

# Attachment B

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

**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**PAVEMENT IMPROVEMENTS  
AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005**

**BID SPECIFICATIONS**

**NOVEMBER 8, 2024**

# NOTICE TO BIDDERS AND SPECIAL PROVISIONS

## PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17) PROJECT NO. 400005

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

*Gabriel O. Gutierrez, PE*  
*Project Manager, RCE 92753*

*Date 11/8/2024*



FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2023, THE STANDARD PLANS 2023, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS. THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

APPROVED AS TO FORM  
Office of the County Counsel  
Susan K Blitch, County Counsel

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE  
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Rupa Shah, Auditor-Controller

Signed by:

*Mary Grace Perry*

11/8/2024 | 12:00 PM PST

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MARY GRACE PERRY  
Deputy County Counsel

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*David Bolton*

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DAVID BOLTON  
Risk Manager

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11/15/2024 | 10:12 AM PST

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MA MON  
Chief Deputy Auditor Controller

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**STANDARD PLANS LIST**

The Standard Plans of 2023 and the Revised Standard Plans apply to this Contract.

COUNTY OF MONTEREY  
PUBLIC WORKS, FACILITIES, AND PARKS

**NOTICE TO BIDDERS**

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1<sup>ST</sup> FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 2:00 p.m., on Wednesday, February 19, 2025, for the

**PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005**

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

The general work description for the "Pavement Improvements at Rancho Tierra Grande (CSA 17)" is repair of existing roadway pavements within Rancho Tierra Grande by performing a Grind and Inlay of the existing pavement and repairing damaged concrete gutters. The rehabilitated roadways will be re-stripped for the latest Caltrans MUTCD. Such other items or details, not mentioned above, that are required by the Construction Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, and/or installed. **The Engineer's Estimate for this Project is \$3,753,000.**

The County of Monterey affirms that in any Contract entered into pursuant to this advertisement, disadvantage business enterprise will be afforded full opportunity to submit bids in response to this invitation.

The Bidder shall possess a valid Class A General Engineering Contractor's license.

The Contractor awarded the Contract shall begin work when authorized by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of 50 WORKING DAYS beginning on the date listed on the issuance of the "Notice to Proceed"

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

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

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

<https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/public-works-facilities/projects-out-to-bid>.

Plan holders must register before they can view or download the documents. A copy of the electronic files on Universal Serial Bus (USB) is also available at **MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SHILLING PLACE SOUTH, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901** for a nonrefundable fee of \$25.00. The



electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

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

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

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

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

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

Date: October 25, 2024

RANDALL ISHII, P.E., DIRECTOR  
PUBLIC WORKS FACILITIES & PARKS  
COUNTY OF MONTEREY

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

**SPECIAL PROVISIONS**

**PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005**

**SECTION 1 – DEFINITION AND TERMS**

**1-1.01 SPECIFICATIONS AND PLANS:**

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2023, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

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

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

**1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:**

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

**1-1.03 DEFINITIONS:**

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

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

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

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

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

Clerk of the Board:	The Clerk of the Monterey County Board of Supervisors
Director of Public Works:	The Deputy Director of Public Works Facilities & Parks of Monterey County.
Attorney General:	County Counsel of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
County:	County of Monterey
Caltrans:	California Department of Transportation
Board of Supervisors:	The governing body of the County of Monterey
Authorized Material List:	Caltrans prequalified products list
Standard Plans:	2023 Standard Plans and Revised Standard Plans of the State of California, Department of Transportation
Standard Specifications:	2023 Standard Specifications and Revised Standard Specifications of the State of California, Department of Transportation
Business day:	Day on the calendar except a Saturday, Sunday, and a holiday
PLAC:	Permits, licenses, agreements, certifications, and approvals

1-1.05 STATE HOLIDAYS:

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

1-1.06 BID ITEMS AND APPLICABLE SECTIONS:

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

## SECTION 2 – BIDDING

### 2-1.01 GENERAL:

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

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

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

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

### 2-1.02 BID OPENING:

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

### 2-1.03 BID RIGGING:

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

### 2-1.04 SUBCONTRACTORS LIST:

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

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

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

### 2-1.05 JOB SITE AND DOCUMENT EXAMINATION:

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

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

dimensions of the work to fit existing conditions.

