

MONTEREY COUNTY
PUBLIC WORKS

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)**




**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**COUNTYWIDE GUARDRAIL
PROJECT NO. 1149**

State Project No: 05180000L-N

Federal Aid Project No: HSIPL-5944(130)

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


Jonathan L. Pascua
12/15/2020
Date





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

APPROVED AS TO FORM

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

APPROVED AS TO FISCAL TERMS

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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 2018 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	Legend - Lines and Symbols
A10A	Legend - Lines and Symbols
A10B	Legend - Lines and Symbols
A10C	Legend - Lines and Symbols
A10D	Legend - Lines and Symbols
A10E	Legend - Lines and Symbols

TEMPORARY FACILITIES

T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
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ROADSIDE SIGNS

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

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
RSP A73B	Markers
A73C	Delineators, Channelizers and Barricades

METAL BEAM GUARD RAILING

RSP A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
RSP A77M1	Midwest Guardrail System - Standard Hardware
RSP A77N1	Midwest Guardrail System - Wood Post and Wood Block Details
RSP A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
RSP A77N4	Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details
A77N5	Minor Concrete Vegetation Control – Guardrail System
A77N5A	Minor Concrete Vegetation Control – Guardrail System – Narrow Vegetation Control Installation
A77N6	Minor Concrete Vegetation Control – Guardrail System – For Terminal System End Treatments
A77N11	Minor Concrete Vegetation Control – Guardrail System – Miscellaneous Details
RSP A77P2	Midwest Guardrail System - Typical Layouts for Embankments
A77T2	Midwest Guardrail System – Buried Post End Anchor

COUNTY OF MONTEREY
PUBLIC WORKS

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until **2:00 p.m., on February 19, 2021**, for the:

**COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
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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 to be done consists, in general, of the replacement and upgrade of existing guardrails to current State Standards, including but not limited to clearing and grubbing (removal of objectionable materials within construction areas), and traffic control. The Engineer's Estimate for the construction costs is \$693,000.

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 twelve percent (12%).

The Bidder shall possess either a valid Class "A" license or a combination of Class C-8, Class C-12, Class C-31, and Class C-32, 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:

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

Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY, PUBLIC WORKS, 1441 SCHILLING PLACE, 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 Resource Management Agency, Public Works, 1441 Schilling Place, Salinas, CA 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of 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: January 26, 2021

RANDY ISHII, P.E.
PUBLIC WORKS, FACILITIES & PARKS
COUNT OF MONTEREY

PUBLIC WORKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

**COUNTYWIDE GUARDRAIL PROJECT
PROJECT NO. 1149
State Project No: 0518000041L-N
Federal Aid Project No: HSIPL-5944(130)**

SECTION 1 – DEFINITION AND TERMS

1-1.01 SPECIFICATIONS AND PLANS:

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

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

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

1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:

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

1-1.03 DEFINITIONS:

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

State:	County of Monterey
Department:	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 **Holidays** 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-21, Class C-31, and Class `C-32.

2-1.02 DISADVANTAGE BUSINESS ENTERPRISE (DBE):

The DBE Contract goal is twelve percent (12%).

The contractor, subrecipient or subcontractor shall 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 contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

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

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent 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."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

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 26 in the award and administration of federal-aid 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the Agency from progress payments due to the prime

contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. 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.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder 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. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's 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 (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
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. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

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

f. Commitment and Utilization

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall 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 bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall 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 they receive authorization for a substitution.

The prime contractor shall:

1. Notify the Resident Engineer or Inspector 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 1st-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 (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

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 Specifications, insert the following:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the fifth 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, TO THE ATTENTION OF THE PROJECT MANAGER, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [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 Department of Public Works requests to provide additional information. The Department shall respond to the protesting party, stating its finding. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the contract, if it be awarded, will be to the lowest responsible bidder 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 AGENCY, PUBLIC WORKS so that it is received within ten (10) working 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 AGENCY, PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901-2438.

3-1.03 CONTRACT BONDS (PUBLIC CONTRACT CODE SECTIONS 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).

The Contractor shall possess either a valid Class “A” license or a combination of Class C-8, Class C-12, Class C-31, and Class C-32, at the time of the contract award.

