

**MONTEREY COUNTY  
RESOURCE MANAGEMENT AGENCY**

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**PUBLIC WORKS, FACILITIES AND PARKS**

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**SLOPE REPAIR  
VARIOUS LOCATIONS**

**Hall Rd @ Sill Rd**

**Federal Aid Project No: (CA2017-2) 32L0 (435)  
State Project No: 0518000055L-N**

**Aromas Rd @MP 0.5**

**Federal Aid Project No: (CA2017-2) 32L0 (438)  
State Project No: 0518000058L-N**

**Hall Rd @Las Lomas Rd**

**Federal Aid Project No: (CA2017-2) 32L0 (439)  
State Project No: 0518000059L-N**

**Hall Rd @ Pini Rd**

**Federal Aid Project No: (CA2017-2) 32L0 (440)  
State Project No: 0518000060L-N**

**San Juan Rd @Aromas**

**Federal Aid Project No: (CA2017-2) 32L0 (458)  
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State Project No: 0518000059L-N

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

3-5-2019  
Date

Registered Professional Engineer



FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2015, THE STANDARD PLANS 2015, 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

MARY GRACE PERRY  
Deputy County Counsel

3-7-2019

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

LESLIE J. GIRARD  
Chief Assistant County Counsel

APPROVED AS TO FISCAL TERMS

GARY GIBONEY  
Chief Deputy Auditor Controller

3-8-19

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## STANDARD PLANS LIST

The Standard Plan sheets applicable to this Contract include, but are not limited to those indicated below. The Standard Plans of 2015 and the Revised Standard Plans, which apply to this Contract, are included as attachments to these Special Provisions.

### GENERAL ROAD WORK

#### MISCELLANEOUS

A3A	Abbreviations
A3B	Abbreviations
A3C	Abbreviations
A10A	Lines and Symbols
A10B	Lines and Symbols
A10C	Lines and Symbols
A10D	Lines and Symbols
A10E	Lines and Symbols

#### TEMPORARY FACILITIES

T11	Traffic Control System for Lane Closure On Multilane Conventional Highways
T12	Traffic Control System for Half Road Closure On Multilane Conventional Highways and Expressways
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways

#### ROADSIDE SIGNS

RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2

#### CONCRETE BARRIER TYPE 60 SERIES

RSPA76A	Concrete Barrier Type 60 M
RSPA76B	Concrete Barrier Type 60 M
RSPA76BA	Concrete Barrier Type 60 MP
RSPA76BB	Concrete Barrier Type 60 PR
RSPA76BC	Concrete Barrier Type 60 AP
RSPA76C	Concrete Barrier Type 60 MF
RSPA76D	Concrete Barrier Type 60 MG
RSPA76E	Concrete Barrier Type 60 MG
RSPA76F	Concrete Barrier Type 60 MGF
RSPA76G	Concrete Barrier Type 60 MS
RSPA76I	Concrete Barrier Type 60 SF

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 May 9, 2019, for the

**SLOPE REPAIR  
VARIOUS LOCATIONS**

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State Project No: 0518000059L-N

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The work, in general, consists of repairing slope areas by grading, placement of fabric, rock slope protection and placement of concrete barrier, including but not limited to clearing and grubbing, and traffic control per the project Plans, Standard Specifications, Standard Plans, and these Special Provisions. The Engineer's Estimate for the construction costs is \$1,310,000.

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 DBE Contract goal is eighteen percent (18%).

The Bidder shall possess either a valid Class "A" license or a combination of Class C -8, Class C-31, Class C-32, and Class C-50 license, at the time of the Contract award.

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

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

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: <http://www.co.monterey.ca.us/publicworks/bids.htm>. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS, FACILITIES AND PARKS, 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of \$5.00. The electronic files can

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

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

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

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

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

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

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

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

Date: APRIL 2, 2019

NEVILLE PEREIRA  
INTERIM DEPUTY RMA DIRECTOR  
COUNTY OF MONTEREY



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

**SPECIAL PROVISIONS**

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Federal Aid Project No: (CA2017-2) 32L0 (439)  
State Project No: 0518000059L-N

**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 2015, 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: Monterey County Resource Management Agency  
Director: Chair of the Board of Supervisors  
Engineer: Resource Management Agency 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: Resource Management Agency Deputy Director of Public Works, Facilities and Parks.  
Attorney General: County Counsel-Risk Manager of Monterey County  
Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.

