

COUNTY OF MONTEREY

PUBLIC WORKS, FACILITIES, AND PARKS

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185**



NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS
CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

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

Roadway



Jonathan L. Pascua
3/17/26
Date



Traffic and Signal Modification



Chad S. Alinio
17 MARCH 2026
Date



FOR USE IN CONNECTION WITH THE STANDARD SPECIFICATIONS 2025, THE STANDARD PLANS 2025, 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.

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


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

AUDITOR-CONTROLLER
APPROVED AS TO FISCAL TERMS
PROVISIONS

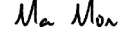
Signed by:

76A18B9BA72D498...

By: MARY GRACE PERRY
Deputy County Counsel

DocuSigned by:

3E7A6EF11DD8446...

By: DAVID BOLTON
Risk Manager

DocuSigned by:

2617DD077D65495...

By: MA MON
Chief Deputy Auditor Controller

Date: 3/17/2026 | 5:12 PM PDT

Date: 3/18/2026 | 7:41 AM PDT

Date: 3/18/2026 | 3:25 PM PDT

TABLE OF CONTENTS

DIVISION I GENERAL PROVISIONS	7
1 GENERAL	7
2 BIDDING	8
3 CONTRACT AWARD AND EXECUTION	10
4 SCOPE OF WORK	11
5 CONTROL OF WORK	12
6 CONTROL OF MATERIALS	12
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	13
8 PROSECUTION AND PROGRESS	14
9 PAYMENT	14
DIVISION II GENERAL CONSTRUCTION	17
10 GENERAL	17
12 TEMPORARY TRAFFIC CONTROL	18
13 WATER POLLUTION CONTROL	19
15 EXISTING FACILITIES	19
DIVISION III EARTHWORK AND LANDSCAPE	20
17 GENERAL	20
DIVISION V SURFACINGS AND PAVEMENTS	20
39 HOT MIX ASPHALT	20
DIVISION X ELECTRICAL WORK	21
86 GENERAL	21
APPENDIX I SAMPLE AGREEMENT	25

STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include but are not limited to those indicated below. The Standard Plans of 2025 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
A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A20C	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
A24A	Pavement Markings – Arrows
A24B	Pavement Markings – Arrows and Symbols
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings – Words
A24E	Pavement Markings – Words, Limit and Yield Lines
A73B	Markers
A87B	Hot Mix Asphalt Dikes

TEMPORARY FACILITIES

T11	Traffic Control System for Lane Closure On Multilane Conventional Highways
T12	Traffic Control System for Half Road Closure On Multilane Conventional Highways and Expressways
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
T17	Traffic Control System for Moving Lane Closure On Two Lane Highways

ROADSIDE SIGNS

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

COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES AND PARKS

NOTICE TO BIDDERS

Sealed bids will be received at the office of the Clerk of the Board of Supervisors, County of Monterey, Government Center, County Administration Building, 168 W. Alisal Street, 1st Floor, Salinas, California 93901 (Mailing Address: P O Box 1728, Salinas, California 93902-1728), until 2:30 p.m., on May 7, 2026, for the:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

as shown on the plans, at which time they will be publicly opened and read in the County of Monterey, Government Center, County Administration Building, Board Chambers, 168 W. Alisal Street, First Floor, Salinas, California 93901.

The work, in general, consists of placing hot-mix-asphalt on existing pavement, including but not limited to removal and placement of pavement delineation, pavement repair, cold-planing of existing pavement, survey monument, traffic signal improvement, ADA ramp, clearing and grubbing, and traffic control. The Engineer's Estimate for this project is \$4,365,000.

The Bidder shall possess a valid Class A license at the time of the bid opening.

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

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

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

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

Plan holders must register before they can view or download the documents. A copy of the electronic files on digital media is also available at the County of Monterey Department of Public Works, Facilities and Parks (PWFP), 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 5.08.120 of the Monterey County Code, all contractors and subcontractors providing work, laborers, or materialmen on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents.

