

BID NO. 10407

BOARD OF SUPERVISORS

COUNTY OF MONTEREY

SALINAS, CALIFORNIA

GENERAL PROVISIONS

SPECIAL PROVISIONS and BID

for

ANNUAL MAINTENANCE AND REPAIR OF PARK ROADWAYS  
CALENDAR YEAR 2013

at

LAGUNA SECA RECREATION AREA  
1025 MONTEREY/SALINAS HIGHWAY 68, SALINAS, CA 93908

BID NO. 10407

January 1, 2013 through December 31, 2013

FOR USE IN CONNECTION WITH THE UNIFORM PLUMBING CODE, LATEST EDITION;  
STANDARD SPECIFICATIONS DATED JULY, 1992 OF THE STATE OF CALIFORNIA,  
DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY  
LATEST EDITION; AND THE CURRENT LABOR SURCHARGES AND EQUIPMENT  
RENTAL RATES AND THE GENERAL PREVAILING WAGE RATES ON FILE WITH THE  
CLERK OF THE BOARD OF SUPERVISORS AT THE DATE BIDS ARE RECEIVED.

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**BOARD OF SUPERVISORS  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA**

**NOTICE TO CONTRACTORS**

NOTICE IS HEREBY GIVEN that sealed bids will be received at the Office of the Clerk to the Board of Supervisors, Administration Building (First Floor), 168 W. Alisal Street, Salinas, California 93901, until Thursday, February 21, 2013 at 1:00 p.m. for Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area, Calendar Year 2013, as shown on the plans and in accordance with the specifications and other requirements therefore, at which time they will be publicly opened and read aloud by the County Purchasing Agent. All bids shall be submitted on a form furnished by the Monterey County Parks Department.

Bids are required for the entire work described herein. Prices on alternate construction methods or materials will be considered only when specifically called for.

No bid will be accepted from a Contractor who is not licensed in accordance with the provisions of the California Contractors License Law. The Contractor's license number shall appear on the bid. The Classification of the Contractor's license required for this project is "A" or "C-12".

Each bid must conform and be responsive to the plans, specifications, special provisions, and bid forms, copies of which are on file in the Office of the Clerk to the Board of Supervisors and may be examined or obtained at the Office of the County Parks Department, 855 E. Laurel Drive, P. O. Box 5249, Salinas, California, 93915-5249, telephone (831) 755-4895. The Standard Specifications of the California Department of Transportation, which apply to this project, may be examined at said Office of the County Parks Department.

Special attention of the prospective bidders is called to the "Bid Requirements and Conditions" of the Special Provisions. A bid bond, cash, or certified check in an amount not less than ten percent of the maximum amount of the bid must accompany the bid.

Special attention is also called to Monterey County's requirement that the contractor must promise to make a "good faith effort to hire residents of the Monterey Bay Area" and the required form which must be submitted with the bid.

The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract; copies thereof are on file in the Office of the Clerk to the Board of Supervisors, Administration Building (First Floor), 168 W. Alisal Street, Salinas, California 93901 and are available for inspection by any interested party on request.

There is no trenching deeper than five feet that would affect this project under the provisions of Sections 6706 and 6707 of the Labor Code and Section 7104 of the Public Contract Code concerning trench excavation safety plans.

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

ITEM NO	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM
<b>BASE BID</b>			
1.	15,000	Sq.Ft	2" A.C Overlay
2.	45,000	Sq.Ft.	2" A.C. Overlay with Petromat
3.	10,000	Sq.Ft.	Type 1, 4" Deep Patch
4.	3,000	Sq.Ft.	Type 2, 6" Deep Patch
5.	4,500	Sq.Ft.	Type 3, 12" Deep Patch
6.	4,500	Sq.Ft.	Type 4, 19" Deep Patch
7.	9,000	Sq.Ft.	Cold Plane AC (1" wedge grind)
8.	30,000	Linear Ft.	Road Striping

The foregoing quantities are approximate only, being given as a basis for the comparison of bids; and the Board of Supervisors does not, expressly or by implication, agree that the actual amounts of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer. All bids are to be compared on the basis of the Estimate of the quantities to be done. The bid is for an annual contract during which the contractor will be called upon to complete incremental portions of the work as directed at various times during 2013. Each portion of work will total \$10,000 or more based on the unit prices bid. The total amount of work authorized under this contract will not exceed \$150,000. The County may reduce the total authorized amount at its discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after the date set for the opening of bids.

