

# Attachment A

**MONTEREY COUNTY**

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

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK OVERLAY**

**County Project No.: 8498**



**BOARD OF SUPERVISORS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA**

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**DEPARTMENT OF PUBLIC WORKS  
FACILITIES AND PARKS**

Randy Ishii, Director

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK OVERLAY  
Project No.: 8498**

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2018, THE STANDARD PLANS 2018, INCLUDING THE REVISED STANDARD PLANS REVISED STANDARD SPECIFICATIONS DATED 10-15-2021 AS INDICATED HEREIN; 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.

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

By: BRIAN BRIGGS  
Deputy County Counsel  
Date: \_\_\_\_\_

By: DANIELLE MANCUSO  
Risk Manager  
Date: \_\_\_\_\_

By: GARY GIBONEY  
Chief Deputy Auditor Controller  
Date: \_\_\_\_\_

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

**ARCHITECT AND PRIME CONSULTANT**

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**CIVIL ENGINEER**

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**STRUCTURAL ENGINEER**

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*Shawn Cullers, SE* *Date* *Seal*  
*Cornerstone Structural Engineering Group, Inc.*

**PAVEMENT DESIGN ENGINEER**

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*Advanced Materials Services, LLC*

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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 COUNTY OF MONTEREY, 168 WEST ALISAL STREET, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 3:00 p.m., on June 3, 2022, for the:

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK REPAVING**

**Project No.: 8498**

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

The County of Monterey (County) – Department of Public Works, Facilities and Parks proposes to replace the existing Start-Finish pedestrian bridge and repave the existing racetrack. The Start-Finish Bridge work generally consists of demolition of the existing Start-Finish bridge, starter's platform, columns and footings; and construction of two prefabricated pedestrian bridge segments and concrete bridge footings and abutments; a starter's stand; concrete pedestrian walkways, ramps and stairs; railings and fencing; retaining walls; earthwork and drainage improvements; and utility relocations. The racetrack repaving work generally consists of micro milling and cold planing of AC pavement; HMA patching and paving; overlaying with specialty race track HMA mix; construction of HMA shoulders; chip sealing shoulder areas; reconstruction of race track kerbs; shoulder grading; drainage improvements; and other miscellaneous construction. The Engineer's Estimate for the construction cost is approximately \$9,725,000.

**A Mandatory Pre-Bid Meeting will be held on May 20, 2022 at 10:00 a.m. at Laguna Seca Recreation Area. For details email Juan Mesa at MesaJ@co.monterey.ca.us or call (831) 755-8960. A qualified representative of the bidder's firm must attend at the stated time and place. Failure to attend will be cause for rejection of bid. Any bid received from a bidder who did not fully attend the mandatory pre-bid meeting will be returned unopened. "Fully attend" means attending the entire meeting from start to finish; late arrivals and early departures may be cause for rejection of the bid.**

**Bidders' attention is directed to Appendix II regarding submittal of racetrack paving experience requirements.**

**Bidder's attention is directed to Section 8 regarding submittal of a Critical Path Method Schedule as part of their bid.**

The Bidder must have a valid Class A license at the time of bid opening.

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: <http://www.co.monterey.ca.us/publicworks/bids.htm>. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to Section 5.08.120 of the Monterey County Code, all contractors and subcontractors providing work, laborers, or materialmen on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Department of Public Works, 1441 Schilling Place, 2<sup>ND</sup> Floor, Salinas, CA 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to 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 Section 4104 of the Public Contract Code, 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 Section 7029.1 of the Business and Professional Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

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

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

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

Date: May 10, 2022

RANDY ISHII, MS, PE, TE, PTOE  
DIRECTOR  
DEPARTMENT OF PUBLIC WORKS, FACILITIES  
AND PARKS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA



DEPARTMENT OF PUBLIC WORKS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

**SPECIAL PROVISIONS**

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK OVERLAY  
County Project No.: 8498**

**STANDARD PLANS LIST**

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are available at the following website:

<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>.

**ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND**

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

**EXCAVATION AND BACKFILL**

<b>A62A</b>	<b>Excavation and Backfill - Miscellaneous Details</b>
<b>A62C</b>	<b>Limits of Payment for Excavation and Backfill - Bridge</b>

**FENCES**

<b>A86</b>	<b>Barbed Wire and Wire Mesh Fences</b>
<b>A86A</b>	<b>Barbed Wire and Wire Mesh Fence Detail on Sharp Break in Grade</b>
<b>A86B</b>	<b>Barbed Wire and Wire Mesh Fence Details</b>
<b>A86D</b>	<b>Barbed Wire and Wire Mesh Fence - Miscellaneous Details</b>
<b>D77B</b>	<b>Grate Details No. 2</b>
<b>D98D</b>	<b>Slotted Plastic Pipe Drain Details</b>

**TEMPORARY WATER POLLUTION CONTROL**

<b>T51</b>	<b>Temporary Water Pollution Control Details (Temporary Silt Fence)</b>
<b>T56</b>	<b>Temporary Water Pollution Control Details (Temporary Fiber Roll)</b>
<b>T58</b>	<b>Temporary Water Pollution Control Details (Temporary Construction Entrance)</b>
<b>T59</b>	<b>Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)</b>

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the Standard Specifications. A main-section heading is a heading shown in the table of contents of the Standard Specifications.

Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.



DIVISION I GENERAL PROVISIONS

1 GENERAL

Replace Reserved in Section 1-1.03 with:

1-1.03 SPECIFICATIONS AND PLANS:

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

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

The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications. Revisions to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revision shall take precedence over and be used in lieu of the conflicting portions.

1-1.03A INTERPRETATION OF STANDARD SPECIFICATIONS:

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1-1.07, "Definitions," of the Standard Specifications and these Special Provisions:

Add to section 1-1.07B:

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

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



work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents. A certification form relating to compliance with Section 5.08.120 is furnished with the bid documents. You must complete the certification form and submit the certification form with the sealed bid. The Monterey County Board of Supervisors may deem your bid non-responsive for failure to abide by the good-faith local hiring provisions of Section 5.08.120.

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

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

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

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

The Contractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classifications, hours worked, proof of journeyman or apprenticeship status, per diem wages and benefits of each person employed by the contractor, the contractor's subcontractors on the project, including full-time, part-time, permanent and temporary employees, and make sure records are available to the County with submission of final certified payroll records prior to final payment.