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

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

Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of 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, in general, consists of the reconstructing existing guardrails, including but not limited to clearing and grubbing, shoulder grading, and traffic control. Such other items or details, not mentioned above, that are required by the project Plans and Special Provisions, Standard Specifications, and Standard Plans, 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
190185a	Shoulder Grading
810190	Guard Railing Delineator
820134	Object Marker (Type P)
832070	Vegetation Control (Minor Concrete)

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 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 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, 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, 2ND FLOOR, SALINAS, CALIFORNIA 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:

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

Furnish steel and iron materials to be incorporated into the work with certificates of compliance 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.

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:

<https://dot.ca.gov/programs/engineering-services/authorized-materials-lists>

6-1.05 QUALITY ASSURANCE:

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor 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 <https://wdolhome.sam.gov/>.

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

7-1.04 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K (3), "Certified Payroll Records," of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions by his/her/its Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

7-1.05 SURFACE MINING AND RECLAMATION ACT:

Attention is directed to the Surface Mining and Reclamation Act of 1975 (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:

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.

Install authorized protective systems and devices under the following conditions:

1. Fixed objects within 15 feet of the adjacent travel way.
2. Drop offs or side slopes steeper than 4:1 within 15 feet of the adjacent travel way.

Furnishing and maintaining these systems and devices are included in the contract item paid for Traffic Control System.

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, for FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS.

“Section VI. Subletting or Assigning the Contract” does not apply since this project is off the National Highway System (NHS).

7-1.10 DBE RUNNING TALLY OF ATTAINMENTS:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

7-1.11 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.

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	

	Economic Area	Goal (Percent)
	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 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
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	11.9 28.3 21.5 19.0 19.7

Economic Area		Goal (Percent)
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	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 of July during which work is performed under the contract, the prime contractor 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 by August 15.

7-1.12 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 the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

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

Before starting work, the prime contractor shall 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

The prime contractor shall obtain the County of Monterey approval for this submitted information before the prime contractor starts work. The County of Monterey credits the prime contractor for each apprentice or trainee the prime contractor employs on the job 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

journeyman status. The prime contractor shall 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 and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall 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

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The County of Monterey and FHWA approves a program if one 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

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall 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 the prime contractor 80 cents 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 prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies 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 as 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

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

7-1.13 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, and/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.

7-1.14 USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

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 States 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 20690.
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 FIFTY (50) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of \$3,200 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, 2ND FLOOR, SALINAS, CALIFORNIA, 93901 where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

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 FROM THE AGENCY TO THE CONTRACTORS:

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

9-1.02 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 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 Code Section 20104.2):

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

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- 2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or

within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

- 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.
5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.

C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4):

The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contracts Codes 2104.6):

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.

Perform clearing and grubbing, and shoulder grading in conformance with these Special Provisions prior to constructing the guard railings.

Comply with the NEPA Environmental requirements for this project as specified on CALTRANS Categorical Exemptions/Categorical Exclusion Determination Form in Appendix III of this Special Provisions. Standard avoidance measures for invasive species and biological resources must be implemented to assure no impacts to California Red Legged Frog (CRLF) will occur.

SECTION 12 TEMPORARY TRAFFIC CONTROL

12-1.01 TRAFFIC CONTROL PLAN:

Submit a "Traffic Control Plan" a minimum of ten (10) days prior to initial work to determine

the Contractor's plan for the safe handling of traffic during work activities. The Contractor and the Engineer will meet to review, discuss, and obtain concurrence of the plan prior to approval by the Engineer. The Engineer will submit approval with revisions to the "Traffic Control Plan" to the Contractor after submittal review and acceptance of the plan.

The Traffic Control Plan must include plans to provide public safety in accordance with section 7-1.04 of the Standard Specifications. Install authorized protective systems and devices for the following conditions:

1. Fixed objects within 15 feet of the adjacent travel way.
2. Drop offs or side slopes steeper than 4:1 within 15 feet of the adjacent travel way.

Implementation of these plans are included in the contract item paid for Traffic Control System.

12-1.02 FLAGGING COSTS:

Replace the entirety of Section 12-1.04 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.

