

Attachment B

COUNTY OF MONTEREY

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

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**PAVEMENT IMPROVEMENTS
AT COUNTY SERVICE AREA (CSA) NO. 25
PROJECT NO. 812530**



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) NO. 25
PROJECT NO. 812530**

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

A1933B26E717442...

MARY GRACE PERRY
Deputy County Counsel
Date:

DocuSigned by:
Leslie J. Girard

2EF8DC78EE5547F...

LESLIE J. GIRARD
County Council-Risk Manager
Date:

DocuSigned by:
Ma Mon

2617DD077D05495...

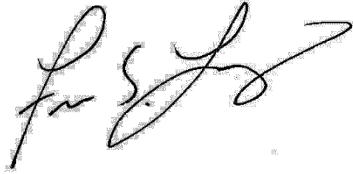
MA MON
Chief Deputy Auditor Controller
Date:

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2018, THE STANDARD PLANS 2018, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS. THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

SIGNATURE SHEET

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

ROADWAY MAINTENANCE



Frank S. Lopez, PE, QSD, CFM *Date 12/31/2023*
Project Manager, RCE 74581

TABLE OF CONTENTS

SECTION NO.	PAGE NO.
STANDARD PLANS LIST	IV
NOTICE TO BIDDERS	1
SECTION 1 – DEFINITION AND TERMS.....	3
1-1.01 SPECIFICATIONS AND PLANS:	3
1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:	3
1-1.03 DEFINITIONS:.....	3
1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:.....	4
1-1.05 STATE HOLIDAYS:	4
1-1.06 BID ITEMS AND APPLICABLE SECTIONS:.....	4
SECTION 2 – BIDDING	5
2-1.01 GENERAL:.....	5
2-1.02 BID OPENING:	5
2-1.03 BID RIGGING:.....	5
2-1.05 SUBCONTRACTORS LIST:	5
2-1.04 JOB SITE AND DOCUMENT EXAMINATION:	5
SECTION 3. CONTRACT AWARD AND EXECUTION.....	7
3-1.01 GENERAL:.....	7
3-1.02 CONTRACT AWARD:	7
3-1.03 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):.....	7
3-1.04 CONTRACTOR LICENSE:	8
3-1.05 CONTRACTOR REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:	8
SECTION 4. SCOPE OF WORK.....	9
4-1.01 WORK DESCRIPTION:.....	9
4-1.02 CHANGED CONDITIONS:	9
SECTION 5 – CONTROL OF WORK.....	11
5-1.01 GENERAL:.....	11
5-1.02 SUBCONTRACTING:	11
5-1.03 DISADVANTAGE BUSINESS ENTERPRISES (DBE) RECORDS:.....	11
5-1.04 AREAS FOR CONTRACTOR’S USE:	11
5-1.05 COORDINATION WITH OTHER ENTITIES:.....	12
SECTION 6 – CONTROL OF MATERIALS.....	13
6-1.01 GENERAL:.....	13
6-1.02 LOCAL MATERIALS:.....	13
6-1.03 BUY AMERICA:	13
6-1.04 AUTHORIZED MATERIAL LIST:	13
6-1.05 QUALITY ASSURANCE:	13
SECTION 7-LEGAL RELATIONS AND RESPONSIBILITY	15
7-1.01 LABOR NON-DISCRIMINATION:	15
7-1.02 LABOR CODE REQUIREMENT:	15
7-1.03 GENERAL PREVAILING WAGE RATES:	15
7-1.04 PAYROLL RECORDS:	15
7-1.05 SURFACE MINING AND RECLAMATION ACT:	16
7-1.06 PUBLIC SAFETY:	16
7-1.07 INDEMNIFICATION AND INSURANCE:.....	16

