The apparent low bid, at \$4,574,513.90, exceeded the engineer's estimate of \$3,039,586 by approximately \$1.5 million or 50 percent. On September 26, 2023, the Board of Supervisors approved staff's recommendation to reject all bids and reevaluate the plans, specifications and cost estimate and implement minor modifications to the contract documents as necessary to receive lower bids. In this regard, the original soldier pile retaining wall was replaced with a Keystone®-type retaining wall. The updated engineer's estimate is \$3,388,953. To construct the retaining wall more efficiently, a total of three (3) TCEs across adjacent properties were obtained. The bid opening is set for June 13, 2024, at 2:00 p.m., in the Board of Supervisors Chambers, County Administration Building, Government Center, 168 W. Alisal Street, First Floor, Salinas, California. Project construction is scheduled to begin in July 2024.

County right of way consultant Bender Rosenthal, Inc. performed appraisals for each of the TCEs for compensatory value and offers were presented to the affected property owners. The appraisals indicated that the valuation for just compensation due, as of October 12, 2023, was as follows:

- \$4,900 for the property owned by Vences;
- \$5,400 for the property owned by Anguiano; and
- \$9,500 for the property owned by Montanez Trust Property.

Las Lomas is located in the Coastal Zone so the Project requires a discretionary permit. In compliance with the California Environmental Quality Act (CEQA), the County of Monterey Planning Commission adopted a Subsequent Mitigated Negative Declaration (MND) and approved a Combined Development Permit (RMA-Planning File No. PLN140903) on January 14, 2015.

An extension (PLN140903-EXT1), Resolution No. 18-025 was approved by the Resource Management Agency Chief of Planning on May 16, 2018, and an extension (PLN140903-EXT2), Resolution No. 22-044 was approved by the Department of Housing and Community Development Chief of Planning on July 20, 2022, with no changed circumstances from the previously approved permit. Caltrans, as the designated lead for the National Environmental Policy Act (NEPA), determined that the Project is categorically excluded from having to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Caltrans approved the NEPA Categorical Exclusion Determination on January 2, 2019, and re-validated on January 19, 2023.

**OTHER AGENCY INVOLVEMENT:**

The Office of the County Counsel-Risk Management, and Auditor-Controller have reviewed and approved the Special Provisions as to form, insurance and indemnification provisions and fiscal provisions, respectively.

**FINANCING**

The total estimated cost of the Project, including design engineering, environmental, right-of-way, and construction is \$5,111,534. The County has secured Active Transportation Program (ATP) funding for the Project as outlined in Attachment B, Project Budget. The Project is largely funded by a combination of State and Federal ATP Funds in the amount of \$2,894,000, Transportation Development Act (TDA) funds in the amount of \$170,300 and Road Fund in the amount of \$120,464. The remaining \$1,926,770 will be funded through Measure X local funds. There are sufficient appropriations adopted in the FY 2023-24 Road Fund 002, Appropriation Unit PFP004 budget to finance the construction phase of the Project.

The cost to secure the subject TCEs is \$19,800.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Project will construct sidewalks, Class II bike lanes, curb, gutter, driveways, retaining wall and bioswales. The recommended action supports the following Board of Supervisors' Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Edgard Rizo, Assistant Engineer, (831) 755-5158

Reviewed by: J. Erich Rauber, PE, GE, Senior Civil Engineer

Enrique Saavedra, PE, Chief of Public Works

Crystal Corpuz, Finance Manager I

Mary Grace Perry, Deputy County Counsel

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:

Attachment A - Location

Attachment B - Project Budget

Attachment C - Special Provisions Book 1 & Bid Form Book 2

Attachment D - Agreements for Purchase of Real Property



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Legistar File Number: 24-348

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Prepared by: Edgard Rizo, Assistant Engineer, (831) 755-5158

Reviewed by: J. Erich Rauber, PE, GE, Senior Civil Engineer

Enrique Saavedra, PE, Chief of Public Works

Crystal Corpuz, Finance Manager I

Mary Grace Perry, Deputy County Counsel

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:  
Randell Ishii  
C09773208E94F3

5/9/2024 | 12:39 PM PDT

The following attachments are on file with the Clerk of the Board:

Attachment A - Location

Attachment B - Project Budget

Attachment C - Special Provisions Book 1 & Bid Form Book 2

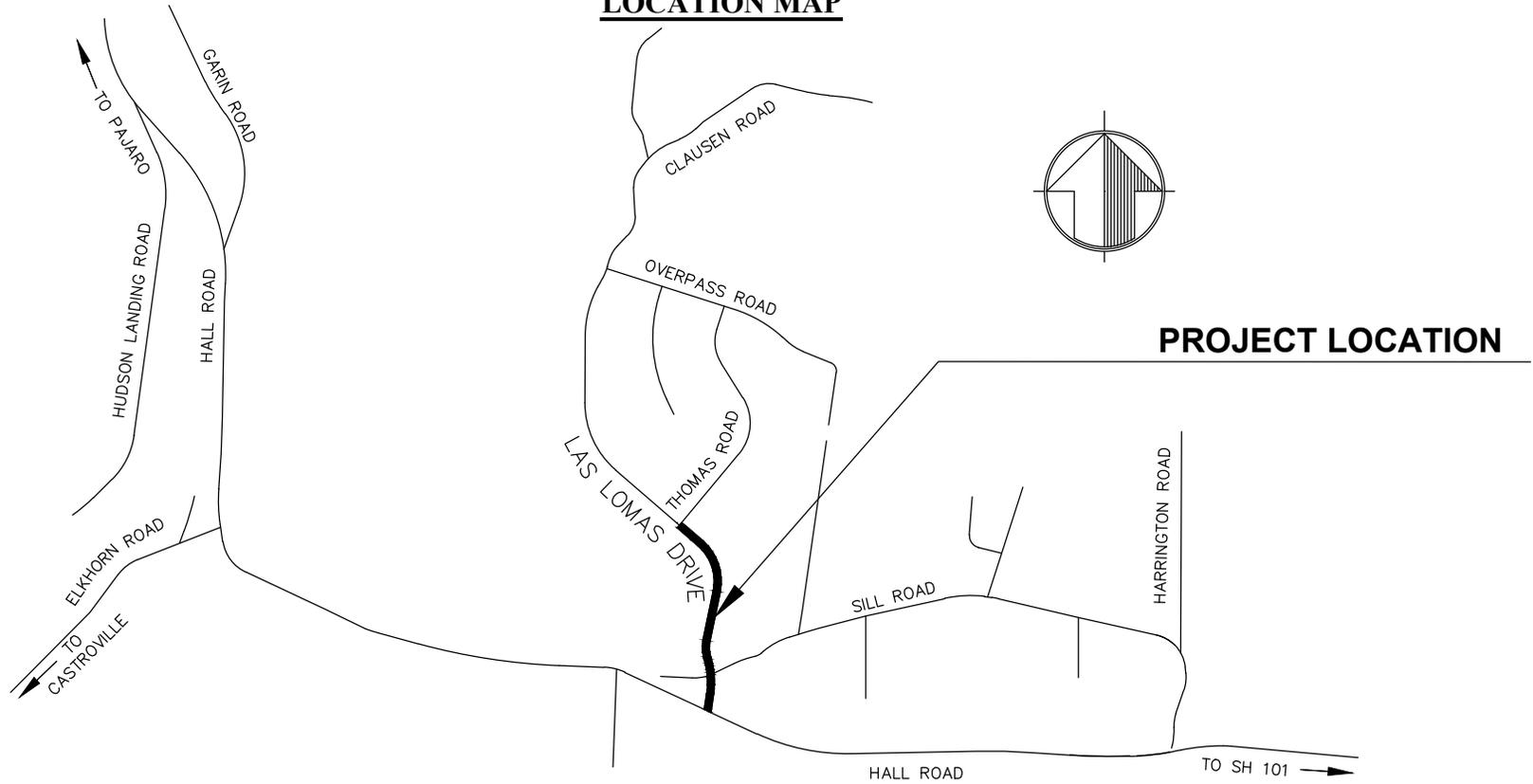
Attachment D - Agreements for Purchase of Real Property

# Attachment A

**ATTACHMENT A**

**COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS  
LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667**

**LOCATION MAP**



# Attachment B

**ATTACHMENT B**

**COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS  
LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667**

**PROJECT BUDGET**

Design Engineering/Environmental		\$1,070,487
Right-of-Way		\$100,000
Construction Management		\$552,094
Construction		\$3,388,953
Construction Contract – Engineer’s Estimate	\$3,388,953	
<b>TOTAL ESTIMATED PROJECT COST:</b>		<b>\$5,111,534</b>

**REVENUE**

State/Federal Funds		
Active Transportation Program (ATP) Fund		\$2,894,000
Local Funds		
2% Transportation Development Act (TDA)		\$170,300
Road Fund		\$120,464
Measure X		\$1,926,770
<b>TOTAL:</b>		<b>\$5,111,534</b>

# Attachment C

**COUNTY OF MONTEREY**

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

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**LAS LOMAS DRIVE  
BICYCLE LANE AND PEDESTRIAN PROJECT  
County Project No. 8667  
Federal Aid Project No. ATPSBIL-5944(135)**



**COUNTY OF MONTEREY  
PUBLIC WORKS, FACILITIES AND PARKS**

**NOTICE TO BIDDERS**

**LAS LOMAS DRIVE  
BICYCLE LANE AND PEDESTRIAN PROJECT  
County Project No. 8667  
Federal Aid Project No. ATPSBIL-5944(135)**

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

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

AUDITOR-CONTROLLER  
APPROVED AS TO FISCAL TERMS  
PROVISIONS

DocuSigned by:

*Mary Grace Perry*

76A4898A72D468

By: MARY GRACE PERRY

Deputy County Counsel

Date: 5/6/2024 | 10:17 AM PDT

DocuSigned by:

*David Bolton*

3E7A8EF44D9846

By: DAVID BOLTON

Risk Manager

Date: 5/7/2024 | 8:14 AM PDT

DocuSigned by:

*Ma Mon*

2647DD037D86406

By: MA MON

Chief Deputy Auditor Controller

Date: 5/8/2024 | 10:12 AM PDT

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

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

**CIVIL**



*Justina L. Conklin*

2/23/24

Justina Conklin  
TRC Engineers, Inc.

Date

**STRUCTURAL**



*Cameron J. Pinkerton*

2/23/24

Cameron Pinkerton  
TRC Engineers, Inc.