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

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

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

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

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

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

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

### **3-1.02 CONTRACT AWARD:**

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

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

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

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

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

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

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

**MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS, 1441 SCHILLING PLACE SOUTH, 2<sup>ND</sup> FL, SALINAS, CA, 93901-2438.**

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

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

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

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

#### 3-1.04 CONTRACTOR LICENSE:

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

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

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

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

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

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

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

## **SECTION 4. SCOPE OF WORK**

### **4-1.01 WORK DESCRIPTION:**

The general work description for the “Pavement Improvements at Rancho Tierra Grande (CSA 17)” is the repair of existing roadway pavements within Rancho Tierra Grande by performing a Grind and Inlay of the existing pavement and repairing damaged concrete gutters. The rehabilitated roadways will be re-stripped to the latest Caltrans MUTCD. Such other items or details, not mentioned above, that are required by the Construction Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, and/or installed.

### **4-1.02 CHANGED CONDITIONS:**

#### **a. Differing Site Conditions**

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

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

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract time is due as a result of such suspension or delay, the Contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the Contractor’s request. If the engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier,



and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the engineer's determination whether or not an adjustment of the Contract is warranted.

3. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
4. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the Contract, is increased in excess of One Hundred Twenty Five percent (125%) or decreased below Seventy Five percent (75%) of the original Contract quantity. Any allowance for an increased in quantity shall apply only to that portion in excess of One Hundred Twenty Five percent (125%) of original Contract item quantity, or in case of a decrease below Seventy Five percent (75%), to the actual amount of work performed.

## **SECTION 5 – CONTROL OF WORK**

### **5-1.01 GENERAL:**

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

### **5-1.02 SUBCONTRACTING:**

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

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

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

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

### **5-1.03 DISADVANTAGE BUSINESS ENTERPRISES (DBE) RECORDS:**

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

### **5-1.04 AREAS FOR CONTRACTOR'S USE:**

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

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

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

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

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

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

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

5-1.05 COORDINATION WITH OTHER ENTITIES:

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

## **SECTION 6 – CONTROL OF MATERIALS**

### **6-1.01 GENERAL:**

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

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

### **6-1.02 LOCAL MATERIALS:**

All Cut and Fill slopes shall be in accordance with the plans. Excess Cut Material shall be removed from the Site by the Contractor. Disposal of excess cut material shall comply with applicable local codes.

### **6-1.03 BUY AMERICA:**

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

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

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

### **6-1.04 AUTHORIZED MATERIAL LIST:**

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

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

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

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

6-1.05 QUALITY ASSURANCE:

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

You may examine the records and reports of tests the Department performs if they are available at the job site. Schedule work to allow time for QAP.

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

**7-1.01 LABOR NON-DISCRIMINATION:**

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

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

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

**7-1.02 LABOR CODE REQUIREMENT:**

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

**7-1.03 GENERAL PREVAILING WAGE RATES:**

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

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

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

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

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

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

**7-1.04 PAYROLL RECORDS:**

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

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

7-1.05 SURFACE MINING AND RECLAMATION ACT:

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

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

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

7-1.06 PUBLIC SAFETY:

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

7-1.07 INDEMNIFICATION AND INSURANCE:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

This work shall be diligently prosecuted to completion before the expiration of **FIFTY (50) WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of \$5,200 per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

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

### **8-1.02 PRE-CONSTRUCTION CONFERENCE:**

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

A pre-construction conference will be held at **MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SHILLING PLACE SOUTH, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901**, where the "Notice to Proceed" will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors. The pre-construction meeting date, time, and exact location will be determined by the Engineer.

### **8-1.03 SCHEDULE:**

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

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

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

## SECTION 9 – PAYMENT

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

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

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

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

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

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

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

### 9-1.03 ARBITRATION:

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

- A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):
  - 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
  - 1b. This article shall not apply to any claims resulting from a Contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
  - 2a. "Public Work" has the same meaning as in Public Contract Code Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
  - 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a

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

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

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

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

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

settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.

5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.