7-1.08 WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE:..... 17

SECTION 8 - PROSECUTION AND PROGRESS 18

8-1.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:..... 18

8-1.02 PRE-CONSTRUCTION CONFERENCE: 18

8-1.03 SCHEDULE:..... 18

SECTION 9 – PAYMENT 19

9-1.01 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS: 19

9-1.02 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE: 19

9-1.03 ARBITRATION: 19

9-1.04 MOBILIZATION: 21

9-1.05 SCOPE: 21

9-1.06 PAYMENT: 22

DIVISION II GENERAL CONSTRUCTION..... 23

SECTION 10 – GENERAL..... 23

10-1.01 WORK SEQUENCING: 23

10-1.02 GRIND AND REMOVAL 23

SECTION 12 TRAFFIC CONTROL..... 25

12-1.01 GENERAL: 25

12-1.02 TEMPORARY CONSTRUCTION SIGN:..... 25

12-1.03 CLOSURE REQUIREMENTS:..... 25

12-1.04 CONSTRUCTION:..... 25

12-1.05 CONSTRUCTION FUNDING IDENTIFICATION SIGN: 25

12-1.06 TRAFFIC CONTROL PAYMENT: 26

SECTION 13 – WATER POLLUTION CONTROL..... 27

13-1.01 WATER POLLUTION CONTROL PROGRAM: 27

13-1.02 JOB SITE MANAGEMENT:..... 27

13-1.03 TEMPORARY SEDIMENT CONTROL:..... 27

13-1.04 CONSTRUCTION METHOD: 27

13-1.05 WATER POLLUTION CONTROL PAYMENT:..... 27

SECTION 14 – ENVIRONMENTAL STEWARDSHIP 28

14-1.01 GENERAL: 28

14-1.02 HAZARDOUS WASTE AND CONTAMINATION:..... 28

14-1.03 AIR QUALITY: 28

14-1.07 LEAD COMPLIANCE PLAN 29

SECTION 15 – EXISTING FACILITIES 30

15-1.01 EXISTING UTILITIES: 30

15-1.02 OBSTRUCTION..... 30

SECTION 17 – CLEARING AND GRUBBING..... 32

17-1.01 CLEARING AND GRUBBING 32

17-1.02 GENERAL 32

17-1.03 PAYMENT 32

SECTION 37 – SLURRY SEAL..... 33

37-1.01 GENERAL 33

37-1.02. DEFINITIONS..... 33

37-1.03 REFERENCES..... 33

37-1.02 SUBMITTALS..... 33

37-1.03 MATERIALS..... 34

37-1.04 DELIVERY, STORAGE, HANDLING 34
37-1.05 MIXING, PRODUCTION, AND QUALITY CONTROL 34
37-1.06 CONSTRUCTION 35
37-1.07 SLURRY SEAL PAYMENT 35
SECTION 39 – ASPHALT CONCRETE 36
39-1.01 TYPE A HOT MIX ASPHALT: 36
39-1.02 GENERAL 36
39-1.03 SUBMITTALS: 36
39-1.04 MATERIALS: 36
39-1.05 CONSTRUCTION: 36
39-1.03 HOT MIX ASPHALT PAYMENT: 38
SECTION 84-MARKINGS 39
84-1.01 GENERAL 39
81-1.02 MATERIALS 39
81-1.03 CONSTRUCTION 39
84-1.02 PAYMENT 42
APPENDIX I - SAMPLE CONTRACT 43
SAMPLE CONTRACT 43
PAYMENT BOND 47
PERFORMANCE BOND 49

STANDARD PLANS LIST

The Standard Plans of 2018 and the Revised Standard Plans apply to this Contract.

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES, AND PARKS

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 2:00 p.m., on Thursday, August 10, 2023 for the

**PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) NO. 25
PROJECT NO. 812530**

As shown on the plans, at which time they will be publicly opened and read in the County of Monterey, Government Center, County Administration Building, Monterey Room, 168 W. Alisal St, 2nd Floor, Salinas California 93901.

The general work description for the “Pavement Improvements at CSA No. 25” is repair of existing roadway pavements within CSA No. 25 by performing a 2.5-inch Grind and Overlay and Slurry Seal of the existing pavement. The rehabilitated roadways will be re-striped for the latest Caltrans MUTCD. 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 this Project is \$2,226,000.**

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

The Contractor awarded the Contract shall begin work when authorized by the County of Monterey. This work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the date listed on the issuance of the “Notice to Proceed”

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

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

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

<https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/public-works-facilities/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 **MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901** for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

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

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

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

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

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

Date: July 25, 2023

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

RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS FACILITIES & PARKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

**PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) NO. 25
PROJECT NO. 7210**

SECTION 1 – DEFINITION AND TERMS

1-1.01 SPECIFICATIONS AND PLANS:

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

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

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

1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:

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

1-1.03 DEFINITIONS:

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

- State: County of Monterey
- Department: Public Works, Facilities and Parks
- Director: Chair of the Board of Supervisors

Engineer: Deputy Director of 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.

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

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

- Clerk of the Board: The Clerk of the Monterey County Board of Supervisors
- Director of Public Works: The Deputy Director of Public Works Facilities & Parks of Monterey County.
- Attorney General: County Counsel of Monterey County
- Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
- County: County of Monterey
- Caltrans: California Department of Transportation
- Board of Supervisors: The governing body of the County of Monterey
- Authorized Material List: Caltrans prequalified products list
- Standard Plans: 2018 Standard Plans and Revised Standard Plans of the State of California, Department of Transportation
- Standard Specifications: 2018 Standard Specifications and Revised Standard Specifications of the State of California, Department of Transportation
- Business day: Day on the calendar except a Saturday, Sunday, and a holiday
- PLAC: Permits, licenses, agreements, certifications, and approvals

1-1.05 STATE HOLIDAYS:

Attention is directed to definition of **holiday** in Section 1-1.07B “Glossary,” of the Standard Specifications.

1-1.06 BID ITEMS AND APPLICABLE SECTIONS:

The bid items are set forth in Book Two “Bid Form”. The first 2 digits of a bid item code correspond to the specification section number with the same 2 first digits.

SECTION 2 – BIDDING

2-1.01 GENERAL:

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

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

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

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

2-1.02 BID OPENING:

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-1.03 BID RIGGING:

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours seven (7) days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction Contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.05 SUBCONTRACTORS LIST:

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

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

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

2-1.04 JOB SITE AND DOCUMENT EXAMINATION:

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

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.

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

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

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

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

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL:

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

3-1.02 CONTRACT AWARD:

If the Agency awards the Contract, the award is made to the lowest responsible bidder.