1-1.05 STATE HOLIDAYS:

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

**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/she/it 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" Contractor's license or a combination of Class C-8, Class C-12, Class C-31, Class C-32, and Class C-50.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE):

Replace Section 2-1.12, "Disadvantaged Business Enterprise," of the Standard Specifications for Federal Aid Contract with the following:

Slope Repair  
Various Locations

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- One hundred percent (100%) counts if the materials or supplies are obtained from a DBE manufacturer.
- Sixty percent (60%) counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

***a. DBE Commitment Submittal (CT Standard Spec 2-1.12B(2))***

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the

second low bidder, and the third low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the fifth calendar day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within five (5) calendar days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

***b. Good Faith Efforts Submittal***

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the fifth calendar day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the second and third bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

***c. Exhibit 15-G - Construction Contract DBE Commitment***

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

***d. Subcontractor and Disadvantaged Business Enterprise Records***

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each first tier subcontractor

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

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

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency will release the amount withheld upon submission of the completed form.

***e. Performance of Disadvantaged Business Enterprises***

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract

9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One (1) or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

#### 2-1.03 BID OPENING:

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

#### 2-1.04 BID RIGGING:

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

#### 2-1.05 SUBCONTRACTORS LIST:

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

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.

### 2-1.06 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.

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 and responsive 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 5:00 p.m. of the fifth business day following the notice of intent to award the Contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS, FACILITIES AND PARKS TO THE ATTENTION OF THE PROJECT MANAGER/1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS CA 93901-2438. Protests may be hand delivered or sent via facsimile (831)755-4958, certified United States Postal Services (USPS) mail, or E-mail to the attention of the



project manager. The project manager's E-mail address may be obtained by calling (831) 755-4800. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Public Works & Facilities 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 within ninety (90) days 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 with 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 RESOURCE MANAGEMENT PUBLIC WORKS, FACILITIES, AND PARKS 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 RESOURCE MANAGEMENT PUBLIC WORKS, FACILITIES, AND PARKS 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CA, 93901-2438.

### 3-1.03 CONTRACT BONDS (PUBLIC CONTRACT CODE § 10221 AND 10222):

In lieu of the second paragraph in Section 3-1.05 "Contract Bonds (Public Contract Code Sections 10221 and 10222)" 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:

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

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

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

Attention is directed to Department of Industrial Relations Contractor registration for a public works and facilities 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 Section 4104 of the Public Contract Code, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

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

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 work to be done consists, in general, to repair slope areas by grading slope, place fabric, rock slope protection and place concrete barrier per State Standard Plans, including but not limited to clearing and grubbing, and traffic control. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

### 4-1.02 INCREASED AND DECREASED QUANTITIES:

The County reserves the right to increase, decrease or delete the quantities of items as follows:

ITEM CODE.	ITEM
390120	Asphalt Concrete (Type A, ¾" Maximum Grading)
394040	Place Asphalt Concrete Dike (Type A)
721006	Rock Slope Protection (1/2 T, Method B)
721007	Rock Slope Protection (1/4 T, Method B)
730040	Minor Concrete (Gutter) (LF)
839703	Concrete Barrier (Type 60MC)

The adjustment provision in Section 4-1.05 "Changes and Extra Work" of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed, or installed.

### 4-1.03 BALANCING CHANGE ORDER:

Prior to submitting for the final estimate, a balancing change order adjusting quantities to reflect those actually used during construction will be issued.

#### 4-1.04 CHANGED CONDITION:

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

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

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

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

which an adjustment is provided or excluded under any other term or condition of this contract.

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

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

**SECTION 5 – CONTROL OF WORK**

**5-1.01 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.

**5-1.02 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. The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

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

The Contractor shall obtain encroachment permits prior to occupying County owned parcels outside the Contract limits. The required encroachment permits may be obtained from the MONTEREY COUNTY RESOURCE MANAGEMENT PUBLIC WORKS & FACILITIES, 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CA 93901-2438.

Residence trailers will not be allowed within the county right-of-way.

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

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

**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, except as noted on the Plans.

**6-1.02 BUY AMERICA:**

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

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

#### 6-1.03 RELATIVE COMPACTION:

Wherever relative compaction is specified to be determined by Test Method No. California 216 or Test Method No. California 231 the relative compaction will be determined by Test Method No. California 231.

#### 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/aml/>

#### 6-1.05 QUALITY ASSURANCE:

The Agency 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 Agency 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 7-1.02 K (3), "Certified Payroll Records (Labor Code 1776)," 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

payroll records and statements of benefits.

7-1.05 SURFACE MINING AND RECLAMATION ACT:

Attention is directed to the Surface Mining and Reclamation Act of 1975 (SMARA), commencing in Public Resources Code (PRC), Division 2. Geology, Mines and Mining, Chapter 9. SMARA, PRC 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 SMARA.