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

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

Contractors and subcontractors are referred to the provisions of MCC Section 5.08.120 and the rules, regulations, and procedures adopted to implement Section 5.08.120, which are online at:

[https://library.municode.com/ca/monterey\\_county/codes/code\\_of\\_ordinances?nodeId=TIT5REFI\\_CH5.08BI\\_5.08.120LOEMUBWOCO](https://library.municode.com/ca/monterey_county/codes/code_of_ordinances?nodeId=TIT5REFI_CH5.08BI_5.08.120LOEMUBWOCO)

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

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
Included in the <i>Information Handout</i>	1. Project Geotechnical Report 2. Engineer's Schedule Estimate

**Replace section 2-1.07 with:**

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

The submission of a bid must 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 must 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 must be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

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

**Add to section 2-1.10:**

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

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

^^

### **3 CONTRACT AWARD AND EXECUTION**

**Replace section 3-1.04 with:**

Bidders who wish to lodge a protest as to the award of the bid must do so before 5:00 p.m. of the fifth business day following the notice of intent to award the contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS TO THE ATTENTION OF THE PROJECT MANAGER, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager’s E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor’s grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

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

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed. In determining the lowest “responsible” Bidder, consideration will be given to the general competency of Bidder in regards to the work covered by the bid.

The contract must be executed by the successful bidder and must be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within ten calendar (10) days after the bidder has received the contract for execution. Failure to do so will be just cause for forfeiture of the bid guaranty. The executed contract documents must be delivered to the following address: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901.

**Replace No. 2 in the 1st paragraph in section 3-1.05 with:**

- 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.

^^

### **5 CONTROL OF WORK**

**Replace section 5-1.26 with:**

**5-1.26 CONSTRUCTION SURVEYS**

**5-1.26A Summary**

Section 5-1.26 includes specifications for furnishing and setting construction stakes and markers to establish the lines and grades required for the completion of the work and as necessary for the Engineer to check lines, grades, alignment and elevations.

You must perform construction surveying and staking as necessary to control the work. Perform surveys and furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section.

You must follow all procedures, methods, and typical stake markings under Chapter 12, Construction Surveys, of the Caltrans publication "Surveys Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445-3520.

**5-1.26B Existing Data**

Review and verify the existing horizontal and vertical controls within two (2) weeks of Notice to Proceed, and prior to the start of work.

Review all record documents provided by the County within two (2) weeks of Notice to Proceed, and prior to the start of work.

Site data given herein and on the Drawings are as exact as could be secured, but their absolute accuracy cannot be guaranteed. Exact locations, distances, elevations, etc., shall finally be governed by field conditions and the Engineer's direction.

In the event there is any conflict between actual conditions and the Drawings, notify the Engineer immediately and do not proceed with the work until directed by the Engineer.

**5-1.26C Pre-Construction and Post-Construction Racetrack Surveys**

Perform pre-construction and post-construction surveys of the Racetrack Operating Area (defined as the area between the concrete barriers on either side of the racetrack). The surveys shall consist of cross-sections of the racetrack at 50 foot maximum intervals in areas of consistent line and grade, and at 25 foot maximum intervals through horizontal or vertical curves.

The surveys shall locate the Racetrack, Pit In, Pit Out, Hot Pit and Cold Pit, and permanent features between the racetrack and the concrete barriers. At a minimum this includes the track centerline, pavement edge lines and other pavement markings, edges of pavement, kerbs, dikes, paved shoulders, drainage elements, fences, gravel beds, and the concrete barriers.

The surveys shall provide an accurate representation of the racetrack and pit lane centerline and edge lines to within 0.03 feet (0.01 meters) vertically.

The pre-construction survey will be used to define the existing "track character" and identify if any profile corrections are needed. The post-construction survey will be used to confirm that the completed track does not vary from the planned track grade by more than 0.05 feet.

**5-1.26C(1) Submittals**

For each survey, submit a racetrack plan and profile in both Adobe PDF and AutoCAD DWG formats. The profiles shall be along the racetrack centerline and shall show the racetrack centerline elevation and the projected edge line elevations of the racetrack, Pit In, Pit Out, Hot Pit and Cold Pit. The map and profile shall be at a maximum scale of 1" = 50' horizontal and 1" = 10' vertical.

**5-1.26D Construction Staking**

**5-1.26D(1) Submittals**

You must submit all computations necessary to establish the exact position of the work from control points. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computation, notes and other records must be furnished to the Engineer before beginning work that requires their use.

Upon completion of construction staking and before acceptance of the contract, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the County of Monterey.

**5-1.26D(2) Construction**

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

**5-1.26E Payment**

The Department pays you for construction surveying as follows:

1. A total of 90 percent of the various surveying bid items over the life of the work.
2. A total of 100 percent of the item totals upon submission of final computations, notes, CAD files, and other data.

**Replace section 5-1.32 with:**

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

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

The Contractor shall obtain an encroachment permit prior to occupying County owned property or right-of-way outside the contract limits.

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

The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him/her/it within the Contract limits.

^^

**6 CONTROL OF MATERIALS**

**Add to section 6-1.03 of the RSS:**

**6-1.03B Submittals**

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

Not Used

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

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

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

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the



Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The analytical test results must demonstrate that the local material:

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

**6-1.03C Local Material Management**

Do not place local material until authorized.

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

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

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

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

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

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable

95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, and (3) is not contaminated with the other constituents of concern identified in the local material plan in excess of these constituents' respective San Francisco Bay RWQCB commercial/industrial environmental screening levels or recognized naturally occurring background concentrations in the job site area.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results and 95 percent upper confidence limits to hazardous waste concentration thresholds and the applicable San Francisco Bay RWQCB environmental screening levels (ESLs) given in direct exposure human health risk levels (Table S-1), commercial/industrial: Shallow soil exposure, under ESL Summary tables (Feb. 2016, Rev 3) found at:

[http://www.waterboards.ca.gov/sanfranciscobay/water\\_issues/programs/esl.shtml](http://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/esl.shtml)

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

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

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

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

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

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

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

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

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

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is not contaminated with local material plan-identified constituents of concern at average concentrations (95% upper confidence limits) in excess of their respective commercial/industrial San Francisco Bay RWQCB environmental screening levels ESLs or recognized naturally occurring background concentrations in the job site area.

**6-1.03C Local Material Management**

Do not place local material until authorized.

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

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

**Add to section 6-1:**

**6-1.06 BUY CLEAN CALIFORNIA ACT**

**6-1.06A General**

The following materials or products are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar	Section 52-1.02B, "Bar Reinforcement"
Structural steel	Section 55-1.02D(1), "General," – Structural Steel table or Section 99, "Building Construction"
Flat glass	Section 99, "Building Construction"
Mineral wool board insulation	Section 99, "Building Construction"

For product category rules and North America program operators for applicable materials or products, go to the METS website.

For projects with bid opening dates after November 30, 2018, through November 30, 2019, the Department collects existing environmental product declarations for materials or products subject to the Buy Clean California Act.

**6-1.06B Definitions**

**environmental product declaration:** Independently verified document created and verified in accordance with International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

**product category rule:** Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

**product stage:** Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

**program operator:** Independent agency that supervises and confirms the full environmental product declaration development process in accordance with ISO 14025.