Date: \_\_\_\_\_, 2013

BOARD OF SUPERVISORS  
 COUNTY OF MONTEREY  
 STATE OF CALIFORNIA

Publication Dates: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**BOARD OF SUPERVISORS  
COUNTY OF MONTEREY**

**STATE OF CALIFORNIA**

**SPECIAL PROVISIONS  
for  
ANNUAL MAINTENANCE AND REPAIR OF PARK ROADWAYS  
LAGUNA SECA RECREATION AREA, CALENDAR YEAR 2013**

**BID NO. 10407**

The work embraced herein shall be done in accordance with the Standard Specifications of the State of California, Department of Transportation latest edition.

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.

**SECTION 1 - DEFINITION OF TERMS**

1-1            Interpretation of Standard Specifications:

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

1-1.1            Definitions:

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

1-1.1A            State:

County of Monterey.

1-1.1B            Director:

Chair of the Board of Supervisors.

1-1.1C            Engineer:

The Director of Parks, Monterey County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1-1.1D            Laboratory:

Any established laboratory designated by the Engineer to test materials and work involved in the contract.

1-1.2            Terms:

The term "Attorney General" or pronouns in its place, as used throughout the Standard Specifications, shall be interpreted to mean the County Counsel of Monterey County.

1-2                Definitions:

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:

1-2.1            Clerk of the Board:

The Clerk of the Monterey County Board of Supervisors, who is also the Monterey County Administrative Officer.

1-2.2            Public Works Director:

The Director of Parks of Monterey County.

**SECTION 2 - BID REQUIREMENTS AND CONDITIONS**

Attention is directed to Section 2 of the Standard Specifications and these Special Provisions:

2-1                Competency of Bidders:

In lieu of the portions of Section 2-1.11, "Competency of Bidders" of the Standard Specifications relating to prequalifications, prospective bidders on contracts are not required to be prequalified and need not conform to the requirements for prequalification. The classification of the Contractor's license required for this project is "A" or "C-12".

2-2                Good Faith Effort to Hire Residents of Monterey Bay Area:

In accordance with section 5.08.120 of the Monterey County Code, all bidders must promise to make a good faith effort to hire qualified individuals who are, and have been for one (1) year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force on the project, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents. A certification form relating to compliance with section 5.08.120 is furnished with the bid documents. Each bidder must complete the certification form and submit the certification form with the sealed bid. The County Purchasing Agent may deem a bid non-responsive for failure to abide by the good faith local hiring provisions of section 5.08.120.

2-3                    Comparison of Bids:

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item. The contract will be awarded on the basis of the total Base Bid. The total amount of work authorized under this contract will not exceed \$150,000 based on the unit prices listed in the Base Bid.

2-4                    Bid Instructions:

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

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

- (1)     As to lump sum items, the amount set forth in the "total" column shall be the item price.
- (2)     As to unit basis items, the amount set forth in the "total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the item price.

**SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

Attention is directed to all of Section 3 of the Standard Specifications and these Special Provisions:

3-1                    Contract Security:

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The contract price for this contract shall be the authorized amount of \$150,000. Performance and Payment Bonds shall remain in affect throughout the life of the contract which ends December 31, 2013.

**SECTION 4 - SCOPE OF WORK**

Attention is directed to Section 4, "Scope of Work" of the Standard Specifications and these Special Provisions:

4-1                    Description of Work:

The work to be performed under this contract shall consist of furnishing everything necessary for the fulfillment of the contract in strict accordance with the requirements of the contract documents. The work shall be complete, and anything not expressly shown or called for in the contract documents which may be necessary for the complete and proper construction of the work in good faith shall be accomplished by the Contractor as though originally so indicated in the contract documents at no increase in cost to the Owner.



The scope of work shall include but not be limited to the following: Perform annual roadway patching and overlay repairs at Laguna Seca Recreation Area in increments of \$10,000 or more as called upon and directed by the Engineer during calendar year 2013.