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

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the fifth (5th) business day following the notice of intent to award the Contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: **MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS TO THE ATTENTION OF THE PROJECT MANAGER/1441 SCHILLING PLACE, FL2/SALINAS CA 93901-2438**. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager, Edgard Rizo at rizoel@co.monterey.ca.us. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

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

The award of the Contract, if it be awarded, will be to the lowest responsible bidder soon after bid opening, whose bid complies with all the requirements prescribed.

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

The Contract shall be executed by the successful bidder and shall be returned, together with the Contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed Contract documents shall be delivered to the following address:

MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS, 1441 SCHILLING PLACE, 2ND FL, SALINAS, CA, 93901-2438.

3-1.03 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):

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

2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least One Hundred percent (100%) of the total bid.

The two (2) bonds shall be written by an admitted corporate surety.

3-1.04 CONTRACTOR LICENSE:

Attention is directed to the provisions in Section 3-1.06, "Contractor License" of the Standard Specification for federal-aid Contract.

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

3-1.05 CONTRACTOR REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Attention is directed to Department of Industrial Relations Contractor registration for public works project.

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.

For Contractor Registration, go to: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

SECTION 4. SCOPE OF WORK

4-1.01 WORK DESCRIPTION:

The general work description for the "Pavement Improvements at CSA No. 25" is repair of existing roadway pavements within CSA No. 25 by performing a 2.5-inch Grind and Overlay and Slurry Seal of the existing pavement. The rehabilitated roadways will be re-striped for the latest Caltrans MUTCD. 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.

4-1.02 CHANGED CONDITIONS:

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 unless agreed to by the Engineer.

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 increased in quantity shall apply only to that portion in excess of One Hundred Twenty Five percent (125%) of original Contract item quantity, or in case of a decrease below Seventy Five percent (75%), to the actual amount of work performed.

SECTION 5 – CONTROL OF WORK

5-1.01 GENERAL:

The bidder's attention is directed to the provisions in Section 5, "Control of Work" of the Standard Specifications and these Special Provisions related to the Contract parties' relations and Contract acceptance.

5-1.02 SUBCONTRACTING:

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

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

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

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

5-1.03 DISADVANTAGE BUSINESS ENTRERPRISES (DBE) RECORDS:

Attention is directed to the requirements specified in Section 5-1.13B (1), "General" of the Standard Specifications.

5-1.04 AREAS FOR CONTRACTOR'S USE:

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

The Contractor staging areas are shown in the Contract Plans.

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.

5-1.05 COORDINATION WITH OTHER ENTITIES:

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

SECTION 6 – CONTROL OF MATERIALS

6-1.01 GENERAL:

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

All materials required to complete the work under this Contract shall be furnished by the Contractor.

6-1.02 LOCAL MATERIALS:

All Cut and Fill slopes shall be in accordance with the plans. Excess Cut Material must be placed onsite. The engineer shall confirm placement of excess material.

6-1.03 BUY AMERICA:

Attention is directed to Section 6-1.04, "Buy America," of the Standard Specifications and these Special Provisions.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. 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 [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition.
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

6-1.04 AUTHORIZED MATERIAL LIST:

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

The manufacturer of products on the list of Authorized Materials List shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for each type of product supplied.

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

For the Authorized Material Lists, go to: http://www.dot.ca.gov/hq/esc/approved_products_list

6-1.05 QUALITY ASSURANCE:

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

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

Schedule work to allow time for QAP.

SECTION 7-LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC

7-1.01 LABOR NON-DISCRIMINATION:

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOVERNMENT CODE SECTION 12990)

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

7-1.02 LABOR CODE REQUIREMENT:

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

7-1.03 GENERAL PREVAILING WAGE RATES:

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

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

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

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

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

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

7-1.04 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K(3), "Certified Payroll Records," of the Standard Specifications, and to the provisions of Labor Code Section 1776 (Stats. 1978, Chapter 1249). The Contractor

shall be responsible for the compliance with these provisions by his/her/its Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

7-1.05 SURFACE MINING AND RECLAMATION ACT:

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

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

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

7-1.06 PUBLIC SAFETY:

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

7-1.07 INDEMNIFICATION AND INSURANCE:

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

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

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

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

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

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

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or County of Monterey from

taking such other actions as is available to them under any other provision of this Contract (except retainage of money due to the Contractor) or otherwise in law.

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

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

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

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

SECTION 8 - PROSECUTION AND PROGRESS

8-1.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:

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

The Contractor shall begin work within 15 calendar days of the issuance of the "Notice to Proceed" by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of **THIRTY (30)_WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of \$3,200 per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

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

8-1.02 PRE-CONSTRUCTION CONFERENCE:

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

A pre-construction conference will be held at the project site, where the "Notice to Proceed" will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors. The pre-construction meeting date, time, and exact location will be determined by the County of Monterey.

8-1.03 SCHEDULE:

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

The schedule software must be compatible with the current version of the Microsoft Windows operating system in use by the Engineer.

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

SECTION 9 – PAYMENT

9-1.01 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:

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

No retainage will be held by the County from progress payments due the prime Contractor. A prime Contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in California Business and Professions Code Section 7108.5 concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Business and Professions Code Section 7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.02 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:

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

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

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

9-1.03 ARBITRATION:

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

- A. Application of article; inclusion of article in plans and specifications (Public 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 Work" has the same meaning as in Public Contract Code Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
 - 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a

public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
4. This article applies only to Contracts entered into on or after January 1, 1991.