**Add to section 7-1.06D(2):**

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 must be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, design consultants, and employees as additional insured's in the form approved by the County of Monterey must 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 will 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 must 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 must, 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 must be issued by a company or companies authorized to transact business in the State of California and must 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 will not be construed to relieve the Contractor for liability in excess of such coverage, nor will it preclude the State of California or County of Monterey from taking such other actions as are available to them under any other provision of this contract (except retention of money due to the Contractor) or otherwise in law.

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

Prior to the execution of the Contract by the County, Contractor must file certificates of insurance with the County Contracts/Purchasing Department and with the County Director of Public Works, showing that the Contractor has in effect the insurance required by this Contract. The Contractor must 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 will in no way modify or change the indemnification clause in this Contract, which will continue in full force and effect.

^^

## 8 PROSECUTION AND PROGRESS

### Replace section 8-1.02 with:

**Bidders must furnish a Level 2 Critical Path Method Schedule with their Bid.** The schedule software must be Microsoft Project 2010. The Engineer's Schedule Estimate is included as Supplemental Project Information.

It is the intent of Monterey County to award the contract on or before July 26, 2022. The Contractor shall submit bonds or alternative security, and evidence of insurance within seven (7) calendar days after opening of the bids so the documents can be processed for award of the contract by the Board of Supervisors on July 26, 2022. A Notice to Proceed shall be issued within 14 calendar days after award by the Board of Supervisors.

During construction, submit a weekly updated schedule that includes the status of work completed to date and the work yet to be performed as planned. You may include changes to updated schedules that do not alter a critical path or extend the scheduled completion date compared to the current schedule.

**The work area will be made available to the Contractor from November 1, 2022 at 7:00 a.m. until May 24, 2023 at 6:00 p.m. (205 calendar days). Work hours shall be limited to 7:00 a.m. to 6:00 p.m., Monday through Friday. Extended work hours may be arranged with the Engineer. Staging of materials and equipment on-site may begin prior to November 1, 2022 upon approval of the Engineer. Coordinate the schedule and locations for staging and storage with the Engineer.**

**All work shall be completed and the racetrack prepared for race activities by 6:00 p.m. on May 24, 2023, in accordance with "Race Track Reopening Requirements" of these special provisions.**

The Contractor shall allow for concurrent work by Others during the construction period. Work to be performed by Others during the Construction Period includes, but is not necessarily limited to, the following:

1. Relocation of Joint Utility Pole – Contractor shall coordinate schedule for pole relocation with PG&E.
2. Timing loop installation – Contractor shall coordinate schedule for timing loop installation. Contractor shall allow at least 5 weekdays (Monday to Friday) for the work, beginning 7 calendar days after completion of racetrack repaving.
3. Low voltage system – Contractor shall coordinate schedule with County's low voltage contractor. Contractor shall allow at least 5 weekdays (Monday to Friday), prior to demolition, for removal of existing system infrastructure (demolition), and at least 20 weekdays (Monday to Friday) for installation and testing of low voltage system infrastructure near the end of the construction period.
4. Racetrack striping and marking – Contractor shall coordinate schedule for racetrack striping and marking. Contractor shall allow at least 10 weekdays (Monday to Friday) for the work, beginning 7 calendar days after completion of racetrack repaving.
5. Kerb painting – Contractor shall coordinate schedule for kerb painting. Contractor shall allow at least 3 weekdays (Monday to Friday), beginning 14 calendar days after completion of kerb construction.

### Replace the 1st paragraph in section 8-1.03:

A pre-construction conference will be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901, where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, specifications, existing

conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference must include all major superintendents for the work and may include major subcontractors.

**Replace Reserved in section 8-1.04A with:**

The work must be diligently prosecuted to completion on or before May 24, 2023.

**Add to the end of section 8-1.10C:**

Liquidated damages for not completing the Project on or before May 24, 2023 are **\$10,000 per calendar day** for each and every calendar day delay in finishing the work in excess of the number of calendar days prescribed above. **In addition to liquidated damages, work within the Racetrack Operating Area (defined as the area between and including the concrete barriers on either side of the racetrack) after May 24, 2023 will require the Contractor to rent the racetrack from the racetrack operator (A&D Narigi) at the standard track rental rate in effect at the time of track rental.**

The 2022 daily track rental rates are as follows:

November to April:	\$7,200 per day Monday – Thursday \$9,400 per day Friday - Sunday
May to October:	\$14,400 per day Monday – Thursday \$15,700 per day Friday - Sunday

The above rates are provided for reference only. The 2023 standard track rental rates may higher than the 2022 rates.

**Track rental days after May 24, 2023 are limited and will be scheduled at the convenience of the track operator based on availability.**

^^

**9 PAYMENT**

**Add to the end of section 9-1.03:**

**9-1.03A Prompt Payment of Funds Withheld to Subcontractors:**

No retainage will be held by the agency 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 Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Federal law (49CFR26.29) requires that any delay or postponement of payment over the thirty (30) days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision will subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. 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.

This provision applies to both DBE and non-DBE subcontractors. Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.



**9-1.03B PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors

**Replace section 9-1.16A with:**

**9-1.16A PROGRESS PAYMENTS:**

**9-1.16A(1) General**

The County pays you based on Engineer-prepared monthly progress estimates. Each estimate reflects:

1. Total work completed during the pay period
2. Change order bills if:
  - 2.1. Submitted by the 15th day of a month
  - 2.2. Approved by the 20th day of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims
8. Payment adjustments

Submit certification stating the work complies with the QC procedures. The Engineer does not process a progress estimate without a signed certification.

**9-1.16A(2) Applications for Payment**

The Engineer prepares monthly progress payment estimates. The Contractor must submit to the Engineer a written request (before the 10th day of the month) which authorizes the Engineer to prepare the monthly

progress payment estimates for all remaining payments due under the Contract. The County, once in each month, must cause an estimate in writing to be made by the Engineer, and the Contractor's signature approving the progress payment estimate will be considered to be "receipt of an undisputed and properly submitted payment request" from the Contractor under Section 20104.50 of the California Public Contract Code, and the County must make payment to the Contractor within 30 days after such receipt. Under the procedure described above, progress pay estimates prepared by the Engineer must include the following:

Contractor's Verification: Contractor has carefully reviewed this entire document and hereby attests that the quantities and amounts stated herein accurately represent the total work that has been performed in compliance with the Contract Documents. Contractor will pay any released retainage to Subcontractor due to accepted complete work of the Subcontractors portion of the work within 30 days of receipt of payment as required under 49 CFR Part 26 sub section 26.29(b)(3).

**9-1.16A(3) Prompt Payment to Subcontractors**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. A prime contractor or subcontractor must pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 will subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement will not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**Add to the end of section 9-1.16A:**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. A prime contractor or subcontractor must pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 will subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement will not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**Replace section 9-1.22 with:**

**9-1.22 ARBITRATION:**

- A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):
  - 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
  - 1b. This article will not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).