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 7-1.04, "Public Safety," and Section 7-1.03, "Public Convenience" 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 7-1.06 D (2) "Liability Limits/Additional Insured," 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 thirty 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, as 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 Deputy Director of Public Works, Facilities and Parks, 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.

7-1.09 FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL AID CONTRACTS:

See Appendix II.

**7-1.10 FEMALE AND MINORITY GOALS:**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal Aid Construction Contracts," the following are for female and minority utilization goals for Federal Aid construction Contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent (6.9%).

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties:	23.6

	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9    28.3   21.5  19.0  19.7  24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9  18.2

For the last full week in July during which work is performed under the contract, you and each non-material supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms to Engineer by August 15.

**7-1.11 FEDERAL TRAINEE PROGRAM:**

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the County of Monterey:

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

3. Training starting date for each classification.

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

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

Do not employ as an apprentice or trainee an employee:

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

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

In your training program, establish the minimum length and training type for each classification. The County of Monterey and FHWA approves a program if one (1) of the following is met:

1. It is calculated to:
  - Meet your equal employment opportunity responsibilities.
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal aid highway construction contracts.

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

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

The County of Monterey reimburses you eighty cents (\$0.80) per hour of training given an employee on this contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a Federal aid project and you do at least one (1) of the following:
  - Contribute to the cost of the training.
  - Provide the instruction to the apprentice or trainee.

- Pay the apprentice's or trainee's wages during the off-site training period.

3. If you comply with this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.

#### 7-1.12 TITLE VI ASSURANCES

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

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

b. cancellation, termination or suspension of the Agreement, in whole or in part.

- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

#### 7-1.13 USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

### SECTION 8 - PROSECUTION AND PROGRESS

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

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 SIXTY (60) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of \$3,300 per day, for each and every calendar days' 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, insert the following:

A pre-construction conference will be held at the office of the MONTEREY COUNTY RESOURCE MANAGEMENT PUBLIC WORKS, FACILITIES & PARKS, 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CA, 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.

**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 Microsoft Project 2010.

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:**

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

This provision applies to both DBE and non-DBE subcontractors.

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

**9-1.02 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 Contracts Codes 20104):
  - 1a. This article applies to all public works & facilities 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 Section 1101 of the Public Contract Code 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 Contracts Codes 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 of 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 or by stipulation of both parties. If the parties fail to select a mediator within 15 days, any party may petition the court to appoint the mediator.

- 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code Section 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.

## SECTION 10 – GENERAL

### 10-1.01 WORK SEQUENCING:

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the Storm Water Pollution Prevention Plan prior to performing work having potential to cause water pollution.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions.

The Contractor shall perform clearing and grubbing activities in conformance with these special provisions prior to grading slopes, placing fabric, aggregate base, rock slope protection and concrete barrier construction.

Prior to the start of excavation for the concrete barriers, the contractor shall have an approved concrete mix submittal, and a certified asphalt concrete plant and an approved mix design for the hot mix asphalt concrete paving.

At the end of each working day if a difference in excess of 0.15 of a foot exists between the elevation of the existing pavement and the elevation of an excavation within eight (8) feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way.

During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal: vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

Prior to applying hot mix asphalt (type A), slurry seal and tack coat, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the hot mix asphalt (type A) and tack coat have been placed. After completion of hot mix asphalt (type A) and tack coat operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per ton for the item of work involved, and no additional compensation will be allowed therefor.

## **SECTION 12 TEMPORARY TRAFFIC CONTROL**

### **12-1.01 FLAGGING COSTS:**

Replace Section 12-1.04, "Payment," of the Standard Specifications the following with:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under provisions in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and for providing stands or towers for use of flaggers is included in the price paid for Traffic Control System.

### **12-1.02 PORTABLE CHANGEABLE MESSAGE SIGN:**

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall conform to Section 12-3.32 "Portable Changeable Message Signs," of the Standard Specifications and Section 12-4, "Maintaining Traffic," of these special provisions."

Start displaying the message on the portable changeable message sign 30 minutes before closing the lane.

Place the portable changeable message sign in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Connector closure
3. Shoulder closure
4. Speed reduction zone

A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages.

Seven (7) calendar days prior to the start of work, portable changeable message signs shall be placed at minimum, at both begin and end limits of construction, warning the public of expected

delays due to construction activities, as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing the portable changeable message sign, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the Contract lump sum price paid for traffic control system.

#### 12-1.04 PORTABLE TRANSVERSE RUMBLE STRIP:

Replace Section 12-3.36 of the Revised Standard Specification for Section 12-3 with:  
"12-3.36 Portable Transverse Rumble Strip

#### GENERAL

##### Summary

Section 12-3.36 includes specifications for placing portable transverse rumble strips.