12-1.03 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 12-1.05, "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 IMPACT ATTENUATOR VEHICLE:

Replace Section 12-3.23A(1), “Summary,” of the Standard Specifications with:

Section 12-3.23 includes specifications for protecting traffic and workers with an impact attenuator vehicle during moving lane closures and when placing and removing components of stationary lane closures, ramp closures, shoulder closures, or a combination.

Insert the following in Section 12-3.23D, “Payment” of the Standard Specifications:

The cost for impact attenuator vehicle is included in the contract lump sum price paid for traffic control system.

12-1.05 PORTABLE TRANSVERSE RUMBLE STRIP:

Replace section 12-3.36 of the Standard Specifications with:

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 RoadQuake 2 or the RoadQuake 2 Folding 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

Use a traffic break or an impact attenuator vehicle as a shadow vehicle when placing and removing the portable transverse rumble strips. Rumble strips must be in place before road

construction begins.

If used for flagging operations, place 2 arrays of portable transverse rumble strips transverse to the vehicular traffic movement in advance of and approach to each flagger station. Each array must consist of 3 rumble strips spaced from 6 to 10 feet apart. Place the 1st array adjacent to the W20-4 (One Lane Road Ahead) sign. Place the 2nd array adjacent to C9A(CA) (CA flagger symbol) sign.

If the RoadQuake 2 is used, securely connect the 3 sections under the manufacturer's instructions before placing them in the traffic lane.

Install the Rumble Strips warning sign half way between the W20-1 (Road Work Ahead) sign and the W20-4 (One Lane Road Ahead) sign under section 12-3.06.

Remove all portable transverse rumble strips and warning signs at the end of lane closure and flagging operations.

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

PAYMENT

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

12-1.06 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 12-1.06, "Traffic Control System for Lane Closure," 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.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 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 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

Chart No. 1 Conventional Highway Lane Requirements																									
County: Monterey					<u>Route/Direction:</u> Carpenteria Road / NB and SB Reservation Road / EB and WB Laureles Grade / NB and SB Old Stage Road / EB and WB Carmel Valley Road / EB and WB Carmel Valley Road / EB and WB Carmel Valley Road / EB and WB										<u>Approximate Mile Post:</u> MP 0.50 MP 4.77 MP 2.82 MP 0.46 MP 2.00 MP 5.52 MP 10.67										
Closure Limits: 200 feet before the beginning and end of limits of work.																									
FROM HOUR TO HOUR 24 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24																									
Mondays through Thursdays																									
Fridays																									
Saturdays																									
Sundays																									
Legend:																									
<input type="checkbox"/> R 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 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:

Replace Section 12-5, “Traffic Control System for Lane Closure,” of the Standard Specifications with:

GENERAL

This section includes specifications for closing traffic lanes with stationary and moving lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

MATERIALS

Vehicles equipped with attenuators must comply with section 12-1.03, “Impact Attenuator Vehicle,” of these special provisions.

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by the Engineer.

CONSTRUCTION

General

During traffic striping and pavement marker placement using bituminous adhesive, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

Stationary Lane Closures

For a stationary lane closure made only for the work period, remove components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

For multilane highway lane closures, each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining or removing the components if operated within a stationary-

type lane closure must only display the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Use a pilot car to control traffic as ordered by the engineer. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

Moving Lane Closures

A changeable message sign used in a moving lane closure must comply with section 12-1.02, "Portable Changeable Message Sign," of these special provisions except the sign must be truck-mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

A flashing arrow sign used in a moving lane closure must be truck-mounted. Operate the flashing arrow sign in the caution display mode whenever it is being used on a 2-lane, 2-way highway.

PAYMENT

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in section 12-1.01, "Flagging Costs," of these special provisions.

A traffic control system required by change order work is paid for as a part of the change order work.

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 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 ENVIRONMENTAL RESTRICTIONS:

At Location 2, Carpentaria Road, comply with avoidance measures specified on CALTRANS Categorical Exemptions/Categorical Exclusion Determination Form in Appendix III of this Special Provisions. Standard avoidance measures for invasive species and biological resources must be implemented to assure no impacts to California Red Legged Frog (CRLF) will occur.

No right-of-way agreements with adjacent property owners have been arranged for this project. If the Contractor desires access outside of County right-of-way, access agreements shall need to be arranged by the Contractor with adjacent property owners.