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

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

1. The claim must 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 must 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 must 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, must 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 must 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 must 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, must 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 must 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 must be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contract Code Section 20104.4):  
The following procedures are established for all civil actions filed to resolve claims subject to this article:



**Add to section 10-6:**

There is a water supply source onsite, which may be used; however, Monterey County does not guarantee its adequacy and the Contractor assumes full responsibility for its adequacy and use.

^^

**12 TEMPORARY TRAFFIC CONTROL**

Do not perform work that would require a closure.

^^

**13 WATER POLLUTION CONTROL**

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

This project's risk level is 2.

**Add after the 1st paragraph of section 13-4.03B(1):**

Before starting construction activities, prepare an emergency response and cleanup plan for review and approval by the County. You must implement the plan during construction. The plan must detail the methods to contain and clean up spill of petroleum products or other hazardous materials in the work area.

**Add to section 13-4.01A:**

The construction contractor must water all active construction sites as least twice daily. Frequency shall be based on the type of operation, soil, and wind exposure.

Prohibit all grading activities during periods of high wind (over 15 mph).

Haul trucks must maintain at least 2 ft of freeboard above ground surface.

The construction contractor must cover all trucks hauling dirt, sand, or loose materials.

Limit the area under construction at any one time.

^^

**14 ENVIRONMENTAL STEWARDSHIP**

**Replace item 1 in 1st paragraph of section 14-2.03A:**

- 1. Stop all work within a 165-foot radius of the discovery.

**Add Item 4 to the 1st paragraph of section 14-2.03A:**

- 4. If human remains or paleontological resources are discovered on-site during construction, halt all work, and no further disturbance can occur until the County Coroner can evaluate them.

^^

**DIVISION III EARTHWORK AND LANDSCAPE**

## 19 EARTHWORK

### Add to the numbered list in section 19-2.04:

4. The volume of sediment removed from the track shoulder from Turn 10 to Turn 11 is measured in the field by the Engineer.
5. The volume of chip seal dig-out repair is the area marked in the field by the Engineer, multiplied by the dig-out depth ordered by the Engineer.
6. The volume of excavation required for HMA shoulder construction, gravel trap grading, and grading within 12' of the edge of pavement, is paid for as Roadway Excavation. The quantity shown on the Bid Item List is the quantity paid for.

### Add to the end of section 19-3.01A:

Soft and loose, saturated native soil deposits may be encountered at the bottom of the footing excavation. Working conditions may become difficult and equipment used at the bottom of the excavation may lose mobility, etc. Minimize the disturbance of sensitive deposits or mitigate existing soft ground conditions by constructing a working platform at the bottom of the excavation. Payment for the work platform is included in the type of structure excavation involved.

## DIVISION V SURFACINGS AND PAVEMENTS

### 36 GENERAL

### Add to section 36-3.01A:

Pavement smoothness and micro-milling of the Race Track and Pit Road must comply with “Weathertech Raceway Laguna Seca Specifications for Asphalt Paving” by Advanced Materials Services, LLC, which is included as **Appendix II** to these special provisions.

**Submit with your bid your qualifications to perform this work (see Appendix III).**

### 39 ASPHALT CONCRETE

### Replace section 39-2.01C(3)(c) with:

#### 39-2.01C(3)(c) Prime Coat

Apply a slow-setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal/sq yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces.

### Replace *Reserved* in section 39-2.02B(3) with:

Except for track paving, the grade of asphalt binder for Type A HMA must be PG 64-10.

For track paving, see “Weathertech Raceway Laguna Seca Specifications for Asphalt Paving” by Advanced Materials Services, LLC, which is included as **Appendix II** to these special provisions.

### Replace section 39-2.02A(3)(c) with:

Do not use RAP.



## **45-2.01C Submittals**

### **45-2.01C(1) General**

The manufacturer of the bridge must submit a certificate of compliance certifying the components and fabrication of the bridge comply with the Contract.

### **45-2.01C(2) Shop Drawings**

Submit shop drawings with the design calculations for the bridge to the Engineer. Allow 21 days for the Engineer's review. Submit 7 copies of the shop drawings and 7 copies of design calculations for the initial review. After review, submit 7 copies to the Engineer for final authorization and use during construction. Shop drawings and calculations must be sealed and signed by the bridge manufacturer's engineer who is registered as a civil or structural engineer in the State of California.

The shop drawings must include:

1. Layout drawing of the entire structure
2. Member dimensions and location
3. Match-marking diagrams
4. Connection details of the bridge members
5. Identification of tension members and fracture critical members
6. Connection details of the bridge rail to the bridge
7. Details of approach railing on top of wing walls
8. General notes and a list of appropriate Caltrans design standards

The design calculations must include:

1. All AASHTO LRFD checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.)
2. Checks for critical connection failure modes for each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.). Special attention must be given to all welded tube on tube connections.
3. All bolted splice connections.
4. Main truss deflections check.
5. U-Frame stiffness checks (used to determine K factors for out of plane buckling of the top chord).
6. Deck design
7. Seismic design in accordance with these project special provisions.
8. Checks for wind in vertical and lateral directions.
9. Calculations of the bridge rail and approach rail satisfying AASHTO LRFD Bridge Design Specifications, Section 13.

### **45-2.01C(3) Erection Plan**

Submit an erection plan for the bridge for methods, equipment, and personnel to be used.

The erection plan must include:

1. Details of erection activities, including schedule
2. Methods and sequences of erection, including equipment
3. Details for the stability of the bridge during all stages of erection activities
4. Name of the bridge manufacturer's representative that will be present during erection activities
5. Provisions for complying with current Cal/OSHA requirements

Submit the erection plan with the shop drawing submittal.

### **45-2.01C(4) Welding Quality Control Plan**

Submit a welding quality control plan for the bridge. The welding quality control plan must include:

1. Welder certifications in compliance with AWS standard qualification tests. Welders must have 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.



2. Welding and weld procedure qualification tests must conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", latest edition. Filler metal must be in accordance with the applicable AWS Filler Metal Specification.

#### **45-2.01D Quality Assurance**

##### **45-2.01D(1) General**

The manufacturer of the prefabricated modular steel truss bridge must be certified under (1) the AISC certification program in at least one category as a Certified Bridge Fabricator or (2) ISO 9001 for the fabrication of structural steel products.

##### **45-2.01D(2) Quality Control**

A qualified representative of the bridge manufacturer must be present during erection.

#### **45-2.02 MATERIALS**

##### **45-2.02A Steel**

###### **45-2.02A(1) Structural Steel**

All members of the truss and deck support system shall be fabricated from square or rectangular hollow structural shapes (HSS), with the exception that floor beams may be wide flange shapes. All open ends of posts and floor support beams shall be capped. Drain holes shall be provided for all sections at the low point of the member that may become filled with water.

All bridge components shall be fabricated using A847tube or A588 structural shapes and plates.

Minimum nominal thickness of primary hollow structural shapes shall be ¼". Rolled shapes shall have a minimum thickness of ¼".

###### **45-2.02B Decking**

###### **45-2.02B(1) Concrete Deck**

Concrete must comply with section 51 and section 90.