##### Definitions

Not Used

##### Submittals

Submit a copy of the manufacturer's instructions.

##### Quality Control and Assurance

Not Used

#### MATERIALS

The portable transverse rumble strip must be either the Road Quake 2 or the Road Quake 2F Folding Temporary Portable Rumble Strip manufactured by Plastic Safety Systems, Inc. For information on obtaining the rumble strips, contact:

##### Customer Service

Plastic Safety Systems, Inc.  
2444 Baldwin Road  
Cleveland, OH 44104

Telephone Number: (800) 662-6338 or (216) 231-8590

#### CONSTRUCTION

Place portable transverse rumble strips before closing the lane to traffic.

The color of the portable transverse rumble strips must be black or orange. Use two (2) arrays and, each array must consist of three (3) rumble strips.

Portable transverse rumble strips must not be placed:

1. On sharp horizontal or vertical curves
2. Through pedestrian crossings

Slope Repair

36

Various Locations.

MGP 03.05.19

If the portable transverse rumble strips become out of alignment or skewed by more than six (6) inches, measured from one end to the other, readjust to bring the placement back to the original location.

Portable transverse rumble strips are not required if any of the following conditions is met:

1. Work duration occupies a location for four (4) hours or less.
2. Posted speed limit is below 45 mph.
3. Work is of emergency nature.
4. Work zone is in snow or icy weather conditions.

For a Road Quake 2 rumble strip, securely connect the three (3) sections under the manufacturer's instructions before placing them in the traffic lane.

Remove all portable transverse rumble strips and warning signs before opening the lane to traffic.

If the Engineer determines that the portable transverse rumble strips no longer provide audible and vibratory alerts, replace them.

#### PAYMENT

The cost for portable transverse rumble strip is included in the Contract lump sum price paid for traffic control system."

#### 12-1.05 MAINTAINING TRAFFIC:

Maintaining traffic shall conform to the provisions in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12-4, "Maintaining Traffic," of the Standard Specifications.

Closures shall conform to the provisions in Section 12-4.02, "Traffic Control Systems," of these special provisions.

#### CLOSURE REQUIREMENTS

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic," except for work required under Sections 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" of the Standard Specifications.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

A minimum of one (1) traffic lane, not less than 12 feet wide in each direction, shall be open for use by public traffic at all times except as follows: During construction activity one (1) lane of traffic will be allowed to serve both directions of traffic between the hours of 8:00 P.M. and 5:00 A.M. When only one (1) traffic lane is available, traffic shall be monitored by no less than two (2) representatives of the Contractor who shall control the flow of traffic through the work site. Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed ten (10) minutes.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1, W21-5b, and C24 (CA) signs shall be considered as included in the Contract lump sum price paid for construction area signs and no additional compensation will be allowed therefore.

**CLOSURE SCHEDULE**

<b>Chart No. 1</b>																							
<b>Conventional Highway Lane Requirements</b>																							
County: Monterey								Route/Direction: Hall Rd, Aromas Rd, San Juan Rd / EB & WB								MP: Various Locations							
Closure Limits: From: Various.																							
<b>FROM HOUR TO HOUR</b>																							
24010203040506070809101112 114151 1718192021222324																							
Mondays through Fridays																							
Saturdays																							
Sundays																							
Legend:																							
<input type="checkbox"/> Closure with reversible control permitted.																							
<input type="checkbox"/> No closure permitted.																							
REMARKS:																							
Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																							

For operations requiring lane closure, submit the contingency plan and discuss with the Engineer

at least five (5) business days before starting that operation. Submit any revisions to the contingency plan for an operation at least five (5) business days before starting that operation. Do not close any lanes until the contingency plan has been authorized.

**12-1.07 TEMPORARY RAILING:**

Temporary Railing (Type K) is County furnished and initially placed at each location. Resetting of the temporary railings and temporary crash cushion modules is included in the price paid for Traffic Control System.

No gaps shall remain open between railings at the end of the day.

Attention is directed to "Public Safety" and "Order of Work" of these Special Provisions.

Salvage temporary railing when no longer required at each site. Deliver temporary railings to the County stock pile yards located at the intersection of Elkhorn Road and Garin Road and on San Miguel Canyon Road, just east of Hall Road. The Engineer will coordinate the delivery and access to the county yards. Grading and clearing the yard area that will receive the temporary railing shall be included in the unit cost paid for the Relocate Concrete Barrier (Type K). Salvage of temporary railing is paid for as Relocate Concrete Barrier (Type K).