4-2                    Increases or Decreases in Quantities:

In-lieu of Section 4-1.03B(1) and 4-1.03B(2) of the Standard Specifications, the pay quantity of any item of work may be increased or decreased to any amount or eliminated without any adjustment in the unit bid price for that particular item.

**SECTION 5 - CONTROL OF WORK**

Attention is directed to Section 5 of the Standard Specifications and these Special Provisions:

5-1                    Payment:

Full compensation conforming to the provisions in this Section and not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved; and no additional compensation will be allowed therefore.

5-2                    Hours of Work:

In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The Contractor shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq) of the Labor Code of the State of California, and it is agreed that the Contractor shall forfeit to the County as a penalty the sum of **TWENTY-FIVE (\$25.00)** for each worker employed in the executing of this contract by the Contractor or subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article.

The hours to be allowed will be daylight hours. The Contractor shall schedule its work as not to interfere with the park use and operation. If a conflict seems unavoidable, the Contractor shall notify the Engineer at least five (5) days in advance so that scheduling changes can be made.

5-3                    Progression of Work:

The work will be performed in increments and quantities directed by the Engineer. The Contractor may be called upon to perform such increments of work at anytime during calendar year 2013. The contractor shall begin each increment of work within 10 working days of notification from the Engineer and perform the work on a continuing basis until complete unless otherwise approved by the Engineer.

**SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY**

The Contractor shall comply with the provisions of Section 7, "Legal Relations and Responsibility" of the Standard Specifications and these Special Provisions:

7-1                    General Prevailing Wage Rates:

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

The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which said public work is to be performed for each craft, classification or type of worker needed to execute the contract in accordance with Sections 1770 and 1773 of the Labor Code. A copy of said determination is on file and is available for inspection in the Office of the Clerk to the Board of Supervisors, Administration Building (First Floor), 168 W. Alisal Street, Salinas, California 93901.

7-2                    Payroll Records:

The Contractor's attention is directed to the following provisions of Labor Code section 1776. The Contractor shall be responsible for the compliance with these provisions by its subcontractors.

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

(c) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(e) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of change of locations and addresses.

(f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this section. Should noncompliance still be evident after such 10 day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit fifty dollars (\$50) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards

Enforcement, such penalties shall be withheld from progress payments then due.

7-3                    Indemnification and Insurance:

7-3.1                Hold Harmless/Indemnification:

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTORS' performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's" performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence

Professional liability insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

7-3.2                    Workers' Compensation Insurance:

If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7-3.3                    Other Insurance Requirements and Commercial General Liability:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services

under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificate s of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on 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.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

7-4                    Permits and Licenses:

The Contractor shall procure all permits and licenses required to perform the contract, in conformance with Section 7-1.04, "Permits and Licenses" of the Standard Specifications.

7-5                    Compliance with Clean Air Act of 1970:

The Contractor agrees to comply with the Clean Air Act of 1970 and with all applicable federal water pollution control rules and regulations.

7-6                    Compliance with the Copeland "Anti-Kickback" Act:

The Contractor shall comply with all rules, regulations and provisions as described in the Copeland "Anti-Kickback" Act.

7-7                    Employment of Apprentices:

The prime contractor is responsible for compliance with Labor Code Section 1777.5 concerning the employment of properly registered apprentices upon public works.

7-8                    Nondiscrimination:

7-8.1                Nondiscrimination Clause:

During the performance of this contract, Contractor shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, or sexual preference, either in Contractor's employment practices or in the furnishing of services to recipients. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination.

7-8.2                Compliance with Nondiscrimination Clause:

During the performance of this Agreement, Contractor shall comply with the provisions of the following laws:

- a. California Fair Employment and Housing Act, Government Code Section 12900, et seq.;
- b. Title 2, California Code of Regulations, Section 7285.0 et seq. (Division 4 -Fair Employment and Housing Commission);
- c. Government Code Sections 11135 - 11139.5 (Title 2, Division 3, Part 1, Chapter 1, Article 9.5) and any applicable administrative rules and regulations issued under these sections;
- d. Federal Civil Rights Act of 1964, 42 USC Section 1981 et seq., as amended;
- e. All administrative rules and regulations issued under the Federal Civil Rights Act of 1984;
- f. Unruh Civil Rights Act, California Civil Code Section 51 et seq.