Date

**LANDSCAPE/ARCHITECTURE**



*J. Patrick Boyd*

2/23/24

Patrick Boyd  
DesignLab252

Date

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## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

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

### PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

<b>RSP A20A</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>A20B</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>A20C</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>RSP A20D</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>A24A</b>	<b>Pavement Markings - Arrows</b>
<b>A24B</b>	<b>Pavement Markings - Arrows and Symbols</b>
<b>A24C</b>	<b>Pavement Markings - Symbols and Numerals</b>
<b>A24D</b>	<b>Pavement Markings - Words</b>
<b>RSP A24E</b>	<b>Pavement Markings - Words</b>
<b>A24F</b>	<b>Pavement Markings - Crosswalks</b>
<b>RSP A24G</b>	<b>Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details</b>
<b>A24H</b>	<b>Pavement Markings Arrows</b>

### EXCAVATION AND BACKFILL

<b>A62A</b>	<b>Excavation and Backfill - Miscellaneous Details</b>
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### CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

<b>A87A</b>	<b>Curbs and Driveways</b>
<b>A88A</b>	<b>Curb Ramp Details</b>

### DRAINAGE INLETS, PIPE INLETS AND GRATES

<b>D73E</b>	<b>Precast Drainage Inlets - Types GO and GDO</b>
<b>D75B</b>	<b>Concrete Pipe Inlets</b>

### GUTTER AND INLET DEPRESSIONS

<b>D78A</b>	<b>Gutter Depressions</b>
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### TEMPORARY WATER POLLUTION CONTROL

<b>T51</b>	<b>Temporary Water Pollution Control Details (Temporary Silt Fence)</b>
<b>T52</b>	<b>Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)</b>
<b>T53</b>	<b>Temporary Water Pollution Control Details (Temporary Cover)</b>
<b>T54</b>	<b>Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)</b>
<b>T55</b>	<b>Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)</b>
<b>T56</b>	<b>Temporary Water Pollution Control Details (Temporary Fiber Roll)</b>
<b>T57</b>	<b>Temporary Water Pollution Control Details (Temporary Check Dam)</b>
<b>T58</b>	<b>Temporary Water Pollution Control Details (Temporary Construction Entrance)</b>

- T59** Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
- T60** Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
- T61** Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T62** Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T63** Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T64** Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T65** Temporary Water Pollution Control Details (Temporary High-Visibility Fence)
- T66** Temporary Water Pollution Control Details (Temporary Large Sediment Barrier)
- T67** Temporary Water Pollution Control Details (Temporary Construction Roadway)
- B11-7** CHAIN LINK RAILING, CABLE RAILING AND TUBULAR HAND RAILING  
Chain Link Railing
- ROADSIDE SIGNS**
- RS1** Roadside Signs - Typical Installation Details No. 1
- RS2** Roadside Signs - Wood Post - Typical Installation Details No. 2
- RS4** Roadside Signs - Typical Installation Details No. 4
- ELECTRICAL SYSTEMS - DETECTORS**
- ES-5A** Electrical Systems (Loop Detectors)
- ES-5B** Electrical Systems (Detectors)
- ES-5C** Electrical Systems (Accessible Pedestrian Signal and Push Button Assemblies)
- ES-5D** Electrical Systems (Curb and Shoulder Termination, Trench, and Handhole Details)

### CANCELED STANDARD PLANS LIST

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

Plan No.	Date Canceled	Plan No.	Date Canceled	Plan No.	Date Canceled
A77L3	10-21-22				
A77U3	10-21-22				
A78G	10-21-22				
A78I	10-21-22				

## NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, GOVERNMENT CENTER, COUNTY ADMINISTRATION BUILDING, 168 W. ALISAL STREET, 1<sup>ST</sup> FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS, CALIFORNIA 93902-1728), until 2:00 p.m., June 13, 2024, for the

**LAS LOMAS DRIVE  
BICYCLE LANE AND PEDESTRIAN PROJECT  
County Project No.: 8667  
Federal Aid Project No.: ATPSBIL-5944(135)**

As shown on the Construction Plans, at which time they will be publicly opened and read in Board Chambers located on the first floor of the County of Monterey Government Center, 168 W. Alisal St., Salinas, CA 93901.

The general work description for the “LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT” is the construction and widening of Las Lomas Drive from Hall Road to Thomas Road, including but not limited to clearing and grubbing, traffic control, excavation and backfill, storm drain pipe installation, block retaining walls, drainage system, curb and gutter and sidewalks, bioretention facilities, and pavement. Such other items or details, not mentioned above, that are required by the Construction Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, and/or installed. The Engineer’s Estimate for the construction costs of Basic Contract Items is \$3,000,000.

The County of Monterey hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, Disadvantage Business Enterprises (DBEs) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

The contractor, or subrecipient, shall take necessary and reasonable steps to ensure that DBEs have the opportunity to participate in this contract. The DBE goal is nineteen percent (19%).

For the Federal Training Program, the number of trainees or apprentices is 1.

The Bidder shall possess a valid Class A license, or a combination of Class C-8, C-10, C-12, C-13, C-27, C-32, C-34, C-45 licenses, from contract award through Contract acceptance (23CFR 635.110). The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

The Contractor awarded the Contract shall begin work when authorized by the County of Monterey. This work shall be diligently prosecuted to completion before the expiration of **100 WORKING DAYS** beginning on the date listed on the issuance of the “Notice to Proceed”. Plant establishment period is ninety working days (90-days) beginning the day after 100% of the work is accepted.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent (10%) of the amount bid, must accompany the bid. The successful bidder shall furnish a payment bond and a performance bond each in the amount of one hundred percent (100%) of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following County of Monterey website: <https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>

Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at **COUNTY OF MONTEREY DEPARTMENT OF PUBLIC WORKS, 1441 SHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901** for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to California Labor Code Section 1773, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Department of Public Works, 168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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

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

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

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

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call the U.S. Department of Transportation (1-800-424-9071) "hotline," between 8:00 am and 5:00 pm, and report these activities.

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

Date: March 22, 2024

RANDELL ISHII, P.E., TE, PTOE  
DIRECTOR OF PUBLIC WORKS FACILITIES & PARKS  
COUNTY OF MONTEREY



# SPECIAL NOTICES

- See sections 2 and 3 for contractors' registration requirements.
- See section 2 for submittal requirements for DBE quotes.
- The schedules for the submittal of DBE forms have been revised. See section 2-1.33 for the submittal schedules.
- The flagging and temporary traffic control requirements have been revised. See sections 7-1.03, 7-1.04, and 12.
- The Bidder must submit its bid with a minimum price for plant establishment work. See section 2-1.09.

# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

### 1-1.03 Replace Reserved with:

#### 1-1.03 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Caltrans Standard Specifications and Standard Plans of 2022, and Caltrans\_2022 Revised Standard Plans Dated 11-18-22 as indicated herein, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

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

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

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

#### 1-1.03A INTERPRETATION OF STANDARD SPECIFICATIONS:

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

#### Add to section 1-1.07:

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

#### DEFINITIONS IN SPECIAL PROVISIONS:

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

Board of Supervisors:	The governing body of the County of Monterey
Caltrans:	California Department of Transportation
County:	The County of Monterey, a political subdivision of the State of California



## 2 BIDDING

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

The Department makes the following supplemental project information available:

#### Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	Caltrans 2022 Standard Specifications Caltrans 2022 Standard Plans Caltrans 2022 Revised Standard Plans Dated 11-18-22 Geotechnical Engineering Investigation Report Initial Study for Las Lomas Drainage Project Relief of Bid Request Form
Included with the project plans	Log of test borings

#### Add to section 2-1.07:

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

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

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

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

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

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

#### Add to section 2-1.09:

The item total for plant establishment work must be at least **\$1,500**.

#### Add to section 2-1.10:

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

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

#### Replace Reserved in Section 2-1.12 with:

### 2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667

**2-1.12A General**

Section 2-1.12 applies to a federal-aid contract.

Under 49 CFR 26.13(b):

The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Include this assurance in each subcontract you sign with a subcontractor.

**2-1.12B Disadvantaged Business Enterprise Goal****2-1.12B(1) General**

Section 2-1.12B applies if a DBE goal is shown on the Notice to Bidders.

The Department shows a DBE goal to comply with the DBE program objectives provided in 49 CFR 26.1.

Make work available to DBEs and select work parts consistent with the available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown on the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify at bid opening that each DBE firm is certified as a DBE by the California Unified Certification Program (CUCP) and possesses the most specific available North American Industry Classification System (NAICS) Codes and California Work Codes applicable to the type of work the firm will perform on the Contract. You are responsible for documenting each DBE firm's certification by printing out the California Unified Certification Program (CUCP) profile data for each DBE firm. The CUCP database of certified DBE firms is located on the following website:

<https://caltrans.dbesystem.com/>

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

DBE participation will count toward the Caltrans federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies if they are obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines manufacturer and regular dealer.

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The Department uses the following factors from 49 CFR 26.55(d) in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

### **2-1.12B(2) DBE Commitment Submittal**

Submit the DBE Commitment form and the following supporting DBE information no later than 4 p.m. on the 5th day after bid opening:

- Quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work
- DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form.
- If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

If the last day for submitting the DBE information falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE will result in disallowance of the DBE's participation.

### **2-1.12B(3) DBE Good Faith Efforts Submittal**

You can meet the DBE requirements by either documenting commitments to DBEs to meet the DBE goal or by documenting adequate good faith efforts to meet the DBE goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If your DBE Commitment form shows that you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form no later than 4 p.m. on the 5th day after bid opening showing that you made adequate good faith efforts to meet the goal. If the last day for submitting the DBE Good Faith Efforts Documentation form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Only good faith efforts directed toward obtaining participation by DBEs are considered.

Even if your DBE Commitment form shows that you have met the DBE goal, submit the DBE Good Faith Efforts Documentation form within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

Refer to 49 CFR 26 appendix A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

The Department considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

### **2-1.12B(4) Bidder's List Submittal**





**4-1.06A CHANGED CONDITION:****a. Differing Site Conditions**

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

**b. Suspensions of Work Ordered by the Engineer**

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

**c. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original contract quantity, any allowance for an increase in quantity shall apply only to that portion in excess of one hundred twenty five percent (125%) of the original contract item quantity, or in case of a decrease below seventy five percent (75%), to the actual amount of work performed.

^^

## **5 CONTROL OF WORK**

**Replace section 5-1.13B with:**

### **5-1.13B Disadvantaged Business Enterprises**

#### **5-1.13B(1) General**

Section 5-1.13B applies to a federal-aid contract.

Use each DBE as listed on the DBE Commitment form unless you receive Department prior authorization for termination under section 5-1.13B(2)(c). Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:

1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each DBE business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month for the previous month's work, submit the Monthly DBE Trucking Verification form (LAPM Exhibit 16-Z1)

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form, Exhibit 17-O, and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form (LAPM Exhibit 17-F) and submit within 10 days of Contract acceptance. The Department withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

### **5-1.13B(2) Disadvantaged Business Enterprises**

#### **5-1.13B(2)(a) General**

Section 5-1.13(B)(2) applies if a DBE goal is shown on the Notice to Bidders.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

#### **5-1.13B(2)(b) Commercially Useful Function**

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form (LAPM Exhibit 9-J). Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

### **5-1.13B(2)(c) Termination**

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department.

You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
  - 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
  - 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
  - 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

**5-1.13B(2)(d) Replacement**

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:
  - 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
  - 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - 1.2.1. Quote for bid item work and description of work to be performed
    - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
  - 2.2. Solicitations of DBEs for performance of work identified in 2.1
  - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
  - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
  - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work

associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

### **5-1.13B(3) Use of Joint Checks**

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form (LAPM Exhibit 9-K).

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

### **Replace section 5-1.13E with:**

#### **5-1.13E Prompt Payment**

Section 5-1.13E applies to a federal-aid contract.

Pay your subcontractors within 7 days of receipt of each progress payment, unless otherwise agreed to in writing in accordance with Business and Professionals Code section 7108.5

Before the 15th day of each month for the previous month's work, submit the Prompt Payment Certification form (LAPM Exhibit 9-P) regardless of whether you made any payments.

The Department may request additional documentation to verify the information provided on the Prompt Payment Certification form is complete.

If there is a good faith dispute over any portion of the amount due on a progress payment to a subcontractor or other entity, you may withhold no more than 150 percent of the disputed amount. Provide a written withhold notification to the subcontractor or other entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

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

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith.

If the Department determines your withhold was not applied in good faith, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

**Add to the end of section 5-1.32:**

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

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

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

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

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

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

**Add at the beginning of section 5-1.36A:**

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

Agency	Utility	Contact	Address	Phone
County of Monterey	Storm Drain	Shawn Atkins	855 E. Laurel Drive, Bldg B Salinas, CA 93905	(831) 755-4929
PG&E	Electric	Michael Jarvis	615 7 <sup>th</sup> Avenue Santa Cruz, CA 95062	(831) 682-7686
PG&E	Gas	Estevan Garza	615 7 <sup>th</sup> Avenue Santa Cruz, CA 95062	(831) 236-1309
AT&T	Cable/Telephone	Steve Kringen	515 Chappell Watsonville, CA 95076	(831)728-8637
Calwater	Water	Brenda Ganillo	254 Commission Street Salinas, CA 93901	(831) 757-3644

**Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):**

During the progress of the work under this Contract, the utility owner will relocate a utility shown in the following table within the corresponding number of working days shown. Notify the Engineer when the site is ready for utility work. After verifying the site is ready for utility work, the Engineer notifies the utility owner. The working days to relocate start on the notification date to the utility owner. The Utility Owner's need 40 day advance notice of when the anticipated utility work will begin.