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

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

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
- 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- 2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.

5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code 20104.6):
1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract.
 2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

9-1.04 MOBILIZATION:

Attention is directed to the provisions in Section 9-1.16D, "Mobilization" of the Standard Specifications and these Special Provisions.

9-1.05 SCOPE:

Mobilization includes preliminary services, work and operations, including but not limited to, furnishing required bonds, obtaining necessary permits and work areas, the movement of labor, supplies, equipment and incidentals to the work site, and for all other work, services and operations which must be performed or for which costs are incurred prior to performing work of the other Contract items.

PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA NO. 25
PROJECT NO. 812530

9-1.06 PAYMENT:

Payment for Mobilization shall be made on a lump sum basis and shall be paid at the contract price bid for Bid Item No. 1 in accordance with 9-1.17 "Payment after Contract Acceptance" of the Standard Specifications. Such payment will be considered full compensation for furnishing all labor, materials, tools, equipment, and in doing all the work required per the Plans, Special Provisions and Standard Specifications.

DIVISION II GENERAL CONSTRUCTION

SECTION 10 – GENERAL

10-1.01 WORK SEQUENCING:

It is the Contractor's responsibility to develop a Critical Path Method (CPM) Construction Schedule, which outline the sequence of work for the project. The engineer must approve the Construction Schedule prior to the commencement of any work.

Payment for Critical Path Method (CPM) schedule shall be made on a lump sum basis and shall be paid at the contract price bid for Bid Item No. 4 in accordance with section 8-1.02B "Level 1 Critical Path Method Schedule" of the Standard Specifications. Such payment will be considered full compensation for furnishing all labor, materials, tools, equipment, and in doing all the work required per the Plans, Special Provisions and Standard Specifications.

10-1.02 GRIND AND REMOVAL

GENERAL:

This work shall consist of uniform and variable depth cold planing (or "milling" or "grinding") the existing asphalt concrete pavement and removing and disposing of grinded material as shown on the project plans. "Grind and Removal of Existing Roadway" includes the grind and removal of existing pavement as identified in the plans.

The Contractor shall grind existing pavement as shown on the Plans. The presence of pavement fabric within the depth to be cold milled shall be noted on the Plans or in the Special Provisions. The surface after cold milling will be uniformly grooved or ridged unless otherwise specified in the Special Provisions. The outside lines of the milled pavement shall be neat and uniform.

The milled pavement shall be true to grade and cross section. When a straightedge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straightedge more than 3/8 inch (9.5 mm) at any point, except at intersections or at changes of grade. Any areas that are not within tolerance shall be brought to grade within 1 Working Day following initial cold milling.

Cold milling operations shall be performed without damage to the remaining pavement. Whenever cold milling is adjacent to existing Portland cement concrete curbs, gutters or pavement the Contractor shall protect these improvements from damage. Any Portland cement concrete curbs gutters or pavement damaged during cold milling operations shall be repaired as directed by the Engineer at the Contractor's expense. Any Portland cement concrete curbs, gutters or pavement that is cracked or displaced shall be removed and replaced at the Contractor's expense. Replaced sections of Portland cement concrete curb, gutter or pavement shall be a minimum of 5 feet (1500 mm) in length or to the next joint.

The Contractor shall remove existing asphalt concrete overlay from gutters adjacent to any area specified to be cold milled, as directed by the Engineer.

Milling machines shall be specially designed for cold milling of asphalt concrete, Portland cement concrete, or a combination of asphalt and Portland cement concrete pavement. Milling machines shall conform to the

following:

- a. The cutting drum shall be a minimum 0[60 inches (1500 nun) wide and shall be equipped with carbide-tipped cutting teeth placed in a variable pattern to produce the desired finish.
- b. Be self-propelled and capable of removing the pavement to the depth shown on the Plans.
- c. Be equipped with a conveyor system that will immediately convey the milled material into a transport vehicle for disposal as specified in the Special Provisions.
- d. Have the capability of spraying water at the cutting drum to minimize dust.
- e. Be designed so that the operator can observe the milling operation, at all times, without leaving the controls.
- f. Be adjustable for slope and depth.
- g. Be able to deep cut, in one pass, to the maximum depth recommended by the manufacturer without producing fumes or smoke.

The Contractor shall provide smaller machines if required to cold mill areas that are inaccessible to the larger machine and to provide the surface specified in the Special Provisions.

The cold planing machine shall be specifically designed for automatically controlled profiling. The automatic controls shall provide for accurately establishing profile grades at each edge of the machine by referencing from the existing pavement or an independent grade reference, where required, or be capable of automatically maintaining a designated cross slope from a single reference.

The machine shall be self-propelled and shall have sufficient power, traction and stability to maintain an accurate depth of cut. The machine shall also be equipped with means to effectively control dust generated by the cutting operation.

Immediately following the milling process the Contractor shall have all milled material removed from the job site and disposed of. The milled section shall be cleaned of all loose material. Power-brooming shall be supplemented by hand brooming, when necessary, until the surface is free of deleterious material. Each street shall be swept immediately after the cold planning operation has been completed. Streets shall not be washed to the extent that debris may enter the storm drain system. All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During cold planning operations, all catch basin inlets shall be covered with a fabric which will allow the passage of water but will not allow debris to enter storm drain.