7-8.3                Written Notice:

Contractor shall give written notice of its obligations under this nondiscrimination paragraph to labor organizations with which it has a collective bargaining or other agreement.

7-8.4                Access to Records:

Contractor shall permit access by County and by representatives of the State Department of Fair Employment and Housing and any state agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24-hour notice, to such of its books, records, and accounts as relate to the project covered in this contract. Contractor shall retain all such records for three years after the conclusion of work under this contract or until the conclusion of any litigation related to this contract or the work, whichever is later.

## **SECTION 8 - PROSECUTION AND PROGRESS**

Attention is directed to Section 8 of the Standard Specifications and These Special Provisions:

### **8-1 Identification of Subcontractors by Bidders:**

In accordance with Section 4104 of the Public Contract Code, any person making a bid or offer to perform work shall, in its bid or offer, set forth:

(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work that will be done by each such subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

### **8-1.1 Assignment by Contractor to Awarding Body of Rights Under Federal Law:**

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

### **8-2 Beginning of Work:**

In accordance with Section 8-1.03, "Beginning of Work" of the Standard Specifications, the Engineer will give notice to proceed to the Contractor.

### **8-3 Time of Completion:**

The work herein is an annual contract which will expire December 31, 2013.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

Attention is directed to Section 9 of the Standard Specifications and these Special Provisions:

### **9-1 Partial Payment:**

In lieu of the third paragraph of Section 9-1.06, "Partial Payments" of the Standard Specifications pertaining to the 10 percent retention, the following shall prevail: The County of Monterey shall retain from distributed progress payments a retention of ten percent (10%) of the value of all work performed during every fiscal quarter to ensure proper performance under the terms of this annual contract, with each quarter specifically ending as follows: March 31, June 30, September 30, and December 31. As of the final date of each quarter, the County shall review the work performed during that quarter, and determine which of those

projects have been completed. As to that quarter's projects, and for the purpose of Public Contract Code section 7107, the date of completion for all work performed within that fiscal quarter shall be the date of acceptance by the County for that entire quarter's work of improvements performed pursuant to this Public Contract Code Section 20138.5 annual contract.

9-2                    Payment of Withheld Funds:

The second paragraph of Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is amended to read:

Alternatives to Retention:

This contract requires a 10% retention from progress payments. At the Contractor's request, Monterey County shall make payment of these funds withheld from progress payments as provided in Public Contract Code Section 22300.

9-3                    Consistency with Public Contract Code Section 20114 et seq.:

Section 9-107B is amended to include the following:

A.            Consistency with Public Contract Code Section 20114 et seq.

If any claim arising under this contract is subject to the provisions of Public Contract Code Section 20114 et seq., and if the provisions of that Article require a procedure or procedural element different from that established in this contract, then the provisions of that Article shall apply in place of the conflicting procedure or procedural element established herein.

B.            Response to Contractor's Claims

1)            Claims under \$50,000.00

For claims of less than fifty thousand dollars (\$50,000), the engineer 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 engineer may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the engineer and the contractor.

The engineer's written response to the claim, as further documented, shall be submitted to contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the contractor in producing the additional information or requested documentation, whichever is greater.

2)            Claims over \$50,000.00

For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the engineer 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 engineer may have against the contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the engineer and the contractor.

The engineer's written response to the claim, as further documented, shall be submitted to the contractor with 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the contractor in producing the additional information or requested documentation, whichever is greater.

3) Further disputes

If the contractor disputes the engineer's written response, or the engineer fails to respond within the time prescribed, the contractor may so notify the engineer, in writing, either within 15 days of receipt of the engineer's response or within 15 days of the engineer'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 engineer shall schedule a meet and confer conference within 30 days for settlement of the dispute.

If the contractor still remains unsatisfied and desires to preserve its right to pursue the matter further, he must then file a claim with the County of Monterey pursuant to Government Code Section 900 et seq.