**Utility Relocation and Department-Arranged Time for the Relocation**

Utility	Location	Working days
Pacific Gas and Electric Company (PG&E) Estevan Garza (831)236-1309	1 – Adjust Gas Meter to Grade on the east side of Las Lomas Drive about 30' north of the Sill Road intersection.	3 days
Pacific Gas and Electric Company (PG&E) Michael Jarvis (831)682-7686	2.) Guy Wire to be relocated at Station 6+30 on the east side of the road.	10 days
California Water Service Company (CALWATER) Brenda Granillo (831) 757-3644	1.) Relocate water valves on the east side of Las Lomas Road at Station 5+68  2.) Relocate fire hydrants at Station 5+85 and Station 5+95	3 days  3 days
AT&T Telecommunication Company Steve Kringen (831) 728-8637	2.) Underground AT&T conduit to be relocated under bio-retention facility at Station 7+30.	5 days

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work



## 6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

### 6-1.03B Submittals

#### 6-1.03B(1) General

Not Used

#### 6-1.03B(2) Work Plan

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

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

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

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

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

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

#### 6-1.03B(3) Analytical Test Results

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

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

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

concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

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

**6-1.03B(4) Sample and Analysis**

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

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

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

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

**Minimum Number of Samples and Analytical Tests for Local Material**

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

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

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

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

**6-1.03C Local Material Management**

Do not place local material until authorized.  
 LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
 PROJECT NO. 8667

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

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

**Replace section 6-1.04 with:**

**6-1.04 BUY AMERICA**

**6-1.04A General**

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

**6-1.04B Crumb Rubber (Pub Res Code § 42703(d))**

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

**6-1.04C Steel and Iron Materials**

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

**6-1.04D Manufactured Products**

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

**6-1.04E Construction Materials**

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
  - 2.1. Polyvinylchloride
  - 2.2. Composite building materials
  - 2.3. Polymers used in fiber optic cables
3. Glass
4. Lumber
5. Drywall



## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

For Federal minimum wage rates see the website <https://sam.gov/content/wage-determinations>.

The Federal minimum wage rates in the website: <https://sam.gov/content/wage-determinations> were updated on October 2, 2023.

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

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

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

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

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

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

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 are available to them under any other provision of this contract (except retention of money due to the Contractor) or otherwise in law.

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

Prior to the execution of the Contract by the County, Contractor 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 Contract. 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 Contract, which shall continue in full force and effect.

**Replace section 7-1.11B with:****7-1.11B FHWA-1273**

FHWA-1273 – Revised October 23, 2023

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

**2. Withholding (29 CFR 5.5)**

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Add to end of section 7-1.11B FHWA-1273:**

**7-1.11B(1) FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS:**

"Section VI. Subletting or Assigning the Contract" does not apply since this project is off the NHS.

**Add to the end of section 7-1.11D Training:**

**7-1.11D(1) FEDERAL TRAINEE PROGRAM:**

For the Federal training program, the number of trainees or apprentices is 1.

This section applies if a number of trainees or apprentices is specified in the Special Provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a Contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, twenty five percent (25%) of apprentices or trainees in each occupation must be in their first year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of MONTEREY:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County of MONTEREY approval for this submitted information before you start work. The County of MONTEREY credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of MONTEREY and the Federal Highway Administration (FHWA) approves a program if one of the following is met:

1. It is calculated to:
  - Meet equal employment opportunity responsibilities.

- Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the United States Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction Contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of MONTEREY reimburses you eighty cents per hour of training given an employee on this Contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
  - Contribute to the cost of the training
  - Provide the instruction to the apprentice or trainee
  - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program.

Furnish the apprentice or trainee with:

1. Copy of the program you will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

**Add to the end of section 7 Legal Relations and Responsibility to the Public:**

**7-1.12 TITLE VI ASSURANCES**

Appendices A and E of the Title VI Assurances

**Appendix A**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

- a) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- b) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be

performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation, and/or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this Agreement, the California Department of Transportation shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

f) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);





## 9 PAYMENT

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

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

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

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

**Replace section 9-1.22 with:**

### **9-1.22 ARBITRATION:**

A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):

- 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
- 1b. This article shall not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
- 2a. "Public Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.
- 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
4. This article applies only to contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contract Code Section 20104.2):

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

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

- 2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
  - 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
  4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.
  5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contract Code Section 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) 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 Contract Code Section 2104.6):



## **DIVISION II GENERAL CONSTRUCTION**

### **10 GENERAL**

#### **Replace Section 10-2 with: 10-2 CONTRACTOR PUBLIC OUTREACH**

#### **10-2.01(A) General**

Contractor shall work with the County to implement a public relations plan, further described as follows:

1. The County's Construction Manager will lead a comprehensive Community Outreach Program for this project. Contractor shall coordinate with the County's Construction Manager to provide information to implement this plan.
2. It is the intent of the plan to inform and engage the public prior to and during Construction. It's recognized that public involvement and outreach efforts are critical, and information supplied to them will need to be well coordinated with a proactive approach.
3. The components of the plan include:
  - a. Contractor shall provide the County's Construction Manager with a Two-Week Look ahead schedule, identifying planned work and impacts to traffic.
  - b. Public Notification Meeting, which includes the development of an invite list and design invitation for kick-off meeting to stakeholders, households and businesses in the project impact area. The County of Monterey will set up and coordinate the meeting. Contractor shall attend and participate in the meeting.
  - c. Coordinate with all applicable County staff for ongoing media coordination. County staff will utilize phone notification system for land lines/cell/email and text alerts when applicable, County publications, cable public affairs programming, Facebook and Twitter. The Contractor shall be responsible for providing information required by the County for the media updates.
  - d. The County staff shall coordinate weekly updates on County's website to include progress updates and construction schedule information. Contractor shall provide current information for progress updates.
  - e. Contractors shall establish a 24-hour Hotline to be used for receiving incoming calls from local citizens with questions or complaints concerning construction activities or procedures. This number will be published and maintain a 24-hour answering service. The answering service will be monitored by contractor personnel at all times when there is work being performed on the project. Contractor shall keep a log of incoming calls, responses, and actions that will be submitted to the County Construction Manager weekly.

#### **10-2.01(B) Materials**

Not used.

#### **10-2.01(C) Construction**

Not used.

#### **10-2.01(D) Payment**

Payment for Public Outreach shall be at the contract lump sum price and shall include full compensation for performing all work in accordance with Section 10-2, "Contractor Public Outreach", of these Special Provisions, and as directed by the Engineer, including but not limited to attendance at public outreach



## **12 TEMPORARY TRAFFIC CONTROL**

**Replace *Reserved* in section 12-3.11B(5)(a) with:**

Provide two C47B(CA) project funding identification signs.

Legend for the type of project must read as follows:

HIGHWAY CONSTRUCTION

Legend for the types of funding on a construction project funding sign must read and be in the order as follows:

FEDERAL HIGHWAY TRUST FUNDS

Legend for the year of completion on a construction project funding sign must read as follows:

YEAR OF COMPLETION 2024

**Replace *Not Used* in section 12-3.11D Payment with:**

Payment for furnishing, installing, and removing Construction Project Funding Identification Signs is included in the price paid for Construction Area Signs, and no additional payment will be made therefor.

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

Submit a contingency plan for each of the following activities:

1. Activity requiring a complete roadway closure
2. Roadway excavations encroaching on the traveled way not protected by Type K railing
3. HMA paving
4. Asphalt or concrete pavement sealing
5. Placement of bar reinforcing steel or structural members
6. Striping



**13 WATER POLLUTION CONTROL**

**Add to the end of section 13-1.01A:**

The receiving water for this project is Carneros Creek.

**Add to the end of section 13-3.01A:**

This project's risk level is 1.

For this project, the County has been granted by Regional Water Quality Control Board a small construction rainfall erosivity waiver that exempts contractor from the Construction General Permit coverage during the period from June 1, 2024 to November 1, 2024. For the year 2025, the County plans on applying for and expects to be granted an Erosivity Waiver for the period from April 15 to November 1.

**Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):**

The following RWQCBs will review the authorized SWPPP:

- 1. Central Coast, Region 3  
 ^^^

## 14 ENVIRONMENTAL STEWARDSHIP

### Replace *Reserved* in section 14-1.03 with:

The Contractor must:

1. Coordinate training schedules with the Contractor Supplied biologist who will conduct environmental awareness training for all construction crews before project implementation.
3. In addition to the mitigation measures specifically noted in these special provisions, the Contractor shall conform to the mitigation requirements included in the project environmental document titled "Las Lomas Drainage Project Initial Study. These documents are provided in "Supplemental Project Information" of these special provisions.

### Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

#### Regulated Species

Raptors and Migratory Birds
-----------------------------

This project includes the sensitive habitats shown in the following table:

#### Sensitive Habitats

Trees
-------

Use the protocols for the corresponding regulated species shown in the following table:

Regulated species name	Protocol
Nesting Raptors	<p>Verify no wildlife is present near equipment prior to operation.</p> <p>Prior to nesting season begins, exclusionary measures such as netting and visual deterrents will be installed and will be routinely inspected and kept in good repair until construction is complete and the exclusion devices are removed.</p> <p>Notify the Contractor Supplied Biologist 45 days in advance of any construction activities.</p> <p>Notify engineer and construction staff when environmental awareness training sessions are scheduled.</p> <p>Immediately notify the Contractor Supplied Biologist if any wildlife is observed on site.</p> <p>Notify Contractor Supplied Biologist of work that will need to be monitored including but not limited to exclusion installation and work within designated buffer zones and any vegetation removal during the bird nesting season (February 1 to September 30).</p> <p>If bird exclusion will be required to complete the project. Submit a bird exclusion plan for review and follow the guidance of the contractor supplied biologist to ensure correct installation and implementation.</p>

Monitor regulated species according to the schedule shown in the following table:

Monitoring type	Schedule
Vehicle Inspection for Wildlife	Daily
Tree Inspection for Nests	Prior to Tree Removal
Exclusionary Measures (Netting, etc.)	Daily (Feb 1 to Sept 30)

**Replace the list in the 2nd paragraph of section 14-6.03D(1) with:**

1. Prior to construction, conduct a bird survey.
2. If construction activities occur between February 1 and September 30, conduct surveys for nesting raptors in accordance with current guidance.
3. If construction coincides with the Avian Nesting Season, conduct a pre-construction migratory bird survey within 100 feet of the project footprint.
4. Clear work area prior to vegetation removal
5. Monitor regulated species within the project area.
6. Ensure that construction activities do not result in the take of regulated species
7. Ensure that construction activities comply with PLACs
8. Immediately notify the Engineer of any take of regulated species or violation of a biological resource PLAC

**Add to section 14-6.03D(1):**

A Contractor-supplied biologist who performs specialized activities must have demonstrated field experience working with the regulated species or performing the specialized task. The biologist must have experience that complies with the requirements shown in the following table:





## 19 EARTHWORK

### Add to the end of section 19-1.01A:

Earthwork activities include finishing the roadway. Finishing the roadway must comply with section 22.

### Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

### Replace item 2 in the list of section 19-2.04 with:

2. Ditch and bioretention facility excavation

### Replace Section 19-12 Reserved with: 19-12 BIORETENTION SOIL MEDIA (BSM)

#### 19-12.01A Summary

This item includes the work involved with placing bioretention soil media where shown in the project plans

#### 19-12.01B Submittals

The applicant must submit to the municipality for approval:

- A. A sample of mixed bioretention soil.
- B. Certification from the soil supplier or an accredited laboratory that the Bioretention Soil meets the requirements of this guideline specification.
- C. Grain size analysis results of the fine sand component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
- D. Quality analysis results for compost performed in accordance with Seal of Testing Assurance (STA) standards, as specified in Section 1.4.
- E. Organic content test results of mixed Bioretention Soil. Organic content test shall be performed in accordance with by Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On- Ignition Organic Matter Method".
- F. Grain size analysis results of compost component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
- G. A description of the equipment and methods used to mix the sand and compost to produce Bioretention Soil.
- H. Provide the following information about the testing laboratory(ies) name of laboratory(ies) including
  - 1) contact person(s)
  - 2) address(es)
  - 3) phone contact(s)
  - 4) e-mail address(es)
  - 5) qualifications of laboratory(ies), and personnel including date of current certification by STA, ASTM, or approved equal

**19-12.02 MATERIALS****19-12.02A General**

Bioretention soil shall achieve a long-term, in-place infiltration rate of at least 5 inches per hour. Bioretention soil shall also support vigorous plant growth.