14-1.03 SPECIES PROTECTION:

Add to the 1st paragraph of section 14-6.03A:

Location 1, Carpentaria Road, is within or near habitat for the regulated species shown in the following table:

Regulated Species
California Red Legged Frog (CRLF)

14-1.04 CONTRACTOR SUPPLIED BIOLOGIST:

Comply with section 14-6.03 D, “Contractor-Supplied Biologist” of the Standard Specifications and these Special Provisions

Add to section 14-6.03D(1):

A Contractor-supplied biologist who performs specialized activities must have demonstrated field experience working with the regulated species or performing the specialized task. The biologist must have experience that complies with the requirements shown in the following table:

Specialized activity/species	Requirements
Survey & Monitoring/California Red Legged Frog (CRLF)	See Appendix III – Categorical Exemptions/Categorical Exclusion Determination

Survey the job site for regulated species no more than 48 hours before the onset of work activities. Submit a preconstruction survey report within 14 days of the survey.

The preconstruction survey report must include one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed

Submit a biological resource incident report within 24 hours of the incident.

The incident report must include:

1. Description of any take of regulated species or any violation of a biological resource
PLAC

2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

Submit a final monitoring report no later than 20 days after completion of work at Location 2. If the report requires revisions, the Department provides comments. Submit a revised report within 7 days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species

Supplying a biologist, performing the various surveys and monitoring, and preparing the various reports are paid for under Contractor-Supplied Biologist.

14-1.05 NOISE AND VIBRATION:

NOISE CONTROL

Replace the 2nd 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.

14-1.06 HAZARDOUS WASTE AND CONTAMINATION:

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

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

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

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

SECTION 15 – EXISTING FACILITIES

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

15-1.01 OBSTRUCTION:

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

Notify in writing the utility agencies five days prior to the beginning of construction.

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

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

As the first order of work, pothole all utility crossings and obtains measurements to the top of the pipe from a fixed recoverable point marked on the ground adjacent to the pothole.

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 19 – EARTHWORK

19-1.01 SHOULDER GRADING:

Comply with Section 19, “Earthwork” of the Standard Specifications and these Special Provisions.

Perform shoulder grading prior to constructing guardrails and terminal systems. Backfill or excavate areas to receive vegetation control, including the surrounding areas up to the existing edge of pavement and hinge point, as directed by the Engineer.

Backfill material must be Class 2 aggregate base complying with section 26.

Grade the areas to a smooth, uniform surface and compact to a relative compaction of at least 90 percent. The finished grade shall conform to the railing height standards and tolerances as shown in the Standard Plans and as indicated in these special provisions.

Grading and compacting the shoulder, including importing and placing backfill material, is paid for as Shoulder Grading.

SECTION 78 – INCIDENTAL CONSTRUCTION

78-1.01 STAINING GALVANIZED SURFACES:

Replace “Reserved” in Section 78-4.07 of the Standard Specifications with:

SUMMARY

Section 78-4.07 includes specifications for staining galvanized surfaces to achieve a rustic brown color with a matte finish.

Apply the stain to all visible galvanized surfaces of the Midwest Guardrail System and terminal system at Location No. 5, Carmel Valley Road, mile post 2.0.

SUBMITTALS

Submit the following items for the stain:

1. Product data, including the manufacturer's product sheet, SDS, and application instructions
2. Certificate of compliance
3. Work plan showing methods to control overspray and spillage and protect adjacent surfaces during staining

QUALITY ASSURANCE

Apply the stain to a test section at least 2 feet long.

The test section may be a section of the surface to be stained if authorized.

The test section must be:

1. Prepared and stained using the same materials, equipment, and methods to be used in the staining work
2. Cured under the manufacturer's instructions
3. Authorized before starting the staining work

Notify the Engineer at least 5 business days before staining the test section.

If ordered, prepare and stain additional test sections. Preparing and staining more than 1 additional test section is change order work.

The Engineer uses the authorized test section to determine the acceptability of the staining work.

If the test section is not incorporated into the work, dispose of the test section after the staining work is complete and authorized.

MATERIALS

The stain must be Natina Steel from Natina Products, LLC.