If the Government Code claim is denied, the claimant may file an action in court. Such action shall be subject to Public Contract Code Section 20114.4. This paragraph applies only to claims subject to Public Contract Code Section 20114. If a claim is not subject to Public Contract Code Sec. 20114, the claimant's right to file a civil action shall be as otherwise provided by law.

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents, or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage, provided that in no case may such a claim be filed after expiration of any applicable statute of limitations for filing such a claim. Claims against the County of Monterey that are subject to this paragraph shall comply with all procedures set forth in the California Government Code concerning claims against public entities.

**SECTION 17 - WATERING**

Furnishing, developing and applying water shall conform to the provisions in Section 17 of the Standard Specifications.

The Parks Department has a water supply source on-site which may be used; however, the Parks Department does not guarantee its adequacy and the Contractor assumes full responsibility for its adequacy and use.

17-1            Payment:

Full compensation for developing and applying water shall be included in the unit prices for the work to be done and no separate payment will be made therefore.

**SECTION 39 - ASPHALT CONCRETE**

Asphalt concrete for patching and pavement overlay shall conform to the provisions of Section 39 of the Standard Specifications and these Special Provisions:



39-1            Type, Viscosity and Aggregate:

The asphalt concrete (AC) for pavement overlay and patching shall consist of a mixture of sand, mineral aggregate, and liquid asphalt, designated as CalTrans Standard Specifications, Type "B", 1/2" maximum, medium gradation. Paving asphalt shall be viscosity grade AR 4000 at 5 to 6 1/2% by weight of the combined dry aggregates.

Paving widths, exact limits of work, etc., for pavement overlay will be as directed by the Engineer.

39-2            Patching:

Limits of the areas to be patched will be determined by the engineer in the field. The type of patch will be determined by the Engineer upon removal of unsuitable asphalt and underlying material at each site. Limits of the patch shall be saw cut.

39-2.1        Type 1 Patching:

Type 1 Patching shall consist of removal of chip seal or asphalt and underlying material to a depth of 4", compacting sub grade and placing a single deep lift of asphalt concrete to fill the void.

39-2.2        Type 2 Patching:

Type 2 Patching shall consist of removal of chip seal or asphalt and underlying material to a depth of 6", compacting sub grade and placing and compacting asphalt concrete in two three-inch thick lifts to fill the void.

39-2.3        Type 3 Patching:

Type 3 Patching shall consist of removal of asphalt and underlying material to a depth of 12", compacting sub grade and filling the void with 8" of Class 2 base, compacted to 95% and a 4" single deep lift of asphalt concrete.

39-2.4        Type 4 Patching:

Type 4 Patching shall consist of removal of chip seal or asphalt and underlying material to a depth of 19", placing soil stabilization fabric on compacted sub grade, placing 8" thick lift of 1 1/2" drain rock, placing filter fabric on top of drain rock, placing 8" of Class 2 base and compacted to 95 % placing a 3" thick single lift of asphalt concrete.

39-2.5        Curing Time:

Asphalt used for patching and road widening shall cure for a minimum of 24 hours before the subsequent overlay shall be applied.

39-2.6        Removal of Unsuitable Material:

Broken asphalt and unsuitable material excavated from patched areas shall be removed from the job site and disposed of at the Contractor's expense.

39-2.7        Measurement and Payment:

Patching shall be paid for by the square foot price for the type of patching designated and the square footage designated by the Engineer in the field for each type. Payment shall include all labor, equipment and

materials to excavate unsuitable material and remove it from the job site and place and compact asphalt, base, drain rock and fabric as specified in the specifications and directed by the Engineer.

**SECTION 88 - ENGINEERING FABRICS**

88-1            Pavement Reinforcement Fabric:

Pavement reinforcement fabric shall conform to Section 88-1.02 of the Standard Specifications, shall weigh 3 to 4 ounces per square yard and shall be 95 mil thick.

88-1.1            Payment:

Pavement reinforcing fabric shall be considered as included in the price paid for asphalt overlay with Petromat and no additional compensation will be allowed therefore.

88-2            Filter Fabric:

Filter fabric shall conform to Section 88-1.03 of the Standard Specifications as designated for under drains.