**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.

Water Pollution Control Program is paid for as Prepare Water Pollution Control Program.

**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.

Job site management is paid for as Job Site Management.

**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.

Temporary Sediment Control is included in the Contract price paid for as Job Site Management.

**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 NOISE AND VIBRATION:**

## NOISE CONTROL

Replace the second paragraph in Section 14-8.02 of the Standard Specifications with the following:

Do not exceed 85 dBA (max) at 50 feet from the job site activities; where such noise will impact existing development.

Provide one (1) Type 1 sound level meter and one (1) acoustic calibrator to be used by the Department until Contract acceptance. Provide training by a person trained in noise monitoring to one (1) Department employee designated by the Engineer. The sound level meter must be calibrated and certified by the manufacturer or other independent acoustical laboratory before delivery to the Department. Provide annual recalibration by the manufacturer or other independent acoustical laboratory. The sound level meter must be capable of taking measurements using the A-weighting network and the slow response settings. The measurement microphone must be fitted with a windscreen. The Department returns the equipment to you at Contract acceptance.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed therefor.

### 14-1.03 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 "Unanticipated Discovery of Asbestos and Hazardous Substance," and Section 14-11.03 "Hazardous Waste Management," of the Standard Specifications and this special provision.

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

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

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

### 14-1.04 AIR QUALITY:

Comply with Section 14-9, "Air Quality," of the Standard Specifications.

Dust control is included in the Contract price paid for as Job Site Management.

## SECTION 15 – EXISTING FACILITIES

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



**15-1.01 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.

Notify any involved utilities and/or agencies five (5) days prior to the beginning of construction.

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 workers 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 six (6) inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which does not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

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

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

**SECTION 17 – GENERAL**

**16-1.01 CLEARING AND GRUBBING:**

Comply with Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Clear and grub the entire length of the job site. Trim existing tree branches and shrubs to have a minimum lateral clearance of three (3) feet from proposed edge of pavement and vertical clearance of 20 feet. Remove and dispose of all trimmings and debris.

Clearing and Grubbing is paid for as Clearing and Grubbing.

**SECTION 19 – EARTHWORK**

**19-3 STRUCTURE EXCAVATION AND BACKFILL**

Structure Excavation includes excavating foundations for concrete barrier.

## SECTION 83 – RAILINGS AND BARRIERS

### 83-1.01 GENERAL:

Comply with Section 83, "Railings and Barriers," of the Standard Specifications and these Special Provisions.

### 83-1.04 CONCRETE BARRIER:

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications with Amendments issue date 11-30-15 and these special provisions. Concrete Barriers shall be Concrete Barrier (Type 60MC) at locations and as shown on the plans.

The payment quantity for Concrete Barrier (Type 60MC) is the length measured along the top of the barrier.

The Contract price paid per linear foot for Concrete Barrier (Type 60 MC) includes for constructing Concrete Barrier Type 60MC; weep holes, and related drainage facilities; and required pervious backfill material and class 2 aggregate base material.

**APPENDIX I - SAMPLE AGREEMENT**

**SAMPLE AGREEMENT**

**CONTRACT FOR PUBLIC WORK**

**COUNTY OF MONTEREY**

**STATE OF CALIFORNIA**

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and \_\_\_\_\_, hereinafter called the "Contractor," (collectively referred to as "the parties").

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:

**SLOPE REPAIR  
VARIOUS LOCATIONS**

**Hall Rd @ Sill Rd**

Federal Aid Project No: (CA2017-2) 32L0 (435)  
State Project No: 0518000055L-N

**Hall Rd @ Pini Rd**

Federal Aid Project No: (CA2017-2) 32L0 (440)  
State Project No: 0518000060L-N

**Aromas Rd @MP 0.5**

Federal Aid Project No: (CA2017-2) 32L0 (438)  
State Project No: 0518000058L-N

**San Juan Rd @Aromas**

Federal Aid Project No: (CA2017-2) 32L0 (458)  
State Project No: 0518000068L-N

**Hall Rd @Las Lomas Rd**

Federal Aid Project No: (CA2017-2) 32L0 (439)  
State Project No: 0518000059L-N

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

- (a) The Standard Specifications 2015, and the Standard Plans 2015, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