C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code 20104.6):

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

#### 9-1.04 MOBILIZATION:

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

9-1.05 SCOPE:

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

9-1.06 PAYMENT:

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

## DIVISION II GENERAL CONSTRUCTION

### SECTION 10 – GENERAL

#### 10-1.01 WORK SEQUENCING:

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

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

#### 10-1.02 GRIND AND REMOVAL

##### GENERAL:

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

The Contractor shall grind existing pavement as shown on the Plans. The surface after cold milling will be uniformly grooved or ridged unless otherwise specified in the Special Provisions. The outside lines of the milled pavement shall be neat and uniform. **If existing subgrade is exposed during the grinding operation, the Contractor shall proof roll the grade prior to paving, unless subgrade failures are identified. If subgrade failures are identified, the Contractor shall immediately notify the Engineer.**

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

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

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

Milling machines shall be specially designed for cold milling of asphalt concrete, Portland cement concrete, or a

combination of asphalt and Portland cement concrete pavement. Milling machines shall conform to the following:

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

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

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

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

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

Temporary pavement markings shall be provided on all cold planed surfaces if section will be opened to traffic. Refer to Traffic Striping section of these Specifications for pavement striping and marking. Refer to Section

10-2.04, Traffic Control, of the Special Provisions for additional information.

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

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

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

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

Payment for "Grind and Removal of Existing Roadway – 2.5 Inch Depth", "Grind and Removal of Existing Roadway – 3 Inch Depth", and "Grind and Removal of Existing Roadway – 4 Inch Depth", Bid Items 10 through 12, respectively, shall be at the contract price per Cubic Yard and are Final Pay. This shall be considered full compensation for cold milling, removal and disposing of all milled material, temporary pavement markings, sweeping and for furnishing all labor, materials, equipment and incidentals to accomplish the work as specified herein and no additional compensation will be allowed.

### 10-1.03 REMOVE EXISTING PCC

#### GENERAL:

The Contractor shall remove and dispose of existing Portland cement concrete curb & gutter, "V" vee gutter and valley gutter at the locations shown on the Plans. When curb and gutter or vee gutter is removed, the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until new gutter is placed. All materials shall be legally disposed of in accordance with Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor shall ensure that access to all streets is maintained during removals of valley gutters. Where necessary, the valley gutter shall be removed and reconstructed in sections to facilitate access.

Nothing in these Special Provision shall relieve the Contractor of the Contractor's responsibility as specified in Section 7-104, "Public Safety," of the Standard Specifications.

Payment for "Remove Existing PCC", Bid Item 13, shall be at the contract price per square foot and shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals to accomplish the work for the removal and disposal of existing vee gutter and valley gutter and no additional compensation will be allowed.

## **SECTION 12 TRAFFIC CONTROL**

### 12-1.01 GENERAL:

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



12-1.02 TEMPORARY CONSTRUCTION SIGN:

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

-Location 1: Intersection of Tierra Grande Drive and Carmel Valley Road

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

12-1.03 CLOSURE REQUIREMENTS:

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

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

12-1.04 CONSTRUCTION:

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

12-1.05 CONSTRUCTION FUNDING IDENTIFICATION SIGN:

Install 1 - 48" by 30" inch construction project funding identification signs at the location determined by the Engineer before starting major work activities visible to highway users.

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

12-1.06 TRAFFIC CONTROL PAYMENT:

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

**SECTION 13 – WATER POLLUTION CONTROL**

13-1.01 WATER POLLUTION CONTROL PROGRAM:

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

13-1.02 JOB SITE MANAGEMENT:

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

13-1.03 TEMPORARY SEDIMENT CONTROL:

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

13-1.04 CONSTRUCTION METHOD:

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

13-1.05 WATER POLLUTION CONTROL PAYMENT:

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

## **SECTION 14 – ENVIRONMENTAL STEWARDSHIP**

### **14-1.01 GENERAL:**

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

### **14-1.02 HAZARDOUS WASTE AND CONTAMINATION:**

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

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

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

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

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

## **SECTION 15 – EXISTING FACILITIES**

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

### **15-1.01 EXISTING UTILITIES:**

The project site is located within the Rancho Tierra Grande Community off Carmel Valley Road (Highway G16). The roadways within the community contain existing utilities such as water pipelines, gas lines, and PG&E Conduits. When conducting pavement operations, it is the Contractor's responsibility to locate and reference all utility covers prior to grinding. The Contractor is responsible for notifying and coordinating with utility owners to ensure timely adjustments to grade. It is the responsibility of the respective utility companies to adjust any valve covers, including any required adjustments to finish grade.