Temporary pavement markings shall be provided on all cold planed surfaces if section will be opened to traffic. Refer to Traffic Striping section of these Specifications for pavement striping and marking. Refer to Section 10-2.04, Traffic Control, of the Special Provisions for additional information.

The longitudinal surface deviation of the finished cold planed surface shall not exceed 1/4" inch in 10 feet.

Hand-operated cold plane equipment may be required in areas not accessible to self-propelled machinery.

A motorized street sweeper shall follow within 50 feet (15 m) of the cold milling machine unless otherwise approved by the Engineer.

Unless otherwise specified in the Special Provisions all material removed shall be considered the property of the Contractor and shall be disposed of by the Contractor.

Payment for “Grind and Removal of Existing Roadway”, Bid Item 6, shall be at the contract price per Cubic Yard and shall be considered full compensation for cold milling, removal and disposing of all milled material, temporary pavement markings, sweeping and for furnishing all labor, materials, equipment and incidentals to accomplish the work as specified herein and no additional compensation will be allowed.

SECTION 12 TRAFFIC CONTROL

12-1.01 GENERAL:

It is the contractor’s responsibility to provide traffic control per section 12-1 “Temporary Traffic Control” of the Standard Specifications.

12-1.02 TEMPORARY CONSTRUCTION SIGN:

Temporary Construction signs shall be furnished, placed, and maintained at the following 2 locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Temporary Traffic Control Devices" of the Standard Specifications and these Special Provisions. Messages displayed on the portable temporary message signs shall conform to Section 12-4, “Maintaining Traffic,” of these Special Provisions."

Location 1: Intersection of Valley Greens Drive and Carmel Valley Road

Location 2: Intersection of Valley Greens Drive and Rancho San Carlos Road

Seven (7) calendar days prior to the start of work, message signs shall be placed at minimum, at both begin and end limits of construction, warning the public of expected road closure and delays due to construction activities.

12-1.03 CLOSURE REQUIREMENTS:

Contractor shall be responsible for preparing and submitting Traffic Control Plans to the County for permitting approval.

Contractor shall install “No Parking Signs” in the project streets 48 hours prior to the start of construction in the designated street.

12-1.04 CONSTRUCTION:

Minimum seven (7) business days prior to lane closure on one road lane which will take place, the Contractor shall install warning signs which include Date and Time for road closure at road intersections and at a maximum of six (6) locations determined by the Engineer. Coordination with the County Traffic Engineer is mandatory at least five (5) business days in advance of all road closures. In the events of medical emergency or fire, the Contractor shall open the road access for the emergency personnel.

12-1.05 CONSTRUCTION FUNDING IDENTIFICATION SIGN:

Install 2 - 48” by 30” inch construction project funding identification signs at the location determined by the Engineer before starting major work activities visible to highway users.

Dispose of construction project funding identification signs upon completion of the project if authorized.

12-1.06 TRAFFIC CONTROL PAYMENT:

Payment for Traffic Control shall be paid on a lump sum basis at the contract price bid for Bid Item No. 2. Such payment will be considered full compensation for furnishing all labor, materials, tools, equipment, developing traffic control plans including, but not limited to, placing, operating, maintaining, repairing, transporting from location to location and removing the portable changeable message signs, required to complete the traffic control duty per the Plans, Special Provisions and Standard Specifications.

SECTION 13 – WATER POLLUTION CONTROL

13-1.01 WATER POLLUTION CONTROL PROGRAM:

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

13-1.02 JOB SITE MANAGEMENT:

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

13-1.03 TEMPORARY SEDIMENT CONTROL:

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

13-1.04 CONSTRUCTION METHOD:

Water pollution control proposed by the Contractor shall be approved by the County. All work shall be performed in accordance with Sections 13-1.01C, 13-2.01C, 13-3.01C, 13-4.01C, 13-4.03A-F, 13-7.02A, 13-7.03A, 13-8.01C, 13-9.01C, 13-10.01C.

13-1.05 WATER POLLUTION CONTROL PAYMENT:

Payment for Water Pollution Control shall be made on a lump sum basis at the contract price bid for Bid Item No. 3 in accordance with Section 13. Such payment shall be considered full compensation for furnishing all labor, material, tools, all equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

SECTION 14 – ENVIRONMENTAL STEWARDSHIP

14-1.01 GENERAL:

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

14-1.02 HAZARDOUS WASTE AND CONTAMINATION:

Hazardous Waste and Contamination shall conform to the provisions in Section 14-11, “Hazardous Waste and Contamination” of the Standard Specification. Attention is directed to Section 14-11.02 “Discovery Unanticipated of Asbestos and Hazardous Substances,” and Section 14-11.03 “Hazardous Waste Management” of the Standard Specification and this special provision.

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

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

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

14-1.03 AIR QUALITY:

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

The Contractor will comply with the following requirements:

1. Water all active construction areas at least twice daily. Frequency should be based on the type of operation, soil and wind exposure.
2. Prohibit all grading activities during periods of high wind (over 15 MPH).
3. Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed areas.
4. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.
5. Limit traffic speeds on unpaved roads to 15 MPH.
6. Install sandbags or other erosion control measure to prevent silt runoff to public roadways.