Natina Products, LCC
1555 North VIP Blvd.
Casa Grande, AZ 85122
(877) 762-8462

CONSTRUCTION

Preparation

Before applying the stain:

1. Identify and obtain authorization for the surfaces to be stained
2. Remove oils, dirt, and other contaminants from surfaces to be stained
3. Dry all surfaces to be stained

Application

Stain the galvanized surfaces under the manufacturer's instructions to achieve a color consistent with the color of the authorized test section. Apply stain only to thoroughly dry surfaces during periods of favorable weather.

Control overspray and protect adjacent surfaces during staining using an authorized method.

After application of the stain, keep stained galvanized surfaces dry as specified in the manufacturer's instructions.

Repair stained surfaces damaged during work activities with materials equal to that of the

specified stain.

SECTION 83 – RAILINGS AND BARRIERS

83-1.01 GENERAL:

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

The Contractor must perform shoulder grading prior to constructing the guard railings. Shoulder grading, excavation and backfill must comply with Section 19 of the Standard Specifications and these Special Provisions.

83-1.02 REMOVE GUARDRAIL:

Comply with Section 83-11.02 of the Standard Specifications.

Remove and dispose guardrails and terminal sections, including posts, blocks, hardware and anchor systems, as shown on the plans.

Removal and disposal are included in the contract price paid for Remove Guardrail.

83-1.03 MINOR CONCRETE VEGETATION CONTROL:

Replace “Reserved” in section 83-2.01B of the Standard Specifications with:

SUMMARY

Section 83-2.01B includes specifications for constructing vegetation control around railing and barrier posts.

SUBMITTALS

Submit a mix design for the minor concrete to be used for vegetation control. The mix design must show proportions of:

1. Coarse aggregate
2. Fine aggregate
3. Cementitious material
4. Reinforcing fiber
5. Water

Include compressive strength test results with the mix design.

Submit a certificate of compliance for the crumb rubber aggregate, if used. Include the quantity in pounds of crumb rubber.

MATERIALS

Minor Concrete

Concrete for vegetation control must comply with the specifications for minor concrete, except

the concrete:

1. Must include reinforcing fibers
2. May include crumb rubber aggregate
3. Must contain:
 - 3.1. At least 505 pounds of cementitious material per cubic yard, if crumb rubber aggregate is used
 - 3.2. At least 400 pounds of cementitious material per cubic yard, if crumb rubber aggregate is not used
4. Must have a maximum aggregate size of 3/8 inch

All ingredients must be added at the concrete plant before delivery to the job site.

You may use volumetric proportioning complying with ASTM C685/C685M or as specified.

The minor concrete must have a 28-day compressive strength from 1,400 to 2,500 psi.

Crumb Rubber Aggregate

Crumb rubber aggregate must consist of ground or granulated scrap tire rubber from automobile and truck tires. Do not use tire buffings.

Crumb rubber aggregate must be ground and granulated at ambient temperature.

The crumb rubber aggregate gradation must comply with the requirements shown in the following table:

Sieve size	Percentage passing
1/2"	100
3/8"	90–100
1/4"	35–45
No. 4	5–15
No. 8	0–5
No. 16	0

Crumb rubber aggregate must not contain more than 0.01 percent of wire by mass and must be free of oils and volatile organic compounds.

Do not commingle crumb rubber from different sources.

The crumb rubber aggregate must be 3.5 ± 0.5 percent by weight of the concrete.

Reinforcing Fibers

Reinforcing fibers for minor concrete must be:

1. Manufactured specifically for use as concrete reinforcement from one of the following:
 - 1.1. Polypropylene, polyethylene, or a combination of both.
 - 1.2. Copolymer of polypropylene and polyethylene.
2. Blended ratio from 4 to 5.67 parts by weight of macro synthetic fibers to 1 part by weight of micro synthetic fibers. Synthetic fibers must be:

- 2.1. Nonfibrillated macro fibers with individual fiber lengths less than $2 \pm 1/2$ inches.
- 2.2. Fibrillated or monofilament micro fibers of various lengths and thicknesses.
3. Supplied in sealed, degradable bags of appropriate size for adding whole bags to concrete batches.
4. From a commercial source.

The reinforcing fiber content of the minor concrete must be from 5 to 6 lb/cu yd.