**PROJECT PLANS FOR CONSTRUCTION OF  
SLOPE REPAIR AT VARIOUS LOCATIONS**

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds require
- (f) Federal Wage Rates
- (g) Certificate of Insurance
- (h) Form FHWA-1273
- (i) The accepted bid/proposal including the following:
  - (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code
    - Section 10285.1 Statement
    - Section 10162 Questionnaire
    - Section 10232 Statement
  - (4) Noncollusion Declaration
  - (5) Debarment and Suspension Certification
  - (6) NonLobbying Certification For Federal Aid Contracts
  - (7) Disclosure of Lobbying Activities
  - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
  - (9) Statement Concerning Employment Of Undocumented Aliens
  - (10) Contractor's Certificate As To Worker's Compensation
  - (11) List of Satisfied Public Agencies
  - (12) Exhibit 15-G Local Agency Bidder DBE Commitment  
(Construction Contracts)
  - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment  
(Construction Contracts)
  - (14) Exhibit 15-H DBE Information-Good Faith Efforts
  - (15) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one (1) 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 AGREEMENT 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/her/its employees.

3. CONTRACT PRICE

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

**SLOPE REPAIR  
VARIOUS LOCATIONS**

Item No.	Item Code	FS P	Description	Unit	Quantity	Unit cost	Amount
<b>Hall Rd @ Sill Rd</b>							
<b>Federal Aid Project No: (CA2017-2) 32L0 (435) / State Project No: 0518000055L-N</b>							
1.1	120090	S	Construction Area Signs	LS	1		
1.2	120100	S	Traffic Control System	LS	1		
1.3	130100		Job Site Management	LS	1		
1.4	130300		Prepare Water Pollution Control Program	LS	1		
1.5	170103		Clearing and Grubbing	LS	1		
1.6	839759		Relocate Concrete Barrier (Type K)	LF	400		
1.7	192037	F	Structure Excavation (Retaining Wall)	CY	89		
1.8	839642		Concrete Barrier (Type 60MC)	LF	400		
1.9	390132		Asphalt Concrete (Type A, 3/4" Maximum Grading)	TON	180		
1.10	394073		Place Asphalt Concrete Dike (Type A)	LF	420		
1.11	721014	F	Rock Slope Protection (1/4 T, Method B)	TON	68		
1.12	721031	F	Rock Slope Protection (1/2 T, Method B)	TON	205		
1.13	729011	F	Rock Slope Protection Fabric (Class 8)	SY	552		
1.14	210430		Erosion-Control (Hydroseed)	SY	1200		
1.15	820132		Object Marker (Type L)	EA	2		
1.16	840505		6" Thermoplastic Traffic Stripe	LF	420		
1.17	730040		Minor Concrete (Gutter) (LF)	LF	700		
1.18	999990		Mobilization	LS	1		
<b>SUBTOTAL 1</b>							
<b>Aromas Rd @MP 0.5</b>							
<b>Federal Aid Project No: (CA2017-2) 32L0 (438) / State Project No: 0518000058L-N</b>							

2.1	120090	S	Construction Area Signs	LS	1		
2.2	120100	S	Traffic Control System	LS	1		
2.3	130100		Job Site Management	LS	1		
2.4	130300		Prepare Water Pollution Control Program	LS	1		
2.5	170103		Clearing and Grubbing	LS	1		
2.6	839769		Relocate Concrete Barrier (Type K)	LF	420		
2.7	192037	F	Structure Excavation (Retaining Wall)	CY	94		
2.8	839703		Concrete Barrier (Type 60MC)	LF	420		
2.9	390120		Asphalt Concrete (Type A, 3/4" Maximum Grading)	TON	48		
2.10	203031		Erosion-Control (Hydroseed)	SY	1556		
2.11	820132		Object Marker (Type L)	EA	2		
2.12	840505		6" Thermoplastic Traffic Stripe	LF	420		
2.13	999990		Mobilization	LS	1		
<b>SUBTOTAL 2</b>							
<b>Hall Rd @Las Lomas Rd</b>							
<b>Federal Aid Project No: (CA2017-2) 32L0 (439) / State Project No: 0518000059L-N</b>							
3.1	120090	S	Construction Area Signs	LS	1		
3.2	120100	S	Traffic Control System	LS	1		
3.3	130100		Job Site Management	LS	1		
3.4	130300		Prepare Water Pollution Control Program	LS	1		
3.5	170103		Clearing and Grubbing	LS	1		
3.6	839769		Relocate Concrete Barrier (Type K)	LF	460		
3.7	192037	F	Structure Excavation (Retaining Wall)	CY	100		
3.8	839703		Concrete Barrier (Type 60MC)	LF	450		
3.9	390120		Asphalt Concrete (Type A, 3/4" Maximum Grading)	TON	60		
3.10	394040		Place Asphalt Concrete Dike (Type A)	LF	450		
3.11	721007	F	Rock Slope Protection (1/4 T, Method B)	TON	250		