Bioretention Soil shall be a mixture of fine sand, and compost, measured on a volume basis:

60%-70% Sand  
30%-40% Compost

**19-12.02B Sand for Bioretention****A. General**

Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.

**B. Sand for Bioretention Soil Texture**

Sand for Bioretention Soils shall be analyzed by an accredited lab using #200, #100, #40, #30, #16.

#8, #4, and 3/8 inch sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	<i>Min</i>	<i>Max</i>
3/8 inch	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40	5	55
No. 100	0	15
No. 200	0	5

Note: all sands complying with ASTM C33 for fine aggregate comply with the above gradation requirements.

**19-12.02C Composite Material**

Compost shall be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials not including manure or biosolids meeting the standards developed by the US Composting Council (USCC). The product shall be certified through the USCC Seal of Testing Assurance (STA) Program (a compost testing and information disclosure program).

**A. Compost Quality Analysis**

Before delivery of the soil, the supplier shall submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council's Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Evaluation of Composting and Compost (TMECC). The lab report shall verify:

- 1) Feedstock Materials shall be specified and include one or more of the following: landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
- 2) Organic Matter Content: 35% - 75% by dry wt.
- 3) Carbon and Nitrogen Ratio: C:N < 25:1 and C:N >15:1
- 4) Maturity/Stability: shall have a dark brown color and a soil- like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or rewetting is not acceptable. In addition any one of the following is required to indicate stability:

- a. Oxygen Test < 1.3 O<sub>2</sub> /unit TS /hr
  - b. Specific oxy. Test < 1.5 O<sub>2</sub> / unit BVS /
  - c. Respiration test < 8 C / unit VS / day
  - d. Dewar test < 20 Temp. rise (°C) e.
  - e. Solvita® > 5 Index value
- 5) Toxicity: any one of the following measures is sufficient to indicate non-toxicity.
- f. NH<sub>4</sub>- : NO<sub>3</sub>-N < 3
  - g. Ammonium < 500 ppm, dry basis
  - h. Seed Germination > 80 % of control
  - i. Plant Trials > 80% of control
  - j. e. Solvita® > 5 Index value
- 6) Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S, and B.
- k. Total Nitrogen content 0.9% or above preferred.
  - l. Boron: Total shall be <80 ppm; Soluble shall be <2.5 ppm
- 7) Salinity: Must be reported; < 6.0 mmhos/cm
- 8) pH shall be between 6.5 and 8. May vary with plant species.

**B. Compost for Bioretention Soil Texture**

Compost for Bioretention Soils shall be analyzed by an accredited lab using #200, 1/4 inch, 1/2 inch, and 1 inch sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	<i>Min</i>	<i>Max</i>
1 inch	99	100
1/2 inch	90	100
1/4 inch	40	90
No. 200	2	10

- C. Bulk density: shall be between 500 and 1100 dry lbs/cubic yard
- D. Moisture Content shall be between 30% - 55% of dry solids.
- E. Inerts: compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.
- F. Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.
- G. Select Pathogens: Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram.
- H. Trace Contaminants Metals (Lead, Mercury, Etc.) Product must meet US EPA, 40 CFR 503 regulations.
- I. Compost Testing

The compost supplier will test all compost products within 120 calendar days prior to application. Samples will be taken using the STA sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741 Phone: 631-737- 4931, www.compostingcouncil.org). The sample shall be sent to an independent STA Program approved lab. The compost supplier will pay for the test.

**19-12.02D Verification of Alternative Bioretention Soil Mixes**

Bioretention soils not meeting the above criteria may be evaluated on a case by case basis. Alternative bioretention soil must meet the following specification: “Soils for bioretention facilities must be sufficiently permeable to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and must provide sufficient retention of moisture and nutrients to support healthy vegetation.”

The following guidance is offered to assist municipalities with verifying that alternative soil mixes meet the specification:



## 20 LANDSCAPE

Replace section 20-2.14 with:

### 20-2.14 TEMPORARY IRRIGATION SYSTEMS

#### 20-2.14A General

##### 20-2.14A(1) Summary

Section 20-2.14 includes specifications for installing and removing temporary irrigation systems and transporting and applying water for irrigation.

Water is not available at the job site. Make arrangements for furnishing and transporting water to the job site.

##### 20-2.14A(2) Definitions

Not Used

##### 20-2.14A(3) Submittals

At least 30 days before installation, submit plans, drawings, manufacturer's data sheets and specifications for approval. Submittal must show the location, equipment, materials and methods used for constructing and anchoring the temporary irrigation system. Allow 15 days for the Engineer's review and approval.

Submit a seasonal watering plan and schedule for approval at least 10 days before use of the temporary irrigation system. Allow 5 days for the Engineer's review and approval.

##### 20-2.14A(4) Quality Assurance

Not Used

#### 20-2.14B Materials

Irrigation components and pipe must comply with section 20-2.

Irrigation supply line installed on grade must be UV resistant.

#### 20-2.14C Construction

Install the temporary irrigation system as shown on the authorized drawings and apply water. The system must not interfere with traffic or other construction activity.

Remove temporary irrigation system no more than 10 days before contract acceptance. If authorized, temporary irrigation system may remain in place.

Backfill holes, trenches and any ground displacement with topsoil under section 19-5. Compact sufficiently to eliminate air pockets. If topsoil is not in sufficient quantity, use imported topsoil under section 21-2.02C. Furnishing and placing imported topsoil is change order work.

#### 20-2.14D Payment

The Department does not pay for the relocation of temporary irrigation system during work progress.

^^















THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and \_\_\_\_\_, hereinafter called the "Contractor," WITNESSETH:

(1) THE WORK

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

LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667

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 2022, and the Standard Plans, dated 2022, including issued revision through NOVEMBER 8, 2023, of the State of California, Department of Transportation.

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

LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The required Payment and Performance bonds

(f) Federal Wage Rates

(g) Certificate of Insurance

(h) Form FHWA-1273

(i) 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) NonLobbying Certification For Federal-Aid Contracts
- (7) Disclosure of Lobbying Activities
- (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
- (9) Statement Concerning Employment Of Undocumented Aliens
- (10) Contractor's Certificate As To Workers' Compensation
- (11) List of Satisfied Public Agencies
- (12) Exhibit 15-G Construction Contract DBE Commitment
- (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
- (14) Exhibit 15-H DBE Information-Good Faith Efforts
- (15) 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:

## 4. FORM FHWA-1273 REQUIREMENTS

The required federal contract provisions applicable to this FHWA funded contract are included in the Agreement as Exhibit A.

## 5. FEDERAL WAGE DETERMINATIONS

The minimum federal wage determinations applicable to this contract are included in the Agreement as Exhibit B.

LAS LOMAS DRIVE  
BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667  
State Project No:ATPSBIL-5944(135)  
Federal Aid Project No: ATPSBIL-5944(135)

BID:

Item No.	Item Code	Description	Unit	Quantity	Unit cost	Amount
1	066064A	CONTRACTOR PUBLIC OUTREACH	LS	1		
2	070030	LEAD COMPLIANCE PLAN	LS	1		
3	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
4	120090	CONSTRUCTION AREA SIGNS	LS	1		
5	120100	TRAFFIC CONTROL SYSTEM	LS	1		
6	120120	TYPE III BARICADE	EA	4		
7	128651	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
8	130100	JOB SITE MANAGEMENT	LS	1		
9	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
10	130330	STORM WATER ANNUAL REPORT	EA	1		
11	130730	STREET SWEEPING	LS	1		
12	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	19		
13	130640	TEMPORARY FIBER ROLL	LF	2,090		
14	146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1		
15	170103	CLEARING AND GRUBBING	LS	1		
16	190101	ROADWAY EXCAVATION	CY	2,150		

BID CONTINUED;

Item No.	Item Code	Description	Unit	Quantity	Unit cost	Amount
17	198400A	BIORETENTION SOIL MEDIA	CY	250		
18	202006	SOIL AMENDMENT	CY	24		
19	202038	PACKET FERTILIZER	EA	1,880		
20	204035	PLANT (GROUP A)	EA	630		
21	204099	PLANT ESTABLISHMENT WORK (90 Days)	LS	1		
22	205035	WOOD MULCH	CY	82		
23	206300	TEMPORARY IRRIGATION SYSTEM	LS	1		
24	210300	HYDROMULCH	SQFT	3,320		
25	260203	CLASS 2 AGGREGATE BASE (CY)	CY	1,960		
26	390132	HOT MIX ASPHALT (TYPE A)	TON	1,300		
27	475011A	RETAINING WALL (GEOWALL MAX)	SQFT	2,250		
28	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	2		
29	510503A	MINOR CONCRETE (CHECK DAM)	EA	23		
30	510504A	OVERFLOW STRUCTURE AND BEEHIVE GRATE	EA	16		
31	600019	REMOVE RETAINING WALL (WOOD)	LF	88		
32	641101	12" PLASTIC PIPE	LF	840		
33	680285	4" PLASTIC PIPE UNDERDRAIN	LF	51		
34	682042	CLASS 2 PERMEABLE MATERIAL (BLANKET)	CY	170		
35	707117	36" PRECAST CONCRETE PIPE INLET	LF	3		
36	710136	REMOVE PIPE	LF	22		

BID CONTINUED;

Item No.	Item Code	Description	Unit	Quantity	Unit cost	Amount
37	710150	REMOVE INLET	EA	4		
38	710152	REMOVE HEADWALL	EA	1		
39	730020	MINOR CONCRETE (CURB) (CY)	CY	54		
40	730070	DETECTABLE WARNING SURFACE	SQFT	150		
41	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	150		
42	731516	MINOR CONCRETE (DRIVEWAY)	CY	74		
43	731521	MINOR CONCRETE (SIDEWALK)	CY	130		
44	731528A	MINOR CONCRETE (12" RETAINING CURB)	CY	14		
45	731529A	MINOR CONCRETE (UTILITY PAD)	CY	0		
46	780258	ADJUST MANHOLE TO GRADE	EA	11		
47	782120	RELOCATE MAILBOX	EA	32		
48	803020	REMOVE FENCE	LF	220		
49	803041A	REMOVE FENCE (DECORATIVE BRICK)	LF	86		
50	820250	REMOVE ROADSIDE SIGN	EA	3		
51	820840	ROADSIDE SIGN - ONE POST	EA	17		
52	833035A	METAIL RAILING	LF	464		
53	840505	6" THERMOPLASTIC TRAFFIC STRIPE	LF	4,610		
54	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	60		
55	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	580		
56	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	110		
57	870112	INDUCTIVE LOOP DETECTOR (LS)	LS	1		
58	999990	MOBILIZATION	LS	1		

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

**CONTRACTOR:**

\_\_\_\_\_  
(Name of Company)

By:

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

By:

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Its:

\_\_\_\_\_  
Title

Its:

\_\_\_\_\_  
Title

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

**COUNTY OF MONTEREY:**

AUDITOR-CONTROLLER

APPROVED AS TO FISCAL TERMS  
PROVISIONS

By:

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

Title: Director of Public Works, Facilities  
and Parks

Dated:

\_\_\_\_\_

By:

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date:

\_\_\_\_\_

OFFICE OF COUNTY COUNSEL-  
RISK MANAGEMENT

APPROVED AS TO FORM

OFFICE OF COUNTY COUNSEL-  
RISK MANAGEMENT

APPROVED AS TO INDEMNITY/  
INSURANCE PROVISIONS

By:

Name: Mary Grace Perry

Title: Deputy County Counsel

Date:

\_\_\_\_\_

By:

Name: Leslie J. Girard

Title: Risk Manager

Date:

\_\_\_\_\_

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

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

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

LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO 8667

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:

LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO 8667

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.)

## **APPENDIX II – EXHIBITS AND FORMS**



**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative

Link to Fillable Version: <chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c17/17o.pdf>

**Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors**

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract <a href="#">Acceptance</a> Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT    \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED</b>			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Acceptance Date** - Enter the date the contract was [accepted by the Local Agency](#).
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. [If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals.](#) The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.