The bridge must be furnished with edge deck supports and a stay-in-place galvanized (minimum G90 coating weight) steel form deck suitable for pouring a reinforced concrete slab. The form deck must be designed to carry the dead load of the wet concrete, weight of the form decking, plus a construction load of 20 PSF uniform load and a 145 pound concentrated load on a 1'-0" wide section of deck. Edge support deflections are limited to 1/180 of the span or 3/4 inch, whichever is less.

The form deck must be shop attached to floor beams via self-drilling fasteners, welding, or power actuated fasteners. The longitudinal sheet laps shall be attached with self-drilling self-tapping fasteners at 36 inch maximum spacing. The attachment of the form deck to the floor beams is only necessary to keep the form deck in place during transportation and during the concrete placement. The form deck is not to be used for diaphragm action or composite action and provides no structural benefit to the truss or the deck after the concrete is set. Metal form deck panels shall be of a length to span a minimum of two bays of the truss supports. The form deck must be formed from either ASTM A653 or A1063 steel.

Concrete deck design must be performed by the bridge manufacturer. Concrete decks must be designed per AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges and for concentrated loads as specified in Section 45-2.03B(3). The top of deck to bottom of form deck shall be as required to support the anticipated loads, but shall not be less than 4 inches.

Reinforcing shall be ASTM A615 Grade 60 bars. All bar bends and anchorage shall be in accordance with AASHTO specifications. Top reinforcing shall have a minimum clearance of 2 inches to the top of deck.

The longitudinal reinforcing shall be designed to support the anticipated vehicular wheel loads.

Reinforcing shall be designed by the bridge manufacturer, however the minimum amount of reinforcing shall be #4 bars at 12 inches on center each direction.

The deck shall be sloped as shown on the plans to drain water off of the bridge.

###### **45-2.02C Fasteners**

Structural bolts used to field splice, or connect; all main members shall be ASTM A325, in accordance with the *Specification for Structural Joints using ASTM A325 or A490 Bolts*. The nuts for these structural bolts shall be ASTM A563. The finish of the structural bolts shall be Type 3 (Weathering) as specified by the Bridge Manufacturer.

Self-drilling fasteners for attachment of the form decking shall be #14 x 1" Zinc Plated Hex Washer Head Tek Screws.

Power Actuated fasteners shall be Hilti sheet metal nail X-ENP-19 fastener.

Other miscellaneous fasteners shall be ASTM A307 zinc plated or galvanized, as determined by the Bridge Manufacturer.

#### **45-2.03 DESIGN CRITERIA**

Structural design of the bridge structure must be performed by or under the direct supervision of a licensed professional engineer and done in accordance with the recognized engineering practices and principals.

The licensed Professional Engineer is to hold a current PE or SE license (where required) in the state of California. Bridge must be designed in accordance with the current edition of the AASHTO LRFD Guide Specification for Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, 6<sup>th</sup> Edition with Caltrans Amendments and Caltrans Memos to Designers 12-8.

#### **45-2.03A Bridge System Type**

##### **45-2.03A(1) Box Truss with Parallel Chords**

The vertical trusses shall be designed such that the top and bottom chord members are parallel for the entire length of the bridges. The interior verticals of the trusses shall be perpendicular to the top face of the bottom chord. Overhead brace diagonals and struts will be utilized to provide torsional stability and lateral bracing of the top chord. End portal frames will be utilized to transfer all horizontal forces from the top bracing system down to the bearings.

The end vertical of the trusses shall be plumb and fabricated as part of the end portal frame.

The bridges shall utilize an underhung floor beam where the top face of the floor beams shall be welded to the bottom face of the bottom chord. The distance from the top of deck to the bottom of the floor beam shall be determined by the bridge manufacturer during final design.

The vertical truss shall use a single diagonal, Pratt configuration, where all of the diagonals are in tension. For a truss with odd number of bays, a second diagonal shall be added to the center bay to form an "X".

##### **45-2.03A(2) Bridge Geometry**

The main bridge span length shall be 158 feet 9 inches measured along a horizontal plane and measured from center to center of bearings. The secondary bridge span length shall be 74 feet 0 inches measured along a horizontal plane and measured from center to center of bearings. The bridge manufacturer shall determine final out to out of the bridge spans. Contractor shall field verify in-place location of abutments prior to ordering or fabricating the bridges.

The bridge width shall be 12 feet-0 inches and shall be as measured from the inside face of structural truss elements at the deck level.

The top of the top chord above the deck dimension shall be as determined by the bridge manufacturer, however at no point in the bridge shall the inside clear height be less than 10 feet-0 inches. The clear height is defined as the distance from the high point of the deck to the bottom of the overhead steel members.

The top of the safety system shall not be less than 48 inches above the deck (measured from the high point of the deck).

The bridge manufacturer shall determine the distance from the top of the deck (measured from the highest point in the deck) to the bottom of any steel member.

This dimension shall be the height of the floor beam plus the maximum thickness of the deck system.

The number of bays and the dimension of the panel points shall be determined by the bridge manufacturer. However, at no time shall the panel point dimension be a distance which will cause the diagonals to be an angle shallower than 35 degrees with the bottom chord.

The main bridge shall have a vertical camber dimension at the mid-span determined by the bridge manufacturer such that the deck slopes at any point on the bridge do not exceed the ADA requirements of 5.00%.

The secondary bridge shall have a vertical camber dimension at the mid-span determined by the bridge manufacturer such that the deck slopes at any point on the ramp portions of the bridge do not exceed the ADA requirements of 8.33% and such that the deck slopes at any point on the intermediate bridge deck landing portion of the bridge do not exceed the ADA requirements of 1.50%.

The top of the decks of the main bridge shall be the same elevation at each end of the bridge.  
The top of the decks of the secondary bridge shall be constructed with a vertical elevation difference of XX feet-XX inches.

#### **45-2.03B Design Loads**

##### **45-2.03B(1) Dead Loads**

The bridge structure design must consider its own dead load (superstructure and original decking).

##### **45-2.03B(2) Uniform Pedestrian Live Load**

The bridge structures must be designed for a uniform pedestrian live loading of 90 pounds per square foot of bridge walkway area. The pedestrian live load must be applied to those areas of the walkway so as to produce maximum factored load in the member being designed. Consideration of dynamic load allowance is not required with this loading.

##### **45-2.03B(3) Vehicular Live Load**

Where vehicular access is not prevented by permanent physical methods, the bridge superstructure, floor system and decking must be designed for each of the following concentrated/vehicular loads:

1. A concentrated load of 1,000 pounds placed on any area 2.5 feet by 2.5 feet square.
2. A 1,200 pound two-wheel vehicle with a wheelbase of 60 inches, with the load equally distributed to two axles with a tire footprint of 1.5 inches in the direction of traffic and 4 inches transverse to the direction of traffic.
3. A single truck shall be placed to produce the maximum load effects and shall not be placed in combination with the pedestrian load. The dynamic load allowance need not be considered for this loading. The truck shall be an H10 vehicle (20,000 pound two-axle vehicle with 80% to rear axle).