88-2.1            Payment:

Payment for Soil Stabilization Fabric shall be included in the price for Type 4 Patch and no additional compensation shall be allowed therefore.

88-3            Soil Stabilization Fabric:

Soil Stabilization Fabric shall meet the following minimum specification:

Property	Test Method	Minimum Roll Average Value
Grab Tensile, lbs.	ASTM-D-4632	300
Grab Elongation %	ASTM-D-4632	15
Mullen Burst, psi	ASTM-D-3786	600
Puncture, lbs.	ASTM-D-4833	120
Trapezoida/Tear, lbs.	ASTM-D-4533	120
UV Resistance % SR/hrs.	ASTM-D-4355	70/500
AOS, US Sieve	ASTM-D-4751	40
Permittivity, 1/sec	ASTM-D-4491	.02
gal/min/ft <sup>2</sup>		2

88-3.1            Payment:

Payment for Soil Stabilization Fabric shall be included in the price for Type 4 Patch and no additional compensation shall be allowed therefore.

**BID TO THE BOARD OF SUPERVISORS**

**COUNTY OF MONTEREY**

**STATE OF CALIFORNIA**

**for**

**ANNUAL MAINTENANCE AND REPAIR OF PARK ROADWAYS**

**at**

**LAGUNA SECA RECREATION AREA**

**CALENDAR YEAR 2013**

**BID NO. 10407**

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

PLACE OF RESIDENCE: \_\_\_\_\_

DATED: \_\_\_\_\_

BID FORM

TO: Monterey County Board of Supervisors, Administration Building, 168 W. Alisal Street, First Floor, Salinas, California 93901

1. Pursuant to and in compliance with your Notice to Contractors and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO 10407 for calendar year 2013 (January 1, 2013 through December 31, 2013)

All in strict conformity with the drawings and specifications and other contract documents, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the Office of the Monterey County Department of Parks for the unit prices listed below:

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE (in figures)	TOTAL (in figures)
1.	15,000	Sq.Ft.	2" A.C. Overlay	\$	\$
2.	45,000	Sq.Ft.	2" A.C. Overlay with Petromat	\$	\$
3.	10,000	Sq.Ft.	Type 1, 4" Deep Patch	\$	\$
4.	3,000	Sq.Ft.	Type 2, 6" Deep Patch	\$	\$
5.	4,500	Sq.Ft.	Type 3, 12" Deep Patch	\$	\$
6.	4,500	Sq.Ft.	Type 4, 19" Deep Patch	\$	\$
7.	9,000	Sq.Ft.	Cold Plane AC (1" wedge grind)	\$	\$
8.	30,000	Linear Ft.	Road Striping	\$	\$
TOTAL BASE BID					\$

2. It is understood that the County reserves the right to reject this bid and to waive any irregularities or informalities in any other bids or in the bidding, and that this bids shall remain open and not be withdrawn for the period specified in the Notice to Contractors.
3. Attached hereto are:
  - A. Affidavit Concerning Employment of Undocumented Aliens
  - B. Designation of Sub-Contractors
  - C. Noncollusion Affidavit
  - D. Contractor's Certification of Good Faith Effort to Hire Monterey County Residents
  - E. The Required Bid Security
4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the County a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the County the Performance Bond and Payment Bond for Public Works as specified, all with ten (10) working days after receipt of notification of award, and

that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the County's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.

5. Notice of acceptance or requests for additional information should be addressed to the undersigned at the following address:
6. The names of all persons interested in the foregoing proposal as principals are as follows:

\_\_\_\_\_

**(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)**

7. Contractor declares that he is licensed in accordance with the State Contractors' License Law providing for the registration of contractors, license classification "A" or "C-12".  
License No.: \_\_\_\_\_, Expiration Date: \_\_\_\_\_
8. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within ten (10) calendar days from the date of receiving the Notice of Intent to Award Contract, the County may declare the Bidder's bid deposit or bond forfeited as damages.
9. Pursuant to Section 7103(b) of the Public Contract Code, in submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

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

\_\_\_\_\_ Proper Name of Bidder

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his/her signature shall be placed above.

Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Telephone: \_\_\_\_\_

**AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS**  
**TO BE SUBMITTED WITH BID**

(Public Contract Code Section 6101)

State of California )  
 ) ss.

County of \_\_\_\_\_)

Public Contract Code Section 6101 provides that,

"No state agency or department, as defined in [Public Contract Code] Section 10357, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens."

\_\_\_\_\_, being first duly sworn, deposes and says (1) that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid; and (2) that the party making the foregoing bid has not, within the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Dated: \_\_\_\_\_  
Bidder's Business Name

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
and Title: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_,  
State of California

My commission expires on \_\_\_\_\_.

[Notary Stamp]

Rev: 11/94

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing at Section 41], Part 1, Division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

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

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

Portion of Work	Location and Place of Business
-----------------	--------------------------------


No Subcontractor

\_\_\_\_\_ Proper Name of Bidder

By \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

State of California    ) ss.  
County of Monterey   )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Bidders business name

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

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

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

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_,  
\_\_\_\_\_, State of California.

My commission expires \_\_\_\_\_.  
[Notary Stamp]



**CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE  
MONTEREY BAY AREA RESIDENTS  
(Monterey County Code section 5.08.120)**

TO BE EXECUTED AND SUBMITTED WITH BID

I certify that I am aware of the provisions of Monterey County Code section 5.08.120. Monterey County Code section 5.08.120 provides, in relevant part:

"B. **General Provisions.** Unless such a provision would conflict with a state or federal law or regulation applicable to a particular contract for public works of improvements, all County contracts for public works or improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for one (1) year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

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

"D. **Binding on Subcontractors.** Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or material men relating to the project the requirement that the subcontractor promises to make a good-faith effort to hire qualified individuals who are, and have been for a least one (1) year prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with its promise to contractor, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification."

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

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

- CERTIFY that I will make a good-faith effort to hire qualified individuals who, to the best of my knowledge, are and have been for one (1) year prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of Monterey Bay Area residents. Evidence of my good-faith effort will be as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):
  
- CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local hiring provisions set forth in Monterey County Code section 5.08.120.

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

\_\_\_\_\_

Bidder's business name

By \_\_\_\_\_

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

Print Title \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as

Principal, and \_\_\_\_\_ as

Surety, are held and firmly bound unto the COUNTY OF MONTEREY, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said County for the work described below 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 whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 2013, for

Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO. 10407 for Calendar year 2013 (January 1, 2013 through December 31, 2013).

NOW THEREFOR, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, with five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in the said bid and the amount for which the County may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the County in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise 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.

In the event 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 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 \_\_\_\_\_, 2013, 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 \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

**BID NO. 10407**  
**CONTRACT FOR PUBLIC WORK**  
**COUNTY OF MONTEREY**  
**STATE OF CALIFORNIA**

THIS AGREEMENT, made in the County of Monterey, State of California, by and between the COUNTY OF MONTEREY, hereinafter called the County, and \_\_\_\_\_ Construction, hereinafter called the Contractor,

WITNESSETH that the County and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following-titled project:

Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO. 10407  
for Calendar year 2013 (January 1, 2013 through December 31, 2013)

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. This contract is for annual repairs for the calendar year 2013 during which the Contractor will be called upon to complete incremental portions of the work as directed at various times during 2013.

The Contractor shall begin each increment of work within 10 working days of notification from the Engineer and shall perform the work on a continuing basis until complete. The term of this Agreement is January 1, 2013 through December 31, 2013.

ARTICLE 3 - CONTRACT PRICE. The County intends to release incremental contract Purchase Orders up to the amount of \$150,000 during the life of the contract which ends December 31, 2013. The County agrees to pay all approved invoices submitted as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents based on the following Item Prices for the items of work completed

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE (in figures)
1.	15,000	Sq.Ft.	2" A.C. Overlay	\$ sq. ft.
2.	45,000	Sq.Ft.	2" A.C. Overlay with Petromat	\$ sq. ft.
3.	10,000	Sq.Ft.	Type 1, 4" deep patch	\$ sq. ft.
4.	3,000	Sq.Ft.	Type 2, 6" deep patch	\$ sq. ft.
5.	4,500	Sq.Ft.	Type 3, 12" deep patch	\$ sq. ft.
6.	4,500	Sq.Ft.	Type 4, 19" deep patch	\$ sq. ft.
7.	9,000	Sq.Ft.	Cold Plane AC (1" wedge grind)	\$ sq. ft.
8.	30,000	Linear Ft.	Road Striping	\$ sq. ft.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Contractors