3.12	729011	F	Rock Slope Protection (1/2 T, Method B)	TON	84		
3.13	729011	F	Rock Slope Protection Fabric (Class 8)	SY	555		
3.14	203031		Erosion-Control (Hydroseed)	SY	1415		
3.15	820132		Object Marker (Type L)	EA	2		
3.16	840505		6" Thermoplastic Traffic Stripe	LF	450		
3.17	999990		Mobilization	LS	1		
<b>SUBTOTAL 3</b>							
<b>Hall Rd @ Pini Rd</b>							
<b>Federal Aid Project No: (CA2017-2) 32L0 (440) / State Project No: 0518000060L-N</b>							
4.1	120090	S	Construction Area Signs	LS	1		
4.2	120100	S	Traffic Control System	LS	1		
4.3	130100		Job Site Management	LS	1		
4.4	130300		Prepare Water Pollution Control Program	LS	1		
4.5	170103		Clearing and Grubbing	LS	1		
4.6	839769		Relocate Concrete Barrier (Type K)	LF	780		
4.7	192037	F	Structure Excavation (Retaining Wall)	CY	170		
4.8	839703		Concrete Barrier (Type 60MC)	LF	765		
4.9	390120		Asphalt Concrete (Type A, 3/4" Maximum Grading)	TON	105		
4.10	394040		Place Asphalt Concrete Dike (Type A)	LF	760		
4.11	721007	F	Rock Slope Protection (1/4 T, Method B)	TON	55		
4.12	729011	F	Rock Slope Protection (1/2 T, Method B)	TON	165		
4.13	729011	F	Rock Slope Protection Fabric (Class 8)	SY	560		
4.14	203031		Erosion-Control (Hydroseed)	SY	2833		
4.15	820132		Object Marker (Type L)	EA	2		
4.16	840505		6" Thermoplastic Traffic Stripe	LF	780		
4.17	999990		Mobilization	LS	1		
<b>SUBTOTAL 4</b>							

<b>San Juan Rd @Aromas</b>							
<b>Federal Aid Project No: (CA2017-2) 32L0 (458) / State Project No: 0518000068L-N</b>							
5.1	120090	S	Construction Area Signs	LS	1		
5.2	120100	S	Traffic Control System	LS	1		
5.3	130100		Job Site Management	LS	1		
5.4	130300		Prepare Water Pollution Control Program	LS	1		
5.5	170103		Clearing and Grubbing	LS	1		
5.6	839769		Relocate Concrete Barrier (Type K)	LF	280		
5.7	394040		Place Asphalt Concrete Dike (Type A)	LF	280		
5.8	721007	F	Rock Slope Protection (1/4 T, Method B)	TON	40		
5.9	729011	F	Rock Slope Protection (1/2 T, Method B)	TON	118		
5.10	729011	F	Rock Slope Protection Fabric (Class 8)	SY	427		
5.11	203031		Erosion-Control (Hydroseed)	SY	611		
5.12	840505		6" Thermoplastic Traffic Stripe	LF	280		
5.13	999990		Mobilization	LS	1		
<b>SUBTOTAL 5</b>							
<b>TOTAL COST</b>							

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



4. PUBLIC WORKS CONTRACT.

The parties to this Agreement understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 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.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date appearing below their respective signatures.

**CONTRACTOR:**

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

By:

\_\_\_\_\_  
Corp: Signature of Chair, President, or Vice-President  
LLC: Signature of Managing Member

By:

\_\_\_\_\_  
Corp: Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer  
LLC: Signature of Managing Member

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

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

Its:

\_\_\_\_\_  
Title

Its:

\_\_\_\_\_  
Title

Date:

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

**COUNTY OF MONTEREY:**

**APPROVE AS TO FISCAL TERMS**

By: \_\_\_\_\_  
Name: Neville Pereira, CBO, P.E.  
Interim RMA Deputy Director of  
Title: Public Works, Facilities & Parks  
Dated: \_\_\_\_\_

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

**APPROVE AS TO FORM**

**APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE**

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

By: \_\_\_\_\_  
Name: Leslie J. Girard  
Title: Chief Assistant County Counsel  
Date: \_\_\_\_\_

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

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

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

SLOPE REPAIR  
VARIOUS LOCATIONS

Hall Rd @ Sill Rd

Federal Aid Project No: (CA2017-2) 32L0 (435)  
State Project No: 0518000055L-N

Hall Rd @ Pini Rd

Federal Aid Project No: (CA2017-2) 32L0 (440)  
State Project No: 0518000060L-N

Aromas Rd @MP 0.5

Federal Aid Project No: (CA2017-2) 32L0 (438)  
State Project No: 0518000058L-N

San Juan Rd @Aromas

Federal Aid Project No: (CA2017-2) 32L0 (458)  
State Project No: 0518000068L-N

Hall Rd @Las Lomas Rd

Federal Aid Project No: (CA2017-2) 32L0 (439)  
State Project No: 0518000059L-N

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 & Facilities).