The Contractor shall be responsible to adjust any monuments to grade.

PG&E vaults shall not be adjusted to grade by the Contractor but must still be located, referenced, and PG&E shall be notified

### **15-1.02 OBSTRUCTION**

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

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

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

California American Water  
Contact: David Pezzini  
Tel: (831)646-3277  
511 Forest Lodge Road, Suite 100  
Pacific Grove, CA 93950

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

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

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with

potential to ground of more than 300 volts, either directly buried or in duct or conduit which does not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

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

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

15-1.03 PAYMENT

Payment for adjust monument to grade shall be paid as each per Bid Item 15. Payment for Locate and Reference Water Valves and Locate and Reference PG&E electrical vaults shall be paid as each per Bid Item 19 and Bid Item 20, respectively. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions and Standard Specifications.

## **SECTION 17 – CLEARING AND GRUBBING**

The work performed in connection with clearing and grubbing shall conform to the provisions in Section 17, "Clearing and Grubbing" of the Standard Specifications and these special provisions.

### **17-1.01 GENERAL**

Clearing and grubbing consists of the removal and disposal of all vegetation, including bushes, weeds, roots, and other organic materials up to the edge of pavement to facilitate paving operations.

The Contractor shall also protect existing trees from damage during this process.

### **17-1.02 CLEARING AND GRUBBING**

The limits of clearing and grubbing shall be confined to areas specified in the plans or as directed by the Engineer. The work shall extend only as far as necessary to expose the edge of pavement and prepare for paving operations only within the County Right of Way.

Vegetation shall be removed to the ground level. Contractor shall trim overhanging limbs that may be in conflict with paving and other construction activities. Tree, roots, and bush pruning shall be performed per recommendations from a certified arborist and in accordance with "Pruning Standards," published by Western Chapter of the International Society of Arboriculture. The certified arborist shall be approved in advance by the Engineer, and all pruning shall be done as directed by the Engineer and in the presence of the Engineer.

The Contractor shall take all necessary precautions to protect existing trees within and adjacent to the clearing area from damage during operations.

### **17-1.03 DISPOSAL OF MATERIALS**

All cleared vegetation, roots, and debris shall be removed from the project site and disposed of in accordance with local regulations.

The Contractor is responsible for obtaining any necessary permits and for the cost of disposal

### **17-1.04 PAYMENT**

Payment for clearing and grubbing shall be paid as an allowance based on the actual work performed up to the contract allowance amount per Bid Item 5. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the work per the Plans, Special Provisions and Standard Specifications.

## **SECTION 39 – ASPHALT CONCRETE**

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

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

### **39-1.02 GENERAL**

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

**The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans the same day following the grind and milling process.**

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

### **39-1.03 SUBMITTALS:**

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

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

### **39-1.04 MATERIALS:**

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

The aggregate for HMA Type A must comply with the 3/4" gradation requirements for use in all paving lifts and base repair areas, as shown on the plans.

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

### **39-1.05 CONSTRUCTION:**

#### **Surface Preparation:**

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

#### **Base Repairs:**

If subgrade failures are identified after the grinding process, the Contractor shall notify the Engineer. The Engineer shall identify the locations and limits of base repairs in the field prior to the placement of the asphalt overlay. After limits of base repair have been identified by the Engineer, the Contractor shall proceed to remove an additional 3 inches of existing material, proof roll the grade, and deep lift with AC pavement. This work includes repairing and compacting any damaged or substandard base material to provide a stable foundation for the new AC pavement.