##### **45-2.03B(5) Wind Loads**

###### **45-2.03B(5)(i) Horizontal Forces**

Wind load must be considered in accordance with AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. The wind load must be applied horizontally at right angles to the longitudinal axis of the structure.

The wind loading must be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams and their connections.

###### **45-2.03B(5)(ii) Overturning Forces**

The effect of forces tending to overturn structures must be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force must be applied at the windward quarter point of the transverse superstructure width. This force must be 20 pounds per square foot of deck.

##### **45-2.03B(6) Seismic Loads**

The prefabricated steel truss bridge must be designed to remain elastic under a seismic event. The superstructures members must be designed per Caltrans Seismic Design Criteria (SDC) and according to the equation below:

$$F = W * (\text{Peak ARS})/R$$

$$\begin{aligned} \text{Where } R &= 1.0 \text{ for members} \\ &= 0.8 \text{ for connections} \end{aligned}$$

Acceleration Response Spectrum provided by Parikh Consultants in their Foundation Report dated 1/25/18 must be used.

##### **45-2.03B(7) Fatigue Load**

The fatigue loading shall be as specified in Section 11 of AASHTO Signs. The Natural Wind Gust specified in Article 11.7.3 and the Truck-Induced Gust specified in Article 11.7.4 of AASHTO Signs need not be considered.

#### **45-2.03B(8) Pedestrian Railing Loads**

Each element of the pedestrian rail system shall be designed to support a uniformly applied load of 50 pounds per lineal foot, both transversely and vertically, acting simultaneously. In addition, each longitudinal element shall be designed to support a concentrated load of 200 pounds, which will act simultaneously with the above uniform loads at any point and in any direction at the top of the longitudinal element.

The posts of the pedestrian rail system shall be designed for a concentrated load applied at either the center of gravity of the upper longitudinal element or 60 inches above the top of the walkway, whichever is less. This concentrated load shall be equal to 200 pounds plus 0.05 times the post spacing in feet.

#### **45-2.03B(9) Approach Railing Loads**

The approach railing shall be designed for a load not less than 50 pounds per lineal foot or a 200 pound point load, whichever produces greater stresses, applied in any direction at any point along the top rail.

#### **45-2.03C Load Combinations**

The load combinations and load factors to be used must be as specified in AASHTO LRFD Bridge Design Specifications, Eighth Edition.

### **45-2.04 DESIGN LIMITATIONS**

#### **45-2.04A Deflection**

##### **45-2.04A(1) Vertical Deflection**

The vertical deflection of the main trusses due to unfactored pedestrian live load must not exceed 1/360 of the span.

The deflection of the floor system members (floor beams and stringers) due to unfactored pedestrian live load must not exceed 1/360 of the span.

Deflection limits due to occasional vehicular traffic are not required to be considered.

##### **45-2.04A(2) Horizontal Deflection**

The horizontal deflection of the structure due to unfactored lateral wind loads must not exceed 1/360 of the span.

#### **45-2.04B Vibration**

Vibration of the structure must not cause discomfort or concern to the users of the bridge. Except as specified herein, the fundamental frequency of the bridge in the vertical direction, without live load, must be greater than 3.0 hertz to avoid the first harmonic. The fundamental frequency of the pedestrian bridge in the lateral direction must be greater than 1.3 hertz. If the bridge cannot satisfy these limitations, the bridge may be proportioned such that either of the following criteria are satisfied:

$$f \geq$$

$$f \geq 2.86 \ln \left( \frac{180}{W} \right)$$

Or

$$W \geq 180e^{(-0.35f)}$$

Where:

f = the fundamental frequency in the vertical direction (Hz)

W = The weight of the structure, including only dead load (kips)

#### **45-2.04C Minimum Thickness of Metal**

The minimum thickness of all structural steel members must be ¼" nominal in accordance with the AISC Manual of Steel Construction "Standard Mill Practice Guidelines". For ASTM A500 tubing, the section properties used for design must be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".

### **45-2.05 TOP CHORD STABILITY**

The top chord must be considered as a column with elastic lateral supports at the panel points per Section 7.1.2 of AASHTO Guide Specification. The bridge shall be modeled as a "U-frame" and must meet the requirements in Section 7.1.1 and 7.1.2 of AASHTO Guide Specifications.

## **45-2.06 FABRICATION**

### **45-2.06A General Requirements**

#### **45-2.06A(1) Drain Holes**

When the collection of water inside a structural tube is a possibility, the tube must be provided with a drain hole at its lowest point to let water out.

#### **45-2.06A(2) Welds**

Special attention must be given to developing sufficient weld throats on tubular members. Fillet weld details must be in accordance with AWS D1.1, Section 3.9.2. Unless determined otherwise by testing, the loss factor “Z” for heel weld must be in accordance with AWS Table 2.9. Fillet welds which run onto the radius of tube must be built up to obtain the full throat thickness. The maximum root openings of fillet welds must not exceed 3/16” in conformance with AWS D1.1, Section 5.22. Weld size or effective throat dimensions must be increased in accordance with the same section when applicable (i.e. fit-up gaps > 1/16”).

#### **45-2.06A(3) Sealing and Caulking**

To prevent rust runs, open ends of all tubes must be capped and seal welded. Wherever practical, member end connections and steel on steel contact surfaces, such as stringer to floor beam connections, must be welded all around. Long seams between members of any seam which cannot be practically welded must be caulked.

#### **45-2.06B Quality Certification**

Bridge(s) must be fabricated by the fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce the fabricated structural steel for the category intermediate “Major Steel Bridge” as set forth in the AISC Certification Program with Fracture Critical Endorsement. Bridge fabricator must be currently certified by the American Welding Society (AWS) as an AWS Certified Fabricator. Quality control must be in accordance with procedures outlined for AISC certification.

#### **45-2.06C Quality Certification**

All weld testing must be done by a person qualified in accordance with ASNT SNT-TC-1A. All full penetration welds in the chords are to be ultrasonically tested in accordance with the AWS specification. All fillet and partial penetration groove welds must be 100 percent visually inspected with 10 percent also being magnetic particle tested in accordance with AWS specifications. A written testing report must be submitted upon completion.

## **45-2.07 FINISHING**

### **45-2.07A Blast Cleaning**

Exposed surfaces of structural steel shall be blast cleaned in accordance with the Steel Structures Painting Council (SSPC), Surface Preparation Specification No. 7, latest edition, (SSPC-SP7), Brush-Off Blast. Exposed surfaces of steel shall be defined as those surfaces seen from the deck or from the outside and bottom of the structure.

## **45-2.08 DELIVERY, STORAGE, AND HANDLING**

Deliver, store, and handle the bridge under manufacturer’s written instructions such that you prevent damage.