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:

SLOPE REPAIR  
VARIOUS LOCATIONS

Hall Rd @ Sill Rd

Federal Aid Project No: (CA2017-2) 32L0 (435)  
State Project No: 0518000055L-N

Hall Rd @ Pini Rd

Federal Aid Project No: (CA2017-2) 32L0 (440)  
State Project No: 0518000060L-N

Aromas Rd @MP 0.5

Federal Aid Project No: (CA2017-2) 32L0 (438)  
State Project No: 0518000058L-N

San Juan Rd @Aromas

Federal Aid Project No: (CA2017-2) 32L0 (458)  
State Project No: 0518000068L-N

Hall Rd @Las Lomas Rd

Federal Aid Project No: (CA2017-2) 32L0 (439)  
State Project No: 0518000059L-N

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

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

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

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

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

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

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

**APPENDIX II – EXHIBITS AND FORMS**

FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL AID CONTRACTS:





Form CP-CEM 2403(F) (New 10/99)

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT**

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to Contractors on federally funded projects that had a changed in Certification status during the course of the completion of the Contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the Contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the Contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and Contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those Contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.



FINAL REPORT – UTILIZATION OF  
DISADVANTAGED BUSINESS  
ENTERPRISES (DBE), FIRST-TIER  
SUBCONTRACTORS  
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal Aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime Contractor name and business address. The focus of the form is to describe who did what by Contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime Contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six (6) columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a Contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this Contractor under the appropriate DBE identification column.

If a Contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six (6) columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The Contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

**FEDERAL AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT**

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION  
 FEDERAL AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

OMB NO. 2125-0019  
 Report For  
 Local Agency Contract No. \_\_\_\_\_  
 JULY \_\_\_\_\_ 20\_\_

1. CHECK APPROPRIATE Contractor Subcontractor	2. NAME AND ADDRESS OF FIRM	3. FEDERAL AID PROJECT NUMBER	4. TYPE OF CONSTRUCTION
5. COUNTY AND STATE	6. PERCENT COMPLETE	7. BEGINNING CONSTR. DATE	8. DOLLAR AMOUNT OF CONTRACT
			9. ESTIMATED PEAK EMPLOYMENT Month and Year (a)
			Number of Employees (b)

**10. EMPLOYMENT DATA**

JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic Origin		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
OFFICIALS (Managers)																			
SUPERVISORS																			
FOREMEN/WOMEN																			
CLERICAL																			
EQUIPMENT OPERATORS																			
MECHANICS																			
TRUCK DRIVERS																			
IRONWORKERS																			
CARPENTERS																			
CEMENT MASONS																			
ELECTRICIANS																			
PIPEFITTERS PLUMBERS																			
PAINTERS																			
LABORERS, SEMI-SKILLED																			
LABORERS, UNSKILLED																			
TOTAL																			

11. PREPARED BY: (Signature and Title of Contractor's Representative) \_\_\_\_\_ DATE \_\_\_\_\_

12. REVIEWED BY: (Signature and Title of Local Agency Official) \_\_\_\_\_ DATE \_\_\_\_\_

Distribution: Prepared by the contractor and subcontractors and sent to the local agency (1) Original - Local agency project files (2) Copy - Caltrans District Local Assistance

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

PREVIOUS EDITION ARE OBSOLETE

LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR  
COMPLETING FHWA 1391 FORM

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

**WHO MUST REPORT:**

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

**REPORT DATA:**

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

**DUE DATE:**

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

**DEFINITION OF TERMS:**

- |                         |   |
|-------------------------|---|
| OFFICIALS (Managers):   | Officers, project engineers, superintendents, etc., who have management level responsibility and authority.   |
| SUPERVISORS:            | All levels of project supervision, if any, between management and foremen levels.   |
| FOREMEN/WOMEN:          | Men and women in direct charge of crafts workers and laborers performing work on the project.   |
| MECHANICS:              | Equipment service and maintenance personnel.  |
| LABORERS, SEMI-SKILLED: | All laborers classified by specialized type of work.  |
| LABORERS, UNSKILLED:    | All Non-classified laborers.  |
| OTHERS:                 | Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for. |

## BLOCK ENTRIES

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

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

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



# NOTICE

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

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

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

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

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

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

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