**21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.

**22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.

**23. Phone** - Enter the area code and telephone number of the person signing the form.

**24. Date** - Enter the date the form is signed by the Local Agency Representative.

**Link to Fillable PDF Form:** <chrome-extension://efaidnbnmnibpcgplefindmkaj/https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c17/17f.pdf>

## FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

<b>U.S. DEPARTMENT OF TRANSPORTATION</b>												OMB NO. 2125-0019						
<b>FEDERAL HIGHWAY ADMINISTRATION</b>												Local Agency Contract No. _____						
<b>FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT</b>												Report For <b>JULY</b> _____ <b>200</b> __						
1. CHECK APPROPRIATE BLOCK  Contractor Subcontractor			2. NAME AND ADDRESS OF FIRM						3. FEDERAL-AID PROJECT NUMBER				4. TYPE OF CONSTRUCTION					
5. COUNTY AND STATE				6. PERCENT COMPLETE			7. BEGINNING CONSTR. DATE			8. DOLLAR AMOUNT OF CONTRACT			9. ESTIMATED PEAK EMPLOYMENT					
													Month and Year (a)		Number of Employees (b)			
<b>10. EMPLOYMENT DATA</b>																		
<b>Table A</b>										<b>Table B</b>								
JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic Origin		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (Managers)																		
SUPERVISORS																		
FOREMEN/WOMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
<b>TOTAL</b>																		
<b>Table C</b>																		
APPRENTICES																		
ON THE JOB TRAINEES																		
11. PREPARED BY: (Signature and Title of Contractor's Representative)														DATE				
12. REVIEWED BY: (Signature and Title of Local Agency Official)														DATE				
Distribution: Prepared by the Contractor and subcontractors and sent to the local agency (1) Original - Local agency project files (2) Copy - Caltrans District Local Assistance Engineer																		

Form FHWA-1391 (Rev. 3-92) **Electronic**

PREVIOUS EDITION ARE OBSOLETE

LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR  
COMPLETING FHWA 1391 FORM

The FHWA-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid Contract. The “Job Categories” column is used to identify work classification. When identifying work classification use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

**WHO MUST REPORT:**

Each prime Contractor and subcontractor, regardless of tier, who has a Federal-aid Contract exceeding \$10,000.

**REPORT DATA:**

Each Contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write “Not Applicable” across the form, sign, date and return.

**DUE DATE:**

Due on or before the 15<sup>th</sup> of August.

**DEFINITION OF TERMS:**

OFFICIALS (Managers): Officers, project engineers, superintendents, etc., who have management level responsibility and authority.

SUPERVISORS: All levels of project supervision, if any, between management and foremen levels.

FOREMEN/WOMEN: Men and women in direct charge of crafts workers and laborers performing work on the project.

MECHANICS: Equipment service and maintenance personnel.

LABORERS, SEMI-SKILLED: All laborers classified by specialized type of work.

LABORERS, UNSKILLED: All Non-classified laborers.

OTHERS: Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

**BLOCK ENTRIES**

- (1) CHECK APPROPRIATE BLOCK – Check only one (1) box.
- (2) NAME AND ADDRESS OF FIRM – Enter the firm’s name, street address, city, town, state and zip code. Do not abbreviate.
- (3) FEDERAL-AID PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the Contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime Contractor).
- (4) TYPE OF CONSTRUCTION – Enter type of work associated with the Contract number. (If you are a subcontractor and do not know the type of construction, contact the prime Contractor).
- (5) COUNTY AND STATE – Enter all county(ies) and state(s) associated with the Contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime Contractor).
- (6) PERCENT COMPLETE – Enter percentage completed, based on the dollar amount of the Contract completed.
- (7) BEGINNING CONSTR. DATE – Enter date construction began.
- (8) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of Contract, including amended amounts.
- (9) ESTIMATED PEAK EMPLOYMENT –
  - (a) Month and Year – Enter month and year of peak employment during the life cycle of the Contract.
  - (b) Number of Employees – Enter number of employees, based on the peak employment during the life of the Contract.
- (10) EMPLOYMENT DATA –
  - (Table A) – Enter number of employee(s) based on race, gender and job category during the reporting period.
  - (Table B) – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.
  - (Table C) – Enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.
- (11) PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
- (12) REVIEWED BY – Signature and Title of Local Agency Official reviewing data.

***Note: Include Contract number in the block located at the top of the form.***

Distribution: Prepared by the Contractor and subcontractors and sent to the local agency. (1) Original – Local agency project files (2) Copy – Caltrans Local Assistance District Engineer.

FORM FHWA-1022



# NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

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

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

Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

Shall be fined under this title or imprisoned not more than five years, or both.”

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

State Transportation Agency	U.S. Department of Transportation  Hotline for Fraud, Waste, & Abuse <b>1-800-424-9071</b>	Federal Highway Administration Division Administrator
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FHWA Form-1022 (Revised May2015)

EXHIBIT A – ANTI-LOBBYING CLAUSE CERTIFICATION FOR SOLICITATION –  
CONTRACTS OVER \$100,000, FILED WITH COUNTY BY CONTRACTOR

**1.1. Anti-Lobbying Clause Certification for Solicitation:**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the **undersigned shall complete and submit Standard Form-LLL**, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR’s Authorized Official

\_\_\_\_\_  
Name and Title of CONTRACTOR’s Authorized Official

**Standard Form LLL:** <https://www.hudexchange.info/resources/documents/HUD-Form-Sfill.pdf>

# Attachment C

**COUNTY OF MONTEREY**

**PUBLIC WORKS, FACILITIES, AND PARKS**

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



**BOOK TWO**

**BID FORM**

**LAS LOMAS DRIVE  
BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667  
FEDERAL AID PROJECT NO: ATPL-5944 (135)**

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS P.O. BOX** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**BUSINESS STREET ADDRESS** \_\_\_\_\_

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

**CITY, STATE, ZIP** \_\_\_\_\_

**TELEPHONE NO:**      **AREA CODE (    )** \_\_\_\_\_

**FAX NO:**              **AREA CODE (    )** \_\_\_\_\_

**CONTRACTOR LICENSE NO.** \_\_\_\_\_

APPROVED AS TO FORM:  
DocuSigned by:  
*Mary Grace Perry* 5/3/2024 | 3:08 PM PDT  
C83342707AC541A  
**MARY GRACE PERRY**  
Deputy County Counsel

**BID/PROPOSAL**

**LAS LOMAS DRIVE  
BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667  
FEDERAL AID PROJECT NO: ATPL-5944 (135)**

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**BID FORM**

**LAS LOMAS DRIVE  
BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667  
FEDERAL AID PROJECT NO: ATPL-5944 (135)**

TO: COUNTY OF MONTEREY BOARD OF SUPERVISORS  
Government Center  
168 W. Alisal Street, 1<sup>st</sup> Floor, Room 1032  
Salinas, California 93901-2683

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

**LAS LOMAS DRIVE  
BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667  
FEDERAL AID PROJECT NO: ATPL-5944 (135)**

Item No.	Item Code	Description	Unit	Quantity	Unit cost	Amount
1	066064A	CONTRACTOR PUBLIC OUTREACH	LS	1		
2	070030	LEAD COMPLIANCE PLAN	LS	1		
3	080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
4	120090	CONSTRUCTION AREA SIGNS	LS	1		
5	120100	TRAFFIC CONTROL SYSTEM	LS	1		
6	120120	TYPE III BARICADE	EA	4		
7	128651	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
8	130100	JOB SITE MANAGEMENT	LS	1		
9	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
10	130330	STORM WATER ANNUAL REPORT	EA	1		
11	130730	STREET SWEEPING	LS	1		
12	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	19		
13	130640	TEMPORARY FIBER ROLL	LF	2,090		
14	146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1		
15	170103	CLEARING AND GRUBBING	LS	1		
16	190101	ROADWAY EXCAVATION	CY	2,150		

BID CONTINUED;

Item No.	Item Code	Description	Unit	Quantity	Unit cost	Amount
17	198400A	BIORETENTION SOIL MEDIA	CY	250		
18	202006	SOIL AMENDMENT	CY	24		
19	202038	PACKET FERTILIZER	EA	1,880		
20	204035	PLANT (GROUP A)	EA	630		
21	204099	PLANT ESTABLISHMENT WORK (90 Days)	LS	1		
22	205035	WOOD MULCH	CY	82		
23	206300	TEMPORARY IRRIGATION SYSTEM	LS	1		
24	210300	HYDROMULCH	SQFT	3,320		
25	260203	CLASS 2 AGGREGATE BASE (CY)	CY	1,960		
26	390132	HOT MIX ASPHALT (TYPE A)	TON	1,300		
27	475011A	RETAINING WALL (GEOWALL MAX)	SQFT	2,250		
28	510094	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	2		
29	510503A	MINOR CONCRETE (CHECK DAM)	EA	23		
30	510504A	OVERFLOW STRUCTURE AND BEEHIVE GRATE	EA	16		
31	600019	REMOVE RETAINING WALL (WOOD)	LF	88		
32	641101	12" PLASTIC PIPE	LF	840		
33	680285	4" PLASTIC PIPE UNDERDRAIN	LF	51		
34	682042	CLASS 2 PERMEABLE MATERIAL (BLANKET)	CY	170		
35	707117	36" PRECAST CONCRETE PIPE INLET	LF	3		
36	710136	REMOVE PIPE	LF	22		

BID CONTINUED;

LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667

Item No.	Item Code	Description	Unit	Quantity	Unit cost	Amount
37	710150	REMOVE INLET	EA	4		
38	710152	REMOVE HEADWALL	EA	1		
39	730020	MINOR CONCRETE (CURB) (CY)	CY	54		
40	730070	DETECTABLE WARNING SURFACE	SQFT	150		
41	731504	MINOR CONCRETE (CURB AND GUTTER)	CY	150		
42	731516	MINOR CONCRETE (DRIVEWAY)	CY	74		
43	731521	MINOR CONCRETE (SIDEWALK)	CY	130		
44	731528A	MINOR CONCRETE (12" RETAINING CURB)	CY	14		
45	731529A	MINOR CONCRETE (UTILITY PAD)	CY	0		
46	780258	ADJUST MANHOLE TO GRADE	EA	11		
47	782120	RELOCATE MAILBOX	EA	32		
48	803020	REMOVE FENCE	LF	220		
49	803041A	REMOVE FENCE (DECORATIVE BRICK)	LF	86		
50	820250	REMOVE ROADSIDE SIGN	EA	3		
51	820840	ROADSIDE SIGN - ONE POST	EA	17		
52	833035A	METAIL RAILING	LF	464		
53	840505	6" THERMOPLASTIC TRAFFIC STRIPE	LF	4,610		
54	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	60		
55	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	580		
56	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	110		
57	870112	INDUCTIVE LOOP DETECTOR (LS)	LS	1		

58	999990	MOBILIZATION	LS	1		
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BID CONTINUED:

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

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

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

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

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

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

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

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

treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.
6. Attached hereto are the following:
  - (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code
    - Section 10285.1 Statement
    - Section 10162 Questionnaire
    - Section 10232 Statement
  - (4) Noncollusion Declaration
  - (5) Debarment and Suspension Certification
  - (6) NonLobbying Certification For Federal-Aid Contracts
  - (7) Disclosure of Lobbying Activities
  - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
  - (9) Statement Concerning Employment of Undocumented Aliens
  - (10) Contractor's Certificate as to Workers' Compensation
  - (11) List of Satisfied Public Agencies
  - (12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
  - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
  - (14) Exhibit 15-H DBE Information-Good Faith Efforts
  - (15) Bidder's Bond
7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a Contract in the form set forth in the Contract documents on which this bid is based, (b) a payment bond for public works and facilities, as required by the Contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the Contract documents.