### Sampling:

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

### Transportation and Placement:

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

### Equipment:

#### Paving Machine

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

#### Compaction Rollers

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

#### Hand Equipment

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

#### Tack Coat

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

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

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



Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

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

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

Workmanship:

Finished Surface

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

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

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

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

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

Cold Joints:

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

39-1.06 HOT MIX ASPHALT PAYMENT:

Payment for HMA Quality Control Plan shall be made on a lump sum basis at the contract unit price bid for Bid Items No. 6. Payment for Hot Mix Asphalt (Type A) – 2.5 Inch Inlay, Hot Mix Asphalt (Type A) – 3 Inch Inlay,

and Hot Mix Asphalt (Type A) – 4 Inch Inlay, shall be made on a per ton basis at the contract unit price bid for Bid Items No. 7 through No. 9, respectively. Payment for “3” AC Base Repairs” shall be paid as an allowance based on the actual work performed up to the contract allowance amount per Bid Item 14. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required including roadway pavement and grind and inlay, per the Plans, Special Provisions and Standard Specifications.

39-1.07 SCHEDULE OF PAVING:

**Contractor must perform pavement operations the same day as the grind and removal.**

**SECTION 82-SIGNS AND MARKERS**

82-1.01 GENERAL

“Install New STOP Sign and Pole” shall be installed at locations shown on the plans and as directed by the Engineer. Roadside signs shall be installed in accordance with Section 82 of the Caltrans Standard Specifications. Each single signpost with one or more sign panels mounted on the post shall be considered a single unit. All signs shall be anti-graffiti and include high intensity sheeting.

82-1.02 PAYMENT

Payment for “Install New STOP Sign and Pole” shall be quantified per each at the contract unit price bid for Bid Item 24. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing new traffic signs including post, foundation, panel, hardware, complete in place as shown on plans and specified in the Standard Specifications and Special Provisions as directed by the Engineer, shall be considered as included in the contract price per each.

**SECTION 84-MARKINGS**

84-1.01 GENERAL

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

84-1.02 MATERIALS

Thermoplastic:

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

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

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

### 84-1.03 CONSTRUCTION

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

#### Existing Striping and Markings:

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

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

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

#### Layout for Temporary and Permanent Striping:

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

**This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.**

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

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

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

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and County standard

markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

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

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

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

Schedule:

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

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

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

Pavement Stencils:

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

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

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

Pavement Delineation-Extruded Thermoplastic No Spray:

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

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

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, "General";

Section 84-2, "Traffic Stripes and Pavement Markings"; and refer to Section 81-3, "Pavement Markers".

Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic

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

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

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

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

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

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

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

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

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

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

84-1.04 PAYMENT

Payment for the traffic striping shall be made on a linear feet basis for the actual linear footage installed at the

contract price per Bid Item No. 21. Payment for Pavement Markings shall be made in square footage per Bid Item No. 22. Payment for Blue Reflective Marker shall be paid as each per Bid Item 23. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions and Standard Specifications.

## **SECTION 90 – MINOR CONCRETE**

### **90-1.01 GENERAL:**

Attention is directed to Section 90-2, “Minor Concrete,” of the Standard Specifications and these Special Provisions.

### **90-1.02 PAYMENT**

Payment for the Minor Concrete – Curb & Gutter shall be made in linear feet basis for the actual linear footage installed per Bid Item No. 16. Minor Concrete - Valley Gutter & Spandrel shall be made in square footage per Bid Item No. 17. Payment for Minor Concrete – Type “V” Vee Gutter shall be made in linear feet basis for the actual linear footage installed per Bid Item No. 18. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions and Standard Specifications.

**APPENDIX I - SAMPLE CONTRACT**

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 400005

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

WITNESSETH:

(1) THE WORK

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

PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005

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

- (a) The Standard Specifications, dated 2023, and the Standard Plans, dated 2023, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:  
PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005
- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds require
- (f) Certificate of Insurance

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

- (1) List of Subcontractors
- (2) Equal Employment Opportunity Certification
- (3) Public Contract Code
  - Section 10285.1 Statement
  - Section 10162 Questionnaire
  - Section 10232 Statement
- (4) Non collusion Declaration
- (5) Debarment and Suspension Certification
- (6) Non Lobbying Certification For Federal-Aid Contracts
- (7) Disclosure of Lobbying Activities
- (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
- (9) Statement Concerning Employment Of Undocumented Aliens
- (10) Contractor's Certificate As To Worker's Compensation
- (11) List of Satisfied Public Agencies
- (12) Bidder's Bond