- Bid, as accepted
- Designation of Subcontractors
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Agreement
- Performance Bond
- Payment Bond for Public Works
- Standard Specifications of the State of California
- Special Provisions
- Addenda No.
- Drawings
- Affidavit Concerning Employment of Undocumented Aliens
- Noncollusion Affidavit

ALL of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

ARTICLE 5 - PRECONDITION BONDS. Within 10 working days of notification of award by County, and as a precondition to the issuance of a Notice to Proceed, Contractor shall submit to County a Performance Bond and Payment Bond for Public Works as specified in the bid, said bonds being required components of this contract.

ARTICLE 6 - NOTICE. Notice under this contract shall be sent to the parties at the addresses as set forth below. Notice shall be deemed effective upon delivery if personally delivered, upon transmission if sent by facsimile, and on the third day after mailing.

County:  
Monterey County Parks Department  
Salinas, CA 93915  
Phone: (831) 755-4895  
Fax: (831) 755-4914

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties.

CONTRACTOR:

COUNTY:

\_\_\_\_\_  
Contractor's Business Name

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

By \_\_\_\_\_

Title: Chair, Monterey County Board of Supervisors

\_\_\_\_\_  
Name and Title  
Dated: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Deputy County Counsel

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

\_\_\_\_\_  
Gary Giboney, Auditor-Controller

\_\_\_\_\_  
Mike Derr, Contractors and Purchasing Manager

\_\_\_\_\_  
Steve S. Mauck, Risk Manager

Instructions: If Contractor is an artificial legal entity, including but not limited to a corporation, limited liability corporation, non-profit corporation, or other company, the full legal name of the entity shall be set forth together with the signatures and titles of the to statutorily specified officers (i.e., one of each: [a] President/Vice President or Chairman, and [b] Secretary/Treasurer or Financial Officer). If Contractor is a partnership or trust, the name of the partnership or trust shall be set forth together with the signature and capacity of the signer (i.e., Partner/Trustee) who has actual authority to execute the Agreement on behalf of the Partnership or Trust. In all cases, additional documentation may be required to substantiate authority of the signing party. If Contractor is contracting in an individual capacity, the individual shall set forth his d.b.a. name, if any, and shall personally sign the Agreement.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is:

Contractors' State License Board  
P.O. Box 26000  
Sacramento, CA 95826  
(Business and Professions Code, Section 7030)

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
  
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

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

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the County of Monterey, (hereinafter designated as "Public Entity") on \_\_\_\_\_, 2013, has awarded \_\_\_\_\_

hereinafter designated as the "Principal," a contract for the work described as follows:

Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO. 10407 for Calendar year 2013 (January 1, 2013 through December 31, 2013).

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we, the Principal and \_\_\_\_\_

as Surety, are held and firmly bound unto the Public Entity in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum 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 above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things strand to and abide by and well and truly keep and perform, the covenants conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their 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 shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

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

In the event 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 court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Attach required acknowledgments)

\_\_\_\_\_  
Principal  
by \_\_\_\_\_

\_\_\_\_\_  
Surety  
by \_\_\_\_\_  
Attorney-in-Fact

**PAYMENT BOND FOR PUBLIC WORKS**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the County of Monterey, (hereinafter designated as "Public Entity") on \_\_\_\_\_, 2013, has awarded \_\_\_\_\_, (hereinafter designated as the "Principal") a contract for the work described as follows:

Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO 10407 for Calendar year 2013 (January 1, 2013 through December 31, 2013).

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Public Entity in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to such work and labor the survey or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, court costs, expert witness fees and investigation expenses.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond and that this bond be construed most strongly against the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal  
by \_\_\_\_\_

(Attach required acknowledgments)

\_\_\_\_\_  
Surety  
by \_\_\_\_\_  
Attorney-in-Fact