Dust control is included in the Contract lump sum price paid for Water Pollution Control

14-1.07 LEAD COMPLIANCE PLAN

Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. The existing pavement markings must be tested for lead content. If the evaluation indicated elevated levels of lead and chromium, residue from the removed markings must be treated as a hazardous waste and must be handled and disposed of in accordance with the requirements outlined below.

Prepare and submit a Lead Compliance Plan in accordance with Section 7-1.02K (6) (j) (ii) of the Standard Specifications. Before submission to the Engineer, the Lead Compliance Plan must be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan must be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint. Perform all removal work according to the Plan.

The removed yellow thermoplastic and yellow paint must be disposed of at a Class 1 disposal facility, or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, must be contained and collected immediately. Sweeping equipment must not be used. Collection must be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer.

Payment for Lead Compliance Plan shall be made on a lump sum basis at the contract price bid for Bid Item No. 5 in accordance with Section 7-1.02K (6)(j)(ii) of the Standards Specifications. Full compensation for removal and disposal of yellow traffic stripe and markings shall be considered as included in the contract price for the various bid items and no separate payment will be made therefore.

SECTION 15 – EXISTING FACILITIES

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

15-1.01 EXISTING UTILITIES:

The project site is located within the Quail Lodge Golf Club Community in Carmel-By-The-Sea off Carmel Valley Road (Highway G16). The roadways within the community contain existing utilities such as storm drain, sanitary sewer, water pipelines, gas lines, and PG&E Conduits. When conducting the pavement operations, it is the contractor's responsibility to lower utility covers prior to grinding pavement. It is then the contractor's responsibility to raise utility covers up to finish grade. Payment for "Adjusting Utility Covers to Grade" shall be made as a lump sum basis at the contract price for Bid Item No. 10 through Bid Item No. 12.

15-1.02 OBSTRUCTION

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

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

Storm – Monterey County
Contact: Shawn Atkins
Tel: (831)755-4929
855 E. Laurel Drive, Bldg. B
Salinas CA 93905

Pacific Gas & Electric
Contact: Pat Munro
peme@gp.com
(831)784-3504
356 East Alisal St.
Salinas, CA 93901

AT & T
Contact: Susan Barraza
sb8239@att.com
(831)728-6571
515 Chappell
Watsonville, CA 95076

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

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to performing

any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

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

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

SECTION 17 – CLEARING AND GRUBBING

17-1.01 CLEARING AND GRUBBING

Contractor shall comply with Section 17-2, “Clearing and Grubbing” of the Standard Specifications and these Special Provisions.

17-1.02 GENERAL

This item shall consist of clearing and grubbing of the project work area, and disposal of materials removed, in accordance with these Specifications.

Clearing and Grubbing will take place at the edge of the paved shoulders in order to meet the 4 foot wide shoulder and 8 foot wide shoulder criteria as specified in the plans. Clearing and Grubbing shall be performed prior to pavement operations.

All removals shall be disposed of in legal off-site locations.

17-1.03 PAYMENT

Payment for Clearing and Grubbing shall be made on a lump sum basis at the contract price bid for Bid Item No. 6. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

SECTION 37 – SLURRY SEAL

37-1.01 GENERAL

Fiber Reinforced Slurry Seal shall comply with Section 37-3 “Slurry Seal And Micro-Surfacing” of the Standard Specifications and these Special Provisions.

Slurry seal work shall be coordinated in a way that does not disrupt residential garbage collection and mail delivery. The Contractor shall coordinate with applicable agencies and time paving activities as needed to prevent disruption of service.

37-1.02. DEFINITIONS

Alkali Resistant (AR) Glass Fibers: High tensile strength glass fiber resistant to chemical breakdown from the alkaline conditions of the slurry seal or micro-surfacing application.

Fiber Reinforced Slurry Seal: A mixture of polymer modified cationic quickset emulsion, AR glass fibers, aggregate, mineral filler, additives, and water.

37-1.03 REFERENCES

ASTM C1666/C1666M, Standard Specification for Alkali Resistant (AR) Glass Fiber for GFRC and Fiber-Reinforced Concrete and Cement.

37-1.02 SUBMITTALS

Submit the following as part of the bid package:

- a. Representative fiber product sample.
- b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
- c. Fiber Manufacturer’s instructions and general recommendations.

37-1.03 MATERIALS

Aggregates for slurry seal shall meet the **Type II** gradation per Section 37-3.02.

Fiber reinforcement shall be Surface-EXT™ fibers manufactured by FORTA Corp. or equivalent reinforcing fiber that meets the requirements in Table 1.

Table 1

Material Property	Requirement
Material	Alkali Resistant Glass
Length/Form	1/4 in, Pre-Chopped
Tensile Strength	250 ksi (1,700 MPa)
Modulus of Elasticity	10,000 ksi (72 GPa)
Softening Point	1,580°F (860°C)
Density	4,517 lb/cu yd (2,680 kg/cu m)

37-1.04 DELIVERY, STORAGE, HANDLING

Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.

Store materials covered and off the ground. Keep sand and dust out and do not allow to become wet.