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

8. Notice of acceptance and any requests for additional information should be addressed to

LAS LOMAS DRIVE BICYCLE LANE AND PEDESTRIAN PROJECT  
PROJECT NO. 8667

the undersigned at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Classification: \_\_\_\_\_

License number: \_\_\_\_\_

Expiration date: \_\_\_\_\_

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

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

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

(a) As used in this section:

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

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

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

interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

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

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Business Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**LIST OF SUBCONTRACTORS**

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

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

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

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

\_\_\_\_\_  
Bidder's business name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

By: \_\_\_\_\_  
 (Bidder's Company Name)

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

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

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

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

**PUBLIC CONTRACT CODE**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

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

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**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

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

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

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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**DEBARMENT AND SUSPENSION CERTIFICATION**

Title 2, Code of Federal Regulations, Part 180

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

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

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

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

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

**NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b>  <input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  <input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b>  <input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p align="right"><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b>   <input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                  Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p align="center">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="center">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>                  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply)</b>                   \$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b>  <input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
<p><b>Federal Use Only:</b></p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL</p>

Standard Form LLL Rev. 09-12-9

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and Contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the Contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

**STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS**  
(Public Contract Code Section 6101)

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

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

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

Labor Code Section 3700 provides, in relevant part:

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

Labor Code Section 3700 provides, in relevant part:

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

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

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

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

**LAPM EXHIBIT 12-B  
BIDDER'S LIST**

In accordance with 49 CFR 26.11 the bidder shall list itself and all subcontractors (both DBE and non-DBE) who provided a quote or bid on the project regardless of whether the firm was selected by the bidder to participate as a subcontractor.

Firm Name/ Address/ City, State, ZIP	Age of Firm (years)	Annual Gross Receipts	Certified DBE?
<i>Prime Contractor Name</i>		<input type="checkbox"/> < \$1 million	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million	<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million	<i>If YES list DBE ID #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	
<i>Subcontractor Name</i>		<input type="checkbox"/> < \$1 million	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million	<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million	<i>If YES list DBE ID #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	
<i>Subcontractor Name</i>		<input type="checkbox"/> < \$1 million	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million	<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million	<i>If YES list DBE ID #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	
<i>Subcontractor Name</i>		<input type="checkbox"/> < \$1 million	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million	<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million	<i>If YES list DBE ID #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	
<i>Subcontractor Name</i>		<input type="checkbox"/> < \$1 million	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million	<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million	<i>If YES list DBE ID #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	
<i>Subcontractor Name</i>		<input type="checkbox"/> < \$1 million	<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million	<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million	<i>If YES list DBE ID #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	

**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency: County of Monterey 2. Contract DBE Goal: 19%  
 3. Project Description: Las Lomas Drive Bicycle Lane and Pedestrian Project  
 4. Project Location: Las Lomas Drive Between Hall Road and Thomas Road  
 5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Bid Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

<b>Local Agency to Complete this Section upon Execution of Award</b>		<b>16. TOTAL CLAIMED DBE PARTICIPATION</b>		<b>\$ 0.00</b>
22. Local Agency Contract Number:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		%
23. Federal-Aid Project Number:	ATPL-5944 (135)			
24. Bid Opening Date:				
25. Contract Award Date:				
26. Award Amount:		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date	
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone	
31. Local Agency Representative's Title		21. Preparer's Title		

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.

## INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

### CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **NAICS or Work Category Codes** - Enter [NAICS or Work Category Codes from the California Unified Certification Program database](#).
13. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

### LOCAL AGENCY SECTION

22. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
23. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
24. **Bid Opening Date** - Enter the date contract bids were opened.
25. **Contract Award Date** - Enter the date the contract was executed.
26. **Award Amount** – Enter the contract award amount as stated in the executed contract.
27. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**EXHIBIT 15-H PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Federal-aid Project No(s). ATPSBIL-5944(135) Bid Opening Date: \_\_\_\_\_  
CON

The COUNTY OF MONTEREY established a Disadvantaged Business Enterprise (DBE) goal of **19%** for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications Advertisement	Dates of

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
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D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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**BIDDER'S BOND**

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

**Las Lomas Drive Bicycle Lane and Pedestrian Project, Project Number No. 8667** (exact description as on bid); and

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

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

NOW, THEREFORE, we \_\_\_\_\_, PRINCIPAL, and \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

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

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

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

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

(Corporate Seal)

\_\_\_\_\_

Principal

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_

Surety

By \_\_\_\_\_

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

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

# Attachment D

Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

### PURCHASE AGREEMENT

This Purchase and Sale Agreement (“AGREEMENT”) is made and entered into as of 3-14-2024 (“Effective Date”) by Jorge Montañez, Trustee of the Jorge Montañez Trust, (“GRANTOR”) and the County of Monterey, a political subdivision of the State of California (“GRANTEE”), collectively referred as the “PARTIES”.

A Temporary Construction Easement (TCE) Deed in favor of GRANTEE identified as “Exhibit A” and “Exhibit B”, is attached hereto and made a part hereof.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The PARTIES have herein set forth the whole of the AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  - (B) GRANTEE requires said property described in the attached TCE Deed, for the construction of bike lanes, sidewalks and a retaining wall within the existing Las Lomas Drive right-of-way between the intersections of Hall Road and Thomas Road, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
  - (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both PARTIES in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
  - (D) The PARTIES to this AGREEMENT shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
  - (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this AGREEMENT.
2. GRANTEE shall:
    - (A) Pay the undersigned GRANTOR the sum of \$9,500 (NINE THOUSAND FIVE HUNDRED DOLLARS) for the property or interest conveyed by the above.
    - (B) Shall take title subject to all matters recorded and/or unrecorded.

Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

(C) Handle transaction through an internal escrow.

These obligations shall survive the close of escrow in this transaction.

(D) At no expense to GRANTOR and at the time of construction, GRANTEE shall repair or replace "in like kind" any onsite improvements located within the TCE area. If disturbed by project construction; remove existing fencing and install chain-link fencing along the top of the retaining wall; and re-contour/restore the shared access road and driveway.

3. Permission is hereby granted to GRANTEE or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in this AGREEMENT said facilities will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
4. It is understood and agreed by and between the PARTIES hereto that if the redwood fence is damaged by construction, it will be replaced in-like kind by Construction Contract Work. If the fence is not damaged by construction, then the GRANTEE will not replace it. The sheds located in the TCE area will be protected in place and will not be impacted by the project.
5. In consideration of GRANTEE waiving the defects and imperfections in all matters of record title, the undersigned GRANTOR covenants and agrees to indemnify and hold the GRANTEE harmless from any and all claims that other parties may make or assert on the title to the premises. The GRANTOR's obligation herein to indemnify the GRANTEE shall not exceed the amount paid to the GRANTOR under this contract.
6. A TCE is needed to facilitate construction activities and provide a working area for the Las Lomas Drive Bicycle Lane and Pedestrian Project. Said easement shall be for a period of two (2) years beginning on March 1, 2024, and terminate on February 28, 2026, for the construction of bike lanes, sidewalks and a retaining wall within the Las Lomas Drive existing right-of-way between the intersections of Hall Road and Thomas Road. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a TCE for the purpose described.

It is further agreed and understood between GRANTOR's and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of described in 2(D), removing and/or replacing any driveway improvements requiring replacement if applicable. Said improvements will be replaced "in like kind" by GRANTEE's contractor at no expense to GRANTOR's following construction of the project.

7. Permission is hereby granted the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within the certain area shown outlined on the map marked Exhibit "A attached hereto and made a part hereof, for the purpose of the Las Lomas Drive Bicycle Lane and Pedestrian Project.

Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

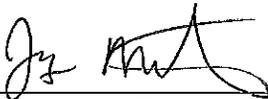
8. The undersigned GRANTORS warrant that they are owners in fee simple of the property affected by this Temporary Easement as described in Clause 6 above and that they have the exclusive right to grant this TCE.
9. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE's operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of its operations under this AGREEMENT and the GRANTEE will, at its option, either repair or pay for such damage.
10. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the GRANTEE, including the right to remove and dispose of improvements, shall commence upon acceptance of this AGREEMENT. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
11. All work done under this AGREEMENT shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good as condition as found.
12. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by GRANTEE including the right to remove and dispose of improvements, shall commence on acceptance of this contract. by GRANTEE. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
13. It is understood and agreed by and between the PARTIES hereto that this AGREEMENT inures to the benefit of, and is binding on, the PARTIES, their respective heirs, personal representatives, successors, and or assignees.

*Signature Page to Follow*

Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

*In Witness Whereof*, the PARTIES vested have executed this AGREEMENT on 3-14-2024 as follows:

GRANTOR: Jorge Montañez, Trustee of the Jorge Montañez Trust

By:   
Jorge Montañez, Trustee

GRANTEE: County of Monterey, a political subdivision of the State of California

**Approved as to Form**

By: \_\_\_\_\_  
Randell Ishii, Director of Public Works,  
Facilities and Parks

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

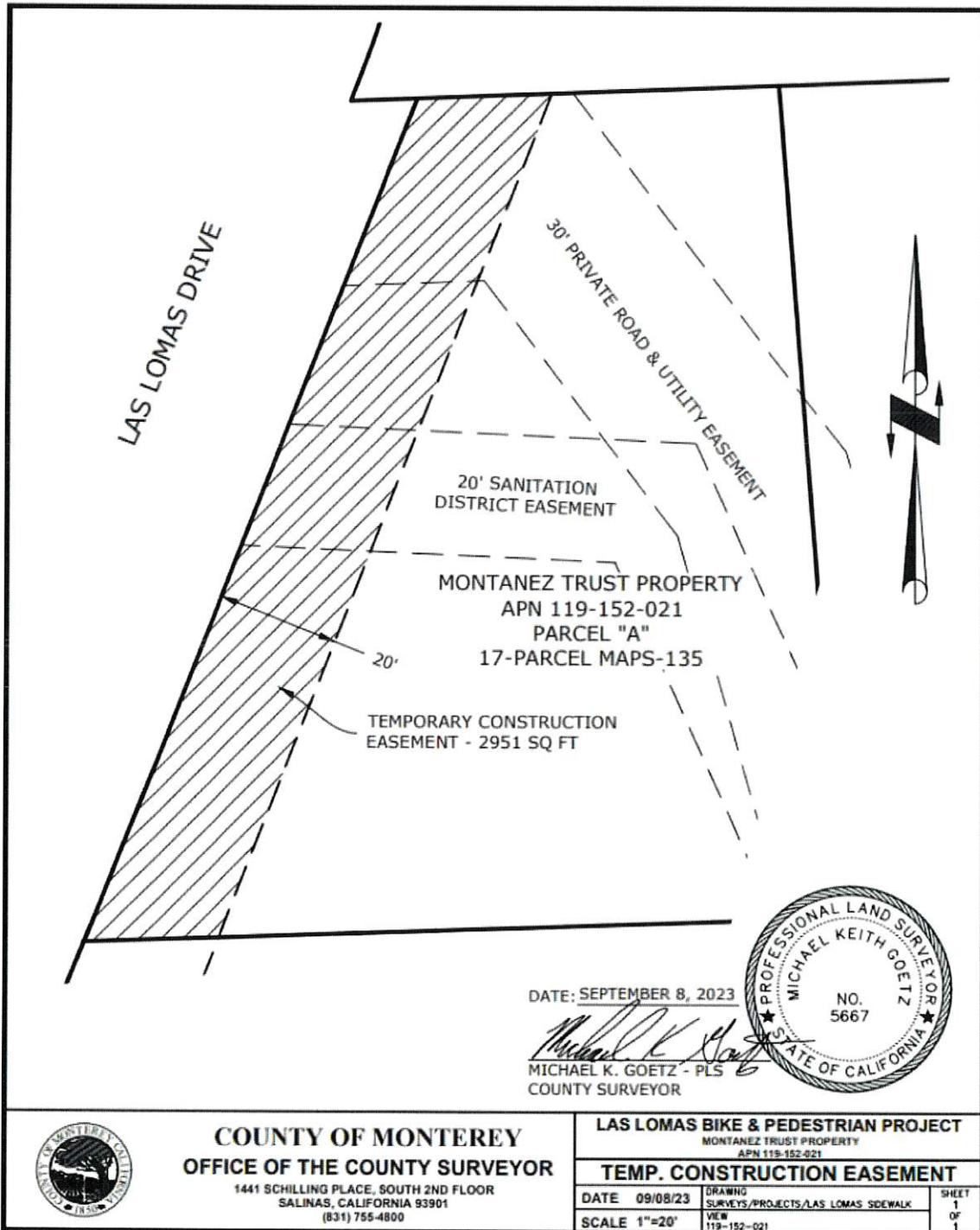
Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "A"

Pending Legal Description

Assessor Parcel #	Owner	Site Address	Project
119-152-021	Jorge Montañez, Trustee of the Jorge Montañez Trust	32 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "B"



**COUNTY OF MONTEREY**  
**OFFICE OF THE COUNTY SURVEYOR**  
 1441 SCHILLING PLACE, SOUTH 2ND FLOOR  
 SALINAS, CALIFORNIA 93901  
 (831) 755-4800

**LAS LOMAS BIKE & PEDESTRIAN PROJECT**  
 MONTANEZ TRUST PROPERTY  
 APN 119-152-021

**TEMP. CONSTRUCTION EASEMENT**

DATE	09/08/23	DRAWING	SURVEYS/PROJECTS/LAS LOMAS SDEWALK	SHEET	1
SCALE	1"=20'	VIEW	119-152-021	OF	1

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate proper ty	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

**PURCHASE AGREEMENT**

This Purchase and Sale Agreement (“AGREEMENT”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by Cesar R. Anguiano, a married man as his sole and separate property, (“GRANTOR”) and the County of Monterey, a political subdivision of the State of California (“GRANTEE”), collectively referred as the “PARTIES”.