Block-out Material

The block-out material must be a commercially available expanded polystyrene foam with a compressive strength of 13 ± 5 psi at 10 percent deformation when tested under ASTM D1621.

If authorized, you may substitute an alternative block-out material that complies with the compressive strength requirements of the expanded polystyrene foam.

Backfill Material

Backfill material must be Class 2 aggregate base complying with section 26.

CONSTRUCTION

Clearing

Clear areas to receive vegetation control of vegetation, trash, and debris. Dispose of the removed material.

Earthwork

Excavate or backfill areas to receive vegetation control.

If the vegetation control abuts the existing surfacing and the edge of the existing surfacing is not on a neat line, cut the surfacing on a neat line to a minimum depth of 2 inches before removing the surfacing.

Perform grading so that the finished elevation of the vegetation control maintains the existing or planned flow lines, slope gradients, contours, and existing surfacing.

Grade the areas to receive vegetation control to a smooth, uniform surface and compact to a relative compaction of at least 90 percent.

Block Outs

For block-out material supplied in more than 1 piece, tape the pieces together to make a smooth surface on the top and sides.

Ensure that the block-out material does not move during concrete placement.

Forming

Forming must comply with section 73-1.03C.

Leave forms in place for at least 12 hours after surface finishing.

Minor Concrete

Strike off and compact the minor concrete until a layer of mortar is brought to the surface. Match the finished grade to the adjacent section of vegetation control, pavement, shoulder, or existing grade.

Construct contraction joints by scoring concrete with a grooving tool and rounding corners with an edger tool.

PAYMENT

Backfill material required for vegetation control is included in the contract price paid for Shoulder Grading.

APPENDIX I – SAMPLE CONTRACT

SAMPLE AGREEMENT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 1149

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:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No.: 05180000L-N
Federal Aid Project No: HSIPL-5944(130)

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 2018, and the Standard Plans 2018, 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
COUNTYWIDE GUARDRAIL, AT VARIOUS LOCATIONS
PROJECT NO. 1149
STATE PROJECT NO. 05180000L-N
FEDERAL AID PROJECT NO. HSIPL-5944(130)

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds
- (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 Workers' 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 AGREEMENT 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:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	Construction Area Signs	LS	1		
2	120100	S	Traffic Control System	LS	1		
3	130100		Job Site Management	LS	1		
4	130200		Prepare Water Pollution Control Program	LS	1		
5	146002		Contractor-Supplied Biologist	LS	1		
6	160101		Clearing and Grubbing	LS	1		
7	190185a		Shoulder Grading	SQYD	3,000		
8	780446		Stain Galvanized Surfaces	LS	1		
9	810190		Guard Railing Delineator	EA	47		
10	820134		Object Marker (Type P)	EA	5		
11	832007	S	Midwest Guardrail System (Wood Post)	LF	2,513		
12	832070		Vegetation Control (Minor Concrete)	SQYD	2,500		
13	839539	S	Terminal System (Type SKT)	EA	13		
14	839752		Remove Guardrail	LF	3,007		
TOTAL COST							

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 Manager

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

Printed Name

Printed Name

Its: _____
Title

Its: _____
Title

Date: _____

Date: _____

COUNTY OF MONTEREY:

APPROVED AS TO FISCAL TERMS

By: _____
Name: Randy Ishii, P.E.
Title: PWPF Director
Dated: _____

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

APPROVED AS TO FORM

**APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**

By: _____
Name: Mary Grace Perry
Title: Deputy County Counsel
Date: _____

By: _____
Name: Leslie J. Girard
Title: County Counsel
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:

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No.: 05180000L-N
Federal Aid Project No: HSIPL-5944(130)

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 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.)

COUNTY OF MONTEREY

PERFORMANCE BOND

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

COUNTYWIDE GUARDRAIL
PROJECT NO. 1149
State Project No.: 05180000L-N
Federal Aid Project No: HSIPL-5944(130)

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 – FEDERAL PROVISIONS

1. FHWA-1273 Required Contract Provisions Federal – Aid Construction Contract
2. FHWA-1022 Notice

APPENDIX III – ENVIRONMENTAL PROVISIONS

1. Categorical Exemptions/Categorical Exclusion Determination and Avoidance Measures