## **45-2.09 BEARINGS**

### **45-2.09A Elastomeric with Stainless Steel and Teflon**

The fixed bearing shall be a neoprene or natural rubber plain or layered elastomeric pad with durometer of 60. The expansion bearing shall have an upper stainless steel slide plate and a lower Teflon plate backed with a neoprene or natural rubber plain or layers elastomeric pad with durometer of 60. The Teflon shall be virgin PTFE resin tested per ASTM D4895 or D4895 and reinforcing agents including milled glass fibers. The stainless steel shall be no less than 20-gage A240 Type 304 having a surface finish of less than 20 micro inches RMS. Size shall be per load and anticipated movements determined by the bridge manufacturer. Both expansion and fixed bearings shall have slotted holes for ease of installation. Fixed bearings shall have the nuts of the anchor rods tight, whereas the expansion bearings shall have the nuts of

the anchor rods finger tight. At the Bridge Manufacturer's discretion, a preformed fabric reinforced elastomeric pad may be use in lieu of neoprene or natural rubber pad.

#### **45-2.09B Design Temperature Range**

The Design Temperature Range will be site specific and must be determined from the Tables in AASHTO Section 3.12.2.2 Temperature Range.

#### **45-2.09C Non-Shrink Grout**

The bridge must be supplied with a lower setting plate. This setting plate must be leveled and shimmed to the proper elevation. The space inside the HSS tubes at each anchor bolt location shall be filled with non-shrink grout after bridge has been erected in place. The non-shrink grout must be capable of achieving a minimum compressive strength of 4000 pounds per square inch.

#### **45-2.09D Anchor Bolts**

The anchor bolt number, diameter, grade, spacing and embedment shall be as specified on the plans. The contractor is responsible for providing anchor bolts as specified on the plans and install in accordance with the bridge manufacturer's anchor bolt spacing dimensions. The bridge manufacturer must accommodate the anchors as shown on the plans with the design of their bearing plate assembly.

Information as to bridge support reactions and anchor bolts locations will be furnished by the bridge manufacturer after receipt of order and after bridge design is complete.

#### **45-2.09E Miscellaneous Bridge Metal**

HSS tubes embedded into abutment seats for anchors and continuous angle joint armor embedded into abutment back walls must comply with section 75-3. Galvanize miscellaneous bridge metal under section 75-1.02B after fabrication.

### **45-2.10 ATTACHMENTS**

#### **45-2.10A Expansion Joint Cover Plate**

The joint between the back wall and bridge must be covered with a ¼" thick checkered plate which attaches to the bridge and extends over the gap and onto the top of the joint armor embedded into the abutment back wall. This plate must have its edges beveled at a 45-degree angle.

#### **45-2.10B Pedestrian Railing**

Pedestrian railing shall be placed on the inside of the structure, spaced so as to prevent a 4" sphere from passing through the side truss for the full height of the side truss, or 48", whichever is less. Rails shall be welded directly to the truss verticals whenever possible. When pedestrian rails are placed on the inside of the structure, the ends of any longitudinal rails near the end of the bridge shall be mitered at a 45-degree angle, capped, and ground smooth. No solid plate covering all rails as a unit will be allowed.

Pedestrian rails shall be placed longitudinally.

Longitudinal pedestrian rails for weathering steel bridges shall be ASTM A847 HSS tubes at least 2 x 2 x 3/16 in size for truss vertical center to center spacing no greater than 10'-0" or a mid-bay support system shall be utilized.

#### **45-2.10C Toe Plate**

Steel toe plates for a weathering steel bridge shall consist of ASTM A588 ¼" x 6" plate material or a C4x5.4 channel, and shall be welded to the truss verticals. If the vertical spacing exceeds 5'-0", a mid-bay support shall be utilized for the 1/4" x 6" plate. For spans greater than 5'-0" with no mid-bay support, but less than 12'-0", the toe plate should be a C4x5.4 channel with the end of the legs welded directly to the truss verticals. The bottom of the toe plate shall be placed 2" above the finished height of the deck. All seams of the toe plate shall be fully welded to give the appearance of a continuous member (welding should be located at a support member).

#### **45-2.10D Approach Railing**

Bridge approach railing shall be designed and detailed by the bridge manufacturer and shall aesthetically match the manufactured bridge. All materials, painting, and galvanizing requirements for the manufactured bridge shall also apply to approach railing. Approach railing shall be designed for loads in accordance with 45-2.03B(7).

## **47 EARTH RETAINING SYSTEMS**

### **Add to section 47-2.01A:**

You must use a proprietary mechanically stabilized embankment system for the mechanically stabilized embankment at the approach ramps/stairs of the new start-finish bridge. The proprietary mechanically stabilized embankment must comply with Section 47-6.

### **Replace section 47-6 with:**

## **47-6 PROPRIETARY MECHANICALLY STABILIZED EMBANKMENT SYSTEMS**

### **47-6.01 GENERAL**

#### **47-6.01A Summary**

Section 47-6 includes specifications for constructing proprietary mechanically stabilized embankment systems.

Proprietary mechanically stabilized embankments must be one of the systems shown in the following table:

Proprietary earth retaining system	Website	Address	Telephone no.
Reinforced Earth – 5 ft square (Steel strap soil reinforcement with 5 ft square concrete face panels.)	<a href="https://www.reinforcedearth.com">https://www.reinforcedearth.com</a>	THE REINFORCED EARTH COMPANY 25910 ACERO STE 200 MISSION VIEJO CA 92691	(949) 427-3601
Retained Earth (Steel mesh soil reinforcement with 5 ft square concrete face panels.)	<a href="https://www.reinforcedearth.com">https://www.reinforcedearth.com</a>	THE REINFORCED EARTH COMPANY 25910 ACERO STE 200 MISSION VIEJO CA 92691	(949) 427-3601
MSE Plus – 5 ft square (Steel mesh soil reinforcement with 5 ft square concrete face panels.)	<a href="http://www.mseplus.com">http://www.mseplus.com</a>	SSL 4740 SCOTTS VALLEY DR STE E SCOTTS VALLEY CA 95066	(831) 430-9300
MSE Plus – 5 by 6 ft (Steel mesh soil reinforcement with 5 ft high by 6 ft wide concrete face panels.)	<a href="http://www.mseplus.com">http://www.mseplus.com</a>	SSL 4740 SCOTTS VALLEY DR STE E SCOTTS VALLEY CA 95066	(831) 430-9300
ARES – 9 by 5 ft (Geogrid soil reinforcement with 9 ft wide by 5 ft high concrete face panels.)	<a href="http://www.tensarcorp.com">http://www.tensarcorp.com</a>	TENSAR INTERNATIONAL CORPORATION 2500 NORTHWINDS PKWY STE 500 ALPHARETTA GA 30009	(800) 836-7271

Use only one type of system at any one location.

The proprietary mechanically stabilized embankment system must comply with the specifications for the type of wall being constructed.