A Temporary Construction Easement (TCE) Deed in favor of GRANTEE identified as “Exhibit A” and “Exhibit B”, is attached hereto and made a part hereof.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The PARTIES have herein set forth the whole of the AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  - (B) GRANTEE requires said property described in the attached TCE Deed, for the construction of bike lanes, sidewalks and a retaining wall within the existing Las Lomas Drive right-of-way between the intersections of Hall Road and Thomas Road, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
  - (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
  - (D) The parties to this AGREEMENT shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
  - (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this AGREEMENT.
2. GRANTEE shall:
    - (A) Pay the undersigned GRANTOR the sum of \$5,400 (FIVE THOUSAND FOUR HUNDRED DOLLARS) for the property or interest conveyed by the above.
    - (B) Shall take title subject to all matters recorded and/or unrecorded.

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate proper ty	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

(C) This transaction will be handled through an internal escrow.

These obligations shall survive the close of escrow in this transaction.

- (D) At no expense to GRANTOR and at the time of construction, GRANTEE shall repair or replace “in like kind” any onsite improvements located within the TCE area. If disturbed by the project construction, remove existing fence and re-install 6’ high chain-link fencing along the top of the retaining wall, re-contour/restore the impacted portion of the driveway.
3. Permission is hereby granted to GRANTEE or its authorized agent to enter on GRANTOR’s land, where necessary, to complete work as described in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in this AGREEMENT said facilities will be considered as GRANTOR’s sole property and GRANTOR will be responsible for any maintenance and repair.
  4. In consideration of GRANTEE waiving the defects and imperfections in all matters of record title, the undersigned GRANTOR covenants and agrees to indemnify and hold the GRANTEE harmless from any and all claims that other parties may make or assert on the title to the premises. The GRANTOR’s obligation herein to indemnify the GRANTEE shall not exceed the amount paid to the GRANTOR under this contract.
  5. A TCE is needed to facilitate construction activities and provide a working area for the Las Lomas Drive Bicycle Lane and Pedestrian Project. Said easement shall be for a period of two (2) years beginning on March 1, 2024, and terminate on February 28, 2026, for the construction of bike lanes, sidewalks and a retaining wall within the Las Lomas Drive existing right-of-way between the intersections of Hall Road and Thomas Road. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR’s land where necessary within that certain area identified as a TCE for the purpose described.

It is further agreed and understood between GRANTOR’s and GRANTEE that GRANTEE or GRANTEE’s contractor shall be authorized to enter GRANTOR’s remainder property for the purpose of described in 2(D), removing and/or replacing any driveway improvements requiring replacement if applicable. Said improvements will be replaced in “Like Kind” by GRANTEE’s contractor at no expense to GRANTOR’s following construction of the project.

6. Permission is hereby granted the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within the certain area shown outlined on the map marked Exhibit "A attached hereto and made a part hereof, for the purpose of the Las Lomas Drive Bicycle Lane and Pedestrian Project.
7. The undersigned GRANTORS warrant that they are owners in fee simple of the property affected by this TCE as described in Clause 5 above and that they have the exclusive right to grant this TCE.

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate proper ty	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

8. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided prior to the close of escrow.
9. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE's operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of its operations under this AGREEMENT and the GRANTEE will, at its option, either repair or pay for such damage.
10. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the GRANTEE, including the right to remove and dispose of improvements, shall commence upon acceptance of this AGREEMENT. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
11. All work done under this AGREEMENT shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good as condition as found.
12. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by GRANTEE including the right to remove and dispose of improvements, shall commence on acceptance of this contract. by GRANTEE. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
13. It is understood and agreed by and between the PARTIES hereto that this AGREEMENT inures to the benefit of, and is binding on, the PARTIES, their respective heirs, personal representatives, successors, and or assignees.

*Signature Page to Follow*

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate proper ty	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

*In Witness Whereof*, the PARTIES vested have executed this AGREEMENT on \_\_\_\_\_ as follows:

GRANTOR: Cesar R. Anguiano, a married man as his sole and separate property

By:   
Cesar R. Anguiano

GRANTEE: County of Monterey, a political subdivision of the State of California

**Approved as to Form**

By: \_\_\_\_\_  
Randell Ishii, Director of Public Works,  
Facilities and Parks

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

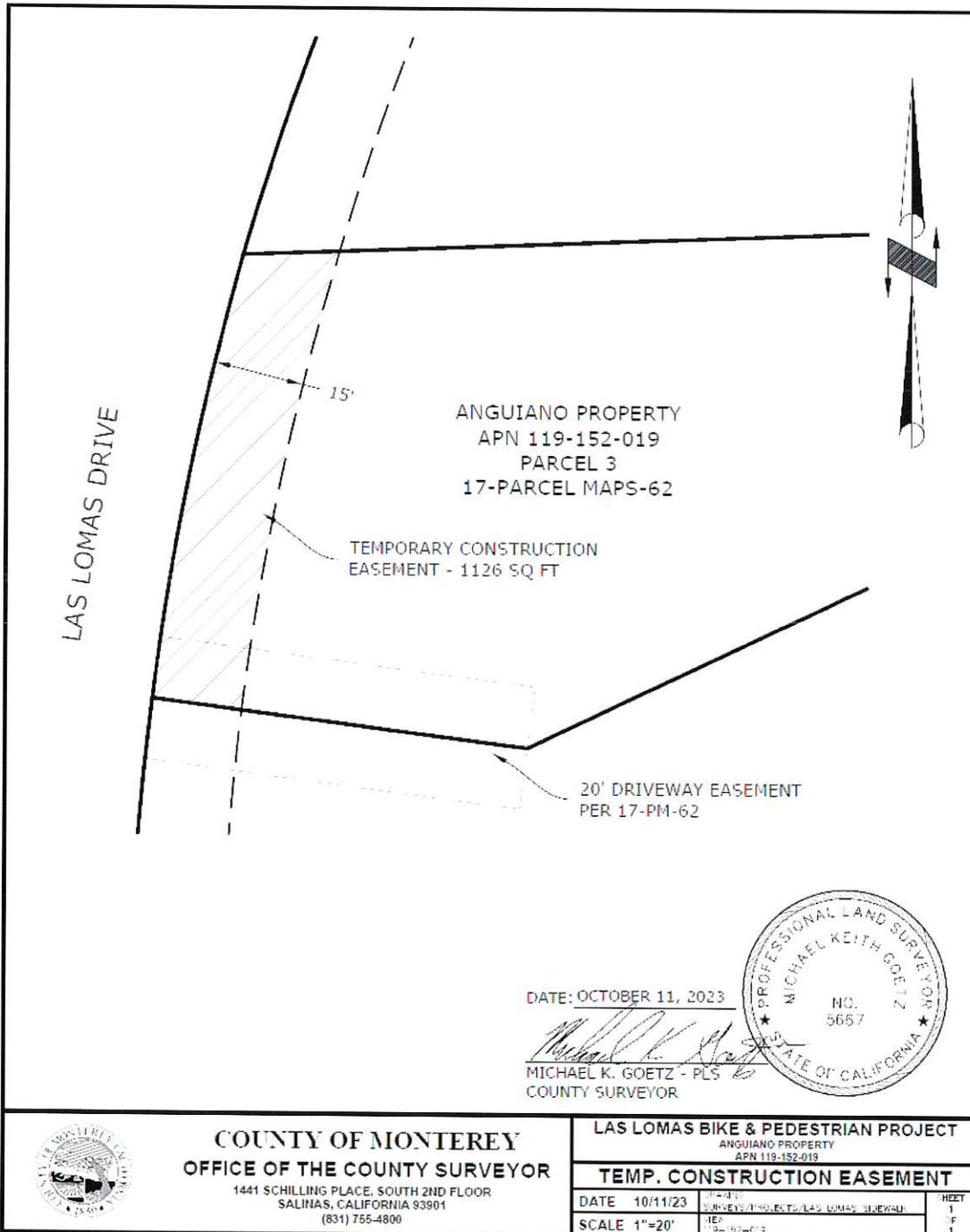
Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate property	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "A"

Pending Legal Description

Assessor Parcel #	Owner	Site Address	Project
119-152-019	Cesar R. Anguiano, a married man as his sole and separate property	12 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "B"



Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

### PURCHASE AGREEMENT

This Purchase and Sale Agreement (“AGREEMENT”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants, (“GRANTOR”) and the County of Monterey, a political subdivision of the State of California (“GRANTEE”), collectively referred as the “PARTIES”.

A Temporary Construction Easement (TCE) Deed in favor of GRANTEE identified as “Exhibit A” and “Exhibit B”, is attached hereto and made a part hereof.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The PARTIES have herein set forth the whole of the AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  - (B) GRANTEE requires said property described in the attached TCE Deed, for the construction of bike lanes, sidewalks and a retaining wall within the existing Las Lomas Drive right-of-way between the intersections of Hall Road and Thomas Road, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
  - (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
  - (D) The PARTIES to this AGREEMENT shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
  - (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this AGREEMENT.
2. GRANTEE shall:
    - (A) Pay the undersigned GRANTOR the sum of \$4,900 (FOUR THOUSAND NINE HUNDRED DOLLARS) for the property or interest conveyed by the above.
    - (B) Take title subject to all matters recorded and/or unrecorded.

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

(C) Handle transaction through an internal escrow.

These obligations shall survive the close of escrow in this transaction.

- (D) Repair or replace "in like kind" any onsite improvements located within the TCE area at no expense to GRANTORS and at the time of construction. If disturbed by project construction, remove existing fencing and re-install 6' high chain-link fencing along the top of the retaining wall, re-contour/restore the impacted portion of the driveway; and relocate the mailbox and replace the retaining wall that is currently within the existing right of way.
3. Permission is hereby granted to GRANTEE or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in this AGREEMENT said facilities will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
  4. In consideration of GRANTEE waiving the defects and imperfections in all matters of record title, the undersigned GRANTOR covenants and agrees to indemnify and hold the GRANTEE harmless from any and all claims that other parties may make or assert on the title to the premises. The GRANTOR's obligation herein to indemnify the GRANTEE shall not exceed the amount paid to the GRANTOR under this contract.
  5. A TCE is needed to facilitate construction activities and provide a working area for the Las Lomas Drive Bicycle Lane and Pedestrian Project. Said easement shall be for a period of two (2) years beginning on February 1, 2024, and terminating on January 31, 2026, for the construction of bike lanes, sidewalks and a retaining wall within the Las Lomas Drive existing right-of-way between the intersections of Hall Road and Thomas Road. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a TCE for the purpose described.  
  
It is further agreed and understood between GRANTOR and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of described in 2(D), removing and/or replacing any driveway improvements requiring replacement if applicable. Said improvements will be replaced "in like kind" by GRANTEE's contractor at no expense to GRANTOR's following construction of the project.
  6. Permission is hereby granted the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within the certain area shown outlined on the map marked Exhibit "A attached hereto and made a part hereof, for the purpose of the Las Lomas Drive Bicycle Lane and Pedestrian Project.
  7. The undersigned GRANTOR warrants that they are owners in fee simple of the property affected by this TCE as described in Clause 5 above and that they have the exclusive right to grant this TCE.