37-1.05 MIXING, PRODUCTION, AND QUALITY CONTROL

1. Add AR glass fiber at a dosage rate of 0.20% by dry weight of aggregate or 4 lbs/ton per dry weight of aggregate.
2. The AR glass fibers shall be added by a mounted hydraulic feeding system to either a truck mount or continuous paver. The continuous feed system shall automatically dispense fiber into the pug-mill at an adjustable feeding rate.
3. The system shall be powered by the main hydraulic system of the mixer-spreader truck and turn on/off with the main start of the mixer-spreader truck.
4. Contractor shall have a system in place to record total fiber added vs. tons of dry aggregate placed to verify dosage rate.
5. Ensure sufficient AR glass fiber material is present in the hopper of the mounted hydraulic feed system. Refill material as necessary.

6. Visually ensure AR glass fiber is dispersed and properly mixed in the weigh hopper.

37-1.06 CONSTRUCTION

Ranges for spread rates shall be **12 - 15 lbs/yd²**. The exact rate will be as determined by specific weight of aggregate, the surface demand of the pavement, and the size of the largest particle size of the aggregate. The application rate will produce finished slurry seal as defined elsewhere in the specifications.

At the end of each day's production, the Contractor will provide to the Engineer a report containing the following information:

- a. Tons of dry aggregate consumed that day;
- b. Tons of asphalt emulsion consumed that day; and
- c. Footage covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

Immediately preceding the slurry seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on and adjacent to the pavement that would allow the entry of the sealing materials; mask with roofing paper, all closed manhole covers, water valve box covers, etc.

37-1.07 SLURRY SEAL PAYMENT

The contract price paid per square yard for "**Slurry Seal (Type II)**" per Bid Item 7, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing cracks, complete in place, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Fiber reinforcement shall be considered as included in the contract price of the bid item and no additional compensation will be allowed therefor.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

SECTION 39 – ASPHALT CONCRETE

39-1.01 TYPE A HOT MIX ASPHALT:

Comply with Section 39, “Asphalt Concrete” of the Standard Specifications and these Special Provisions and the Plans.

39-1.02 GENERAL

This work includes producing and placing hot mix asphalt (HMA) Type A for Grind and Overlay Conditions as shown on the plans.

The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.

39-1.03 SUBMITTALS:

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

39-1.04 MATERIALS:

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

The aggregate for HMA Type A must comply with the 3/8” gradation for leveling course, 1/2” gradation for the final lift and 3/4” gradation for the lower lifts and base repair areas as shown on the plans.

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, ‘Asphaltic Emulsions’, of the Standard Specifications.

39-1.05 CONSTRUCTION:

Surface Preparation:

This work consists of preparing the existing street surface prior to the commencement of paving. Such work shall include compacting and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

Sampling:

The Owner’s Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The Owner reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Owner shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. The contractor shall facilitate the sampling process.

Transportation and Placement:

The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread by an asphalt paving machine in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Owner's Engineer. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.

Equipment:

Paving Machine

Asphalt pavers shall be mechanical spreading and finishing equipment, provided with a screed or strike off assembly capable of distributing the material to not less than eight (8) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operations.

Compaction Rollers

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum and have adjustable amplitude settings.

Hand Equipment

Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

Tack Coat

The work to be performed shall consist of furnishing and applying tack coat in conjunction with asphalt concrete overlays and other asphalt concrete paving work.

Tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete as permitted by the Engineer. Preparation of the surface shall be performed as described in these Technical Provisions. No tack coat shall be left exposed overnight.

Immediately in advance of placing the asphalt concrete, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints, against which additional material is to be placed, to a new or old pavement to be overlaid, and to other surfaces as designated by the Owner's Engineer. Shields for protecting curb faces shall be provided and used during tacking of curb faces. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

Workmanship:

Finished Surface

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

Any ridges, indentations, or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Such coarse aggregate may be returned to the hopper of the paving machine or spread immediately in front of the paver. Cold coarse aggregate shall not be reused, but discarded.

Finished areas of asphalt concrete adjacent to concrete drainage facilities shall be placed in such a manner that the finished surface is no greater than 1/4 inch higher than the facility and no lower than flush with the facility.

Cold Joints:

The contractor shall heat by torch or other acceptable methods paving joints which do not receive an adjacent pass within 3 hours of placement. If the cold joint goes unpaved against overnight, the contractor shall heat the joint and place tack coat prior to placing the adjacent pass. Longitudinal pavement joints shall be on, or as close as possible to, the lane lines.

39-1.03 HOT MIX ASPHALT PAYMENT:

Payment for 2.5-inch Thick Hot Mix Asphalt Pavement shall be made on a per ton basis at the contract unit price bid for Bid Item No. 8. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required including roadway pavement and 2.5-inch cold plane grind and overlay, per the Plans, Special Provisions and Standard Specifications.

SECTION 84-MARKINGS

84-1.01 GENERAL

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, “General” and 84-2, “Traffic Stripes and Pavement Markings”, of the Standard Specifications and these Special Provisions. Painted traffic strips and pavement markings shall conform to Section 84-1, “General”, 84-2.03C(3), “Painted Traffic Stripes and Pavement Markings” and Section 81-3, “Pavement Markers” of the Standard Specifications and these Special Provisions

81-1.02 MATERIALS

Thermoplastic:

The thermoplastic material shall conform to Section 84-2.02B “Thermoplastic” of the Standard Specifications. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of Section 84-2.02D “Glass Beads” of the Standard Specifications.