**47-6.01B Definitions**

Reserved

**47-6.01C Submittals**

**47-6.01C(1) General**

For as-built drawings common to more than one structure, submit the as-built drawings for each structure.

**47-6.01C(2) Shop Drawings**

Submit shop drawings for the proprietary mechanically stabilized embankment system. Submit 5 copies for initial review. Submit from 6 to 12 copies, as requested, of final shop drawings for final authorization. Include the following:

1. All information required for construction of the system at each location
2. Existing ground line at the wall face
3. Design parameters, material notes, and wall construction procedures



Verify existing ground elevations before submitting drawings.

Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 30 days for the Department's review.

#### **47-6.01C(3) Certificates**

Submit certificates of compliance for the proprietary mechanically stabilized embankment system stating the supplied materials comply with the authorization criteria for the system on the State of California Department of Transportation Authorized Material List for alternative earth retaining systems.

#### **47-6.01D Quality Assurance**

A qualified representative of the proprietary mechanically stabilized embankment system manufacturer must be present during erection and backfill of the first 10 vertical feet of the entire length of the wall. The representative must be available during the remaining installation. The representative must not be your employee.

#### **47-6.02 MATERIALS**

Reserved

#### **47-6.03 CONSTRUCTION**

The structure must comply with the system details authorized on the State of California Department of Transportation Authorized Material List. Check vertical and horizontal alignment at each course during erection. Include a drainage system where shown.

Where shown, construct the alternative system to accommodate (1) wall-mounted lighting and drainpipes and (2) panels for future drainage inlets.

The top of wall profile must conform to the profile shown. The bottom of wall elevations must be at or below the elevations shown. Use a minimum height and length of wall adequate for the loading and site conditions described.

The length of soil reinforcement for any system must not be less than that shown.

The coping lip or barrier slab lip must cover the top of face panels at least 7 inches.

Place the top level of soil reinforcement:

1. Parallel to the top of the concrete panel
2. At least 3 inches below the bottom of either the barrier slab lip or the concrete gutter behind the coping
3. At least 5 inches below the top edge of the concrete panel

#### **47-6.04 PAYMENT**

Not Used

## **48 TEMPORARY STRUCTURES**

### **48-7 TEMPORARY SHORING**

#### **48-7.01 GENERAL**

Section 48-7 includes specifications for design and construction of temporary shoring, including any temporary embankments and excavation required for the shoring system shown or required as part of your work operations.

You are responsible for determining if temporary shoring is required to complete the work and for designing, constructing and maintaining safe and adequate temporary shoring if shoring is required.

Submit 5 sets of working drawings and one set of calculations for temporary shoring. The working drawings must be signed by an engineer who is registered as a civil engineer in the State of California.

Submit the temporary shoring plan with the pile placement plan to avoid conflict between the two plans.

#### **48-7.02 MATERIALS**

You must select and provide the material used to construct the temporary shoring.

**48-7.04 PAYMENT**

The cost for temporary shoring shall be included in the bid prices for the work items requiring temporary shoring.

**DIVISION VIII MISCELLANEOUS CONSTRUCTION**

**73 CONCRETE CURBS AND SIDEWALKS**

**Add to section 73-1.02A:**

Concrete for race track kerbs must be minor concrete containing at least 590 pounds of cementitious material per cubic yard, and must be reinforced with Fibermesh ® 300, or approved equal, added at a minimum rate of 1.5 pounds per cubic yard.

**DIVISION X ELECTRICAL WORK**

**Replace Section 88 Reserved with Appendix IV.**

**DIVISION XII BUILDING CONSTRUCTION**

**99 BUILDING CONSTRUCTION**

**Replace “Reserved” with Appendix III.**



# **APPENDIX I - SAMPLE CONTRACT**

## CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 8498 x

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

(1) **THE WORK**

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

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK OVERLAY  
County Project No.: 8498**

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

- (a) The Standard Specifications, dated 2018, and the Standard Plans, dated October 2018, including Revised Standard Specifications and Revised Standard Plans dated 10-15-2021, of the State of California, Department of Transportation.
- (b) A set of plans entitled:

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK OVERLAY  
County Project No.: 8498**

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds required
- (g) Certificate of Insurance

- (h) The accepted bid/proposal including the following:
- (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code
    - Section 10285.1 Statement
    - Section 10162 Questionnaire
    - Section 10232 Statement
  - (4) Noncollusion Declaration
  - (5) Debarment and Suspension Certification
  - (6) Waiver for Payment Adjustment for Price Index Fluctuations
  - (7) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
  - (8) Statement Concerning Employment of Undocumented Aliens
  - (9) Contractor's Certificate As To Workers' Compensation
  - (10) List of Satisfied Public Agencies
  - (11) Bidder's Bond

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

## 2. WORKERS' COMPENSATION

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

## 3. CONTRACT PRICE

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

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK OVERLAY  
County Project No.: 8498**

**CONTRACT PRICE**

BID:

<b>Item No.</b>	<b>F</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Item Total</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
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19						
20						
21						
22						
23						
24						
25						
26						
27						

<b>Item No.</b>	<b>F</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Item Total</b>
28						
29						
30						
31						
32						
33						
34						
35						
<b>TOTAL BID (in figures):</b>						
<b>TOTAL BID (in words):</b>						

F – Final Pay Item

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

**CONTRACTOR:**

\_\_\_\_\_  
(Name of Company)  
  
By: \_\_\_\_\_  
Signature of Chair, President, or Vice-  
President  
  
\_\_\_\_\_  
Printed Name and Title  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
  
By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary,  
CFO,  
Treasurer or Asst. Treasurer\*  
  
\_\_\_\_\_  
Printed Name and Title  
  
Date: \_\_\_\_\_

**COUNTY OF MONTEREY:**

DEPARTMENT OF PUBLIC  
WORKS, FACILITIES AND  
PARKS

AUDITOR-CONTROLLER  
APPROVED AS TO FISCAL  
PROVISIONS

By: \_\_\_\_\_  
Randell Ishii, M.S. P.E. T.E.  
Name: P.T.O.E.  
Title: Director  
Dated: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_  
Name: Brian Briggs  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Danielle P. Mancuso  
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 specified officers per California Corporations Code Section 313. If CONTRACTOR is a limited liability company, 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 capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.



COUNTY OF MONTEREY

**PAYMENT BOND**

(Civil Code Section 9550)

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

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK OVERLAY  
County Project No.: 8498**

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 \_\_\_\_\_, 202\_\_\_, 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:

**LAGUNA SECA RECREATION AREA  
START-FINISH BRIDGE AND TRACK OVERLAY  
County Project No.: 8498**

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 \_\_\_\_\_, 202\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

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

## **APPENDIX II – RACETRACK PAVING SPECIFICATIONS**

# **APPENDIX III – ARCHITECTURAL SPECIFICATIONS**

## **APPENDIX IV – ELECTRICAL SPECIFICATIONS**