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

8. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided prior to the close of escrow.
9. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE's operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of its operations under this AGREEMENT and the GRANTEE will, at its option, either repair or pay for such damage.
10. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the GRANTEE, including the right to remove and dispose of improvements, shall commence upon acceptance of this AGREEMENT. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
11. All work done under this AGREEMENT shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good as condition as found.
12. It is agreed and confirmed by the PARTIES hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by GRANTEE including the right to remove and dispose of improvements, shall commence on acceptance of this contract. by GRANTEE. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
13. It is understood and agreed by and between the PARTIES hereto that this AGREEMENT inures to the benefit of, and is binding on, the PARTIES, their respective heirs, personal representatives, successors, and or assignees.

*Signature Page to Follow*

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

In Witness Whereof, the PARTIES vested have executed this AGREEMENT on Feb 06, 2024 as follows:

GRANTOR: Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants

By: Hugo Vences  
Hugo Vences

By: Maria G. Vences  
Maria G. Vences

GRANTEE: County of Monterey, a political subdivision of the State of California

**Approved as to Form**

By: \_\_\_\_\_  
Randell Ishii, Director of Public Works,  
Facilities and Parks

By: \_\_\_\_\_  
Mary Grace Perry,  
Deputy County Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

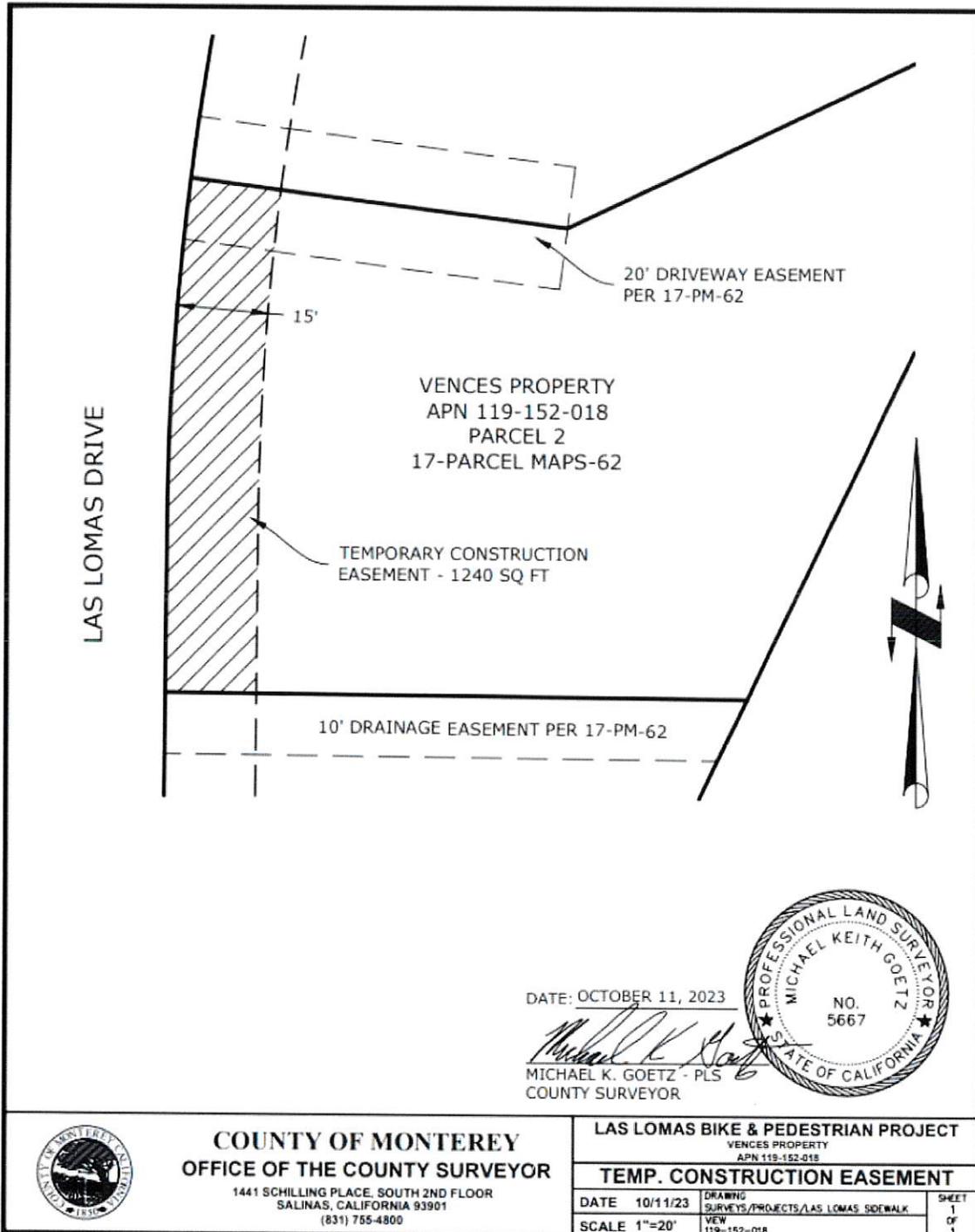
Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "A"

Pending Legal Description

Assessor Parcel #	Owner	Site Address	Project
119-152-018	Hugo Vences and Maria G. Vences, Husband and Wife, as Joint Tenants	10 Las Lomas Drive, Royal Oaks, California	Las Lomas Drive Bicycle Lane and Pedestrian Project

Exhibit "B"





# County of Monterey

**Item No.**

## Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: 24-348**

**May 21, 2024**

**Introduced:** 5/8/2024

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Adopt Plans and Special Provisions for the Las Lomas Drive Bicycle Lane and Pedestrian Project, Project No. 8667 (the Project);
- b. Authorize the Director of Public Works, Facilities and Parks to advertise the “Notice to Bidders” in the Monterey County Weekly.
- c. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (1,240 square feet) between County of Monterey and Vences Property (APN 119-152-018 in the amount of \$4,900, for construction of the Project;
- d. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (1,126 square feet) between County of Monterey and Anguiano Property (APN 119-152-019 in the amount of \$5,400, for Construction of the Project;
- e. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (2,951 square feet) between County of Monterey and Montanez Property (APN 119-152-021 in the amount of \$9,500, for Construction of the Project;
- e. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the Agreement for Purchase of Real Property to purchase the aforementioned temporary construction easements; and
- f. Authorize the Director of Public Works, Facilities and Parks or their designee to accept the temporary construction easements and execute the Certificates of Acceptance and Consent to Recordation.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Adopt Plans and Special Provisions for the Las Lomas Drive Bicycle Lane and Pedestrian Project, Project No. 8667 (the Project);
- b. Authorize the Director of Public Works, Facilities and Parks to advertise the “Notice to Bidders” in the Monterey County Weekly.
- c. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (1,240 square feet) between County of Monterey and Vences Property (APN 119-152-018 in the amount of \$4,900, for construction of the Project;
- d. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (1,126 square feet) between County of Monterey and Anguiano Property (APN 119-152-019 in the amount of \$5,400, for Construction of the Project;
- e. Approve an Agreement for Purchase of Real Property to purchase a temporary construction easement (2,951 square feet) between County of Monterey and Montanez Property (APN 119-152-021 in the amount of \$9,500, for Construction of the Project;
- e. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the

Agreement for Purchase of Real Property to purchase the aforementioned temporary construction easements; and

f. Authorize the Director of Public Works, Facilities and Parks or their designee to accept the temporary construction easements and execute the Certificates of Acceptance and Consent to Recordation.

**SUMMARY:**

Adopting the Plans and Special Provisions and authorizing the Public Works, Facilities and Parks Department (PWFP) to advertise the Las Lomas Drive Bicycle Lane and Pedestrian Project, Project No. 8667 (the Project), will allow the PWFP to solicit construction bids and proceed with the construction phase of the Project. PWFP will return to the Board after opening bids and determining the lowest responsible bidder to award the Project.

Approval of the Agreements for Purchase of Real Property will complete three (3) purchases of temporary construction easements (TCEs) and thus allow construction of the Project to proceed.

**DISCUSSION:**

The Las Lomas Drive Bicycle Lane and Pedestrian Project (the Project) is located as shown in Attachment A and consists of road widening, driveway reconstruction, and installation of new curbs, gutters, sidewalks, Class II bike lanes, a retaining wall, and stormwater treatment facilities on Las Lomas Drive between Hall Road and Thomas Road in north Monterey County.

On June 6, 2023, the Board of Supervisors authorized staff to advertise for bids to construct the project, and on July 13, 2023, the County opened sealed bids for the Project. Only two qualified contractors submitted responsive bids. The apparent low bid, at \$4,574,513.90, exceeded the engineer's estimate of \$3,039,586 by approximately \$1.5 million or 50 percent. On September 26, 2023, the Board of Supervisors approved staff's recommendation to reject all bids and reevaluate the plans, specifications and cost estimate and implement minor modifications to the contract documents as necessary to receive lower bids. In this regard, the original soldier pile retaining wall was replaced with a Keystone®-type retaining wall. The updated engineer's estimate is \$3,388,953. To construct the retaining wall more efficiently, a total of three (3) TCEs across adjacent properties were obtained. The bid opening is set for June 13, 2024, at 2:00 p.m., in the Board of Supervisors Chambers, County Administration Building, Government Center, 168 W. Alisal Street, First Floor, Salinas, California. Project construction is scheduled to begin in July 2024.

County right of way consultant Bender Rosenthal, Inc. performed appraisals for each of the TCEs for compensatory value and offers were presented to the affected property owners. The appraisals indicated that the valuation for just compensation due, as of October 12, 2023, was as follows:

- \$4,900 for the property owned by Vences;
- \$5,400 for the property owned by Anguiano; and
- \$9,500 for the property owned by Montanez Trust Property.

Las Lomas is located in the Coastal Zone so the Project requires a discretionary permit. In compliance with the California Environmental Quality Act (CEQA), the County of Monterey Planning Commission adopted a Subsequent Mitigated Negative Declaration (MND) and approved a Combined Development Permit (RMA-Planning File No. PLN140903) on January 14, 2015.

An extension (PLN140903-EXT1), Resolution No. 18-025 was approved by the Resource Management Agency Chief of Planning on May 16, 2018, and an extension (PLN140903-EXT2), Resolution No. 22-044 was approved by the Department of Housing and Community Development Chief of Planning on July 20, 2022, with no changed circumstances from the previously approved permit. Caltrans, as the designated lead for the National Environmental Policy Act (NEPA), determined that the Project is categorically excluded from having to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). Caltrans approved the NEPA Categorical Exclusion Determination on January 2, 2019, and re-validated on January 19, 2023.

**OTHER AGENCY INVOLVEMENT:**

The Office of the County Counsel-Risk Management, and Auditor-Controller have reviewed and approved the Special Provisions as to form, insurance and indemnification provisions and fiscal provisions, respectively.

**FINANCING**

The total estimated cost of the Project, including design engineering, environmental, right-of-way, and construction is \$5,111,534. The County has secured Active Transportation Program (ATP) funding for the Project as outlined in Attachment B, Project Budget. The Project is largely funded by a combination of State and Federal ATP Funds in the amount of \$2,894,000, Transportation Development Act (TDA) funds in the amount of \$170,300 and Road Fund in the amount of \$120,464. The remaining \$1,926,770 will be funded through Measure X local funds. There are sufficient appropriations adopted in the FY 2023-24 Road Fund 002, Appropriation Unit PFP004 budget to finance the construction phase of the Project.

The cost to secure the subject TCEs is \$19,800.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The Project will construct sidewalks, Class II bike lanes, curb, gutter, driveways, retaining wall and bioswales. The recommended action supports the following Board of Supervisors' Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Legistar File Number: 24-348

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Prepared by: Edgard Rizo, Assistant Engineer, (831) 755-5158

Reviewed by: J. Erich Rauber, PE, GE, Senior Civil Engineer

Enrique Saavedra, PE, Chief of Public Works

Crystal Corpuz, Finance Manager I

Mary Grace Perry, Deputy County Counsel

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

DocuSigned by:  
Randell Ishii  
C09773208E94F3

5/9/2024 | 12:39 PM PDT

The following attachments are on file with the Clerk of the Board:

Attachment A - Location

Attachment B - Project Budget

Attachment C - Special Provisions Book 1 & Bid Form Book 2

Attachment D - Agreements for Purchase of Real Property