Standard Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch. A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

81-1.03 CONSTRUCTION

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer’s installation requirements, and the Special Provisions.

Existing Striping and Markings:

In areas where the existing striping to be replaced and updated, the contractor shall remove and replace all striping using methods as specified in the Standard Specifications by the Engineer.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor’s work may not extend that far. Both lines of each crosswalk shall be completely restriped even if only a portion of a line has been obliterated.

When the Contractor’s work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

Layout for Temporary and Permanent Striping:

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street.

This plan must be submitted to the Engineer and approved prior to commencing any striping and

marking operations on the affected street.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor.

The County will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the County Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and County standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12' apart on curves nor more than 24' apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the County's Traffic Engineer or agent. The County shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the County.

Schedule:

Raised pavement markers (RPM's) shall be placed as specified in Subsection 81-3.02C, "Retroreflective Pavement Markers", of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than 21 days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within 5 days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in liquidated damages of \$1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and

markings.

Pavement Stencils:

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

Reflective and Raised Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic:

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 81-3 “Pavement Markers” of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

Pavement Delineation-Extruded Thermoplastic No Spray:

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the County.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, “General”; Section 84-2, “Traffic Stripes and Pavement Markings”; and refer to Section 81-3, “Pavement Markers”.

Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive. Bituminous adhesive material shall conform to the following:

Specification	ASTM	Requirement
Flash Point, COC, °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM, 400°F	D 4402	3,000-6,000
Penetration dmm, 100g, 55 seconds, 77°F	D 5	10 - 20
Filler Cement, percent by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	65 - 75

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of Section 81-3.03B, "Hot Melt Bituminous Adhesive" of the Standard Specifications except blast cleaning shall be required.

The adjustment provisions in Section 9-1.06B of the Standard Specifications shall not apply.

84-1.02 PAYMENT

Payment for the traffic striping shall be made on a linear feet basis for the actual linear footage installed at the contract price per Bid Item No. 13. Payment for Pavement Markings shall be made in square footage per Bid Item No. 14. Schedule. Payment for Blue Reflective Marker shall be paid as each per Bid Item 15. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions and Standard Specifications.

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 812530

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

WITNESSETH:

(1) THE WORK

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

PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) #25
PROJECT NO. 812530

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

- (a) The Standard Specifications, dated 2018, and the Standard Plans, dated 2018, including issued revision through April 19, 2019, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:
PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) #25
PROJECT NO. 812530
- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds require
- (f) Certificate of Insurance

- (g) The accepted bid/proposal including the following:

PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA NO. 25
PROJECT NO. 812530

- (1) List of Subcontractors
- (2) Equal Employment Opportunity Certification
- (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
- (4) Non collusion Declaration
- (5) Debarment and Suspension Certification
- (6) Statement Concerning Employment of Undocumented Aliens
- (7) Contractor's Certificate as to Worker's Compensation
 - Waiver for Payment Adjustment for Price Index Fluctuations
 - Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- (8) List of Satisfied Public Agencies
- (9) 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:

**PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) #25
PROJECT NO. 812530**

(S) – Specialty Pay Item, (F) – Final Pay Item, (P) – Partial Pay Item

Item No.	Item Code	F,S,P	Description	Unit	Quantity	Unit Cost	Amount
1			Mobilization	LS	1		
2			Traffic Control System	LS	1		
3			Water Pollution Control	LS	1		
4			CPM Schedule	LS	1		
5			Lead Compliance Plan	LS	1		
6			Clearing and Grubbing	LS	1		
7			Slurry Seal Type II	SY	7725		
8			Hot Mix Asphalt (Type A) - 2.5" Overlay	TON	6560		
9			Grind and Removal of Existing Roadway	CY	3240		
10			Adjust Storm Drain French Drain to Grade	EA	1		
11			Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	15		
12			Adjust Water Valve Cover to Grade (WV)	EA	30		
13			Thermoplastic Traffic Stripe - Detail 21	LF	4415		
14			Pavement Marking (White)	SF	650		
15			Pavement Marker - Blue Reflective Marker	EA	20		

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

CONTRACTOR:

(Name of Company)

By: _____
If Corporation: Signature of Chair, President, or Vice-President
If LLC: Signature of LLC Manager

By: _____
If Corporation: Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
If LLC: Signature of LLC Manager

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

COUNTY OF MONTEREY:

AUDITOR-CONTROLLER
APPROVED AS TO FISCAL
PROVISIONS

By: _____
Name: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities
and Parks
Title: _____
Dated: _____

By: _____
Name: Ma Mon
Title: Chief Deputy Auditor-Controller
Date: _____

OFFICE OF COUNTY COUNSEL-
RISK MANAGEMENT

OFFICE OF COUNTY COUNSEL-
RISK MANAGEMENT

APPROVED AS TO FORM

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

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 corporate 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 LLC 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 capaCounty, 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:

PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) #25
PROJECT NO. 812530

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:

PAVEMENT IMPROVEMENTS AT COUNTY SERVICE AREA (CSA) #25
PROJECT NO. 812530

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.