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

## 2. WORKERS' COMPENSATION

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

## 3. CONTRACT PRICE

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



**PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005**

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

CF = Cubic Feet  
LF = Linear Foot

CY = Cubic Yard  
LS = Lump Sum

EA = Each  
SF = Square Feet

TON = Ton (2000 lbs)

Item No.	Item Code	F,S,P	Description	Unit	Quantity	Unit Cost	Amount
1			Mobilization	LS	1		
2			Traffic Control System	LS	1		
3			Water Pollution Control	LS	1		
4			CPM Schedule	LS	1		
5			Clearing and Grubbing (Allowance)	LS	1		
6			HMA Quality Control Plan	LS	1		
7			Hot Mix Asphalt (Type A) – 2.5 Inch Inlay	TON	7,755		
8			Hot Mix Asphalt (Type A) – 3 Inch Inlay	TON	1,178		
9			Hot Mix Asphalt (Type A) – 4 Inch Inlay	TON	992		
10		F	Grind and Removal of Existing Roadway - 2.5 Inch Depth (Final Pay)	CY	3,845		
11		F	Grind and Removal of Existing Roadway - 3 Inch Depth (Final Pay)	CY	582		
12		F	Grind and Removal of Existing Roadway - 4 Inch Depth (Final Pay)	CY	490		
13			Remove Existing PCC	SF	2,856		
14			3" AC Base Repairs (Including AC Removals) (Allowance)	TON	2,500		
15			Adjust Monument to Grade	EA	9		
16			Minor Concrete – Curb & Gutter	LF	73		
17			Minor Concrete – Valley Gutter & Spandrel	SF	560		
18			Minor Concrete – Type "V" Vee Gutter	LF	710		
19			Locate and Reference Water Valves (WV)	EA	84		
20			Locate and Reference PG&E Electrical Vaults	EA	7		
21			Thermoplastic Traffic Stripe - Detail 21	LF	10,506		
22			Pavement Marking (White)	SF	653		
23			Pavement Marker - Blue Reflective Marker	EA	28		
24			Install New STOP Sign and Pole	EA	1		

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

**CONTRACTOR:**

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

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

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

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

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

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

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

**COUNTY OF MONTEREY:**

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Name: Randall Ishii, MS, PE, TE, PTOE  
Director of Public Works, Facilities and Parks  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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

**APPROVED AS TO FORM**

**APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE**

By: \_\_\_\_\_  
Name: Mary Grace Perry  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Leslie J. Girard  
Title: County Counsel/Risk Manager  
Date: \_\_\_\_\_

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

PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

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

COUNTY OF MONTEREY

PERFORMANCE BOND

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

PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

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

\_\_\_\_\_ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there

should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

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

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

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**BOOK TWO**

**BID FORM**

**PAVEMENT IMPROVEMENTS  
AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005**







**MONTEREY COUNTY BOARD OF SUPERVISORS  
GOVERNMENT CENTER, 168 W. ALISAL STREET, 1<sup>ST</sup> FLR,  
CONFERENCE ROOM 1032  
SALINAS, CALIFORNIA 93901-2437**

**BOOK TWO**

**BID FORM**

**PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005**

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:  
Signed by:  
*Mary Grace Perry* 11/8/2024 | 12:05 PM PST  
633031E17FD247F...  
**MARY GRACE PERRY**  
Deputy County Counsel

**BOOK TWO**

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**BID FORM**

**PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005**

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

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other Contract documents, hereby proposes and agrees to perform within the time hereinafter set forth the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the following project: PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17), all in strict conformity with the specifications and other Contract documents, including all addenda for the sum hereinafter stated:

**PAVEMENT IMPROVEMENTS AT RANCHO TIERRA GRANDE (CSA 17)  
PROJECT NO. 400005**

**BID:**

Item No.	Item Code	F,S,P, A	Description	Unit	Quantity	Unit Cost	Amount
1			Mobilization	LS	1		
2			Traffic Control System	LS	1		
3			Water Pollution Control	LS	1		
4			CPM Schedule	LS	1		
5			Clearing and Grubbing (Allowance)	LS	1		
6			HMA Quality Control Plan	LS	1		
7			Hot Mix Asphalt (Type A) – 2.5 Inch Inlay	TON	7,755		
8			Hot Mix Asphalt (Type A) – 3 Inch Inlay	TON	1,178		
9			Hot Mix Asphalt (Type A) – 4 Inch Inlay	TON	992		
10		F	Grind and Removal of Existing Roadway - 2.5 Inch Depth (Final Pay)	CY	3,845		
11		F	Grind and Removal of Existing Roadway - 3 Inch Depth (Final Pay)	CY	582		
12		F	Grind and Removal of Existing Roadway - 4 Inch Depth (Final Pay)	CY	490		
13			Remove Existing PCC	SF	2,856		
14			3" AC Base Repairs (Including AC Removals) (Allowance)	TON	2,500		
15			Adjust Monument to Grade	EA	9		
16			Minor Concrete – Curb & Gutter	LF	73		
17			Minor Concrete – Valley Gutter & Spandrel	SF	560		
18			Minor Concrete – Type "V" Vee Gutter	LF	710		
19			Locate and Reference Water Valves (WV)	EA	84		
20			Locate and Reference PG&E Electrical Vaults	EA	7		
21			Thermoplastic Traffic Stripe - Detail 21	LF	10,506		
22			Pavement Marking (White)	SF	653		
23			Pavement Marker - Blue Reflective Marker	EA	28		
24			Install New STOP Sign and Pole	EA	1		

CF = Cubic Feet  
LF = Linear Foot

CY = Cubic Yard  
LS = Lump Sum

EA = Each  
SF = Square Feet

LB = Pounds  
TON = Ton (2000 lbs)

F – Final Pay Item  
S – Specialty Item  
P – Partial Pay Item

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

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

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

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

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

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

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

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the

Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

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

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

- 8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

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

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

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

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

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

Classification: \_\_\_\_\_  
License number: \_\_\_\_\_  
Expiration date: \_\_\_\_\_

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

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

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

(a) As used in this section:

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

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

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or

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

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

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



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

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

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

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

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

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

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

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

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

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

**LIST OF SUBCONTRACTORS**

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

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

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

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

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

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

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

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

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

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

NOTES: \*When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractor for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_,  
proposed subcontractor \_\_\_\_\_, hereby  
certifies that he/she/it has \_\_\_\_, has not \_\_\_\_, participated in a previous Contract or subcontract subject to  
the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where  
required, he/she/it has filed with the Joint Reporting committee, the Director of the Office of Federal  
Contract Compliance, a Federal Government contracting or administering agency, or the former  
President's Committee on Equal Employment Opportunity, all reports due under the applicable filing  
requirements.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also  
constitute signature of this Certification. Providing false information may result in criminal prosecution or  
administrative sanctions.

**PUBLIC CONTRACT CODE**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works and facilities Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

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**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Public Contract Code Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature: \_\_\_\_\_

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

**DEBARMENT AND SUSPENSION CERTIFICATION**

Title 2, Code of Federal Regulations, Part 180

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- does not have a proposed debarment pending; and,
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»



**STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS**  
(Public Contract Code Section 6101)

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works & facilities or purchase Contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works and facilities or purchase Contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented aliens..

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Providing false information may result in criminal prosecution or administrative sanctions.

**CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION**

(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Labor Code Section 3700 provides, in relevant part:

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

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in rescission of any contract awarded to bidder, criminal prosecution and/or administrative sanctions.



**BIDDER'S BOND**

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project:

\_\_\_\_\_ (exact description as on bid); and

WHEREAS Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the Contract and delivery of the bonds and insurance certificates, if the Contract is awarded to Principal; and

WHEREAS the Principal has submitted the above- mentioned bid to the County, for which bids are to be opened at \_\_\_\_\_ (city where bid opening), California, on, \_\_\_\_\_ (date bid opening).

NOW, THEREFORE, we \_\_\_\_\_, PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the County in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by said above-named Principal to the County, for the project described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

If the aforesaid Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said Contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Name and Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Name and Title \_\_\_\_\_

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