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

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

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

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

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: March 24, 2026

RANDELL ISHII, MS, PE, TE, PTOE
DIRECTOR OF PUBLIC WORKS, FACILITIES & PARKS
COUNTY OF MONTEREY

DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

COUNTY OF MONTEREY

STATE OF CALIFORNIA

SPECIAL PROVISIONS

CARMEL VALLEY ROAD RESURFACING

PROJECT NO. 1185

ORGANIZATION

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

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications*.

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

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Replace Reserved in Section 1-1.03 with:

1-1.03 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2025 as indicated herein, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

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

The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Revisions to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following

the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revision shall take precedence over and be used in lieu of the conflicting portions.

Add to Section 1.07A:

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, are interpreted as follows:

Add to Section 1-1.07B

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

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

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:

- Board of Supervisors: The governing body of the County of Monterey
- Caltrans: California Department of Transportation
- County: The County of Monterey, a political subdivision of the State of California
- Clerk of the Board: The Clerk of the Monterey County Board of Supervisors
- Director of Public Works: Director of Public Works, Facilities, and Parks.
- Attorney General: Office of the County Counsel-Risk Management County of Monterey
- Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
- Owner: County of Monterey
- Authorized Material List: Caltrans prequalified products list
- 2025 Standard Plans: 2025 Standard Plans and issued Revised Standard Plans of the State of California, Department of Transportation

AA

2 BIDDING

Add to Section 2-1.06A:

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.

Add to Section 2-1.07:

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer must be in writing. Replies to the inquiries will be in the form of addenda and all parties recorded by the Engineer as having received the bidding documents will be notified by email. Issued addenda is 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.

Replace Section 2-1.28 with:

2-1.28 GOOD FAITH EFFORT TO EMPLOY RESIDENTS OF MONTEREY BAY AREA:

In accordance with Section 5.08.120 of the Monterey County Code (MCC), all contractors and subcontractors providing work, laborers, or materialmen/women on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents. A certification form relating to compliance with Section 5.08.120 is furnished with the bid documents. You must complete the certification form and submit the certification form with the sealed bid. The Monterey County Board of Supervisors may deem your bid non-responsive for failure to abide by the good-faith local hiring provisions of Section 5.08.120.

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

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

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

Contact local recruitment sources, including local hiring halls, to identify qualified individuals who are Monterey Bay Area residents;

Advertise for qualified Monterey Bay Area residents in trade papers, electronic/"on-line" sources, and a newspapers of general circulation in the Monterey Bay Area, unless time limits imposed by the County do not permit such advertising.

If portions of the work are to be performed by subcontractors, identify qualified subcontractors whose work force includes Monterey Bay Area residents; and

If current workforce does not exceed the fifty (50) percent local requirement, develop a written plan to recruit Monterey Bay Area residents as part of the construction workforce.

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

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

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

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

https://library.municode.com/ca/monterey_county/codes/code_of_ordinances?nodeId=TIT5REFI_CH5.08BI_5.08.120LOEMUBWOCO

Add to Section 2-1.34:

Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

AA

3 CONTRACT AWARD AND EXECUTION

Replace Section 3-1.04 with:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5:00 p.m. of the fifth business day following the notice of intent to award the contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: Monterey County Department of Public Works to the attention of the project manager, 1441 Schilling Place, Salinas, California, 93901. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager's E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to Section 7-1.02K(2):

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 Section 1770, et. seq., of the Labor Code; and the Contractor shall comply with all applicable sections thereof.

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

For Federal minimum wage rates see the website <http://www.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 will 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 will pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Add to Section 7-1.06D(2):

The following additional requirements must be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, design consultants, and employees as additional insured's in the form approved by the County of Monterey must also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance will not be reduced or prorated due to the existence of such other insurance.

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

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

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

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

A prime contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Business and Professions Code Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. 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 prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

Replace Section 9-1.16F with:

Progress payment shall not be made in excess of 95% of the actual work completed.

County withholds five (5) percent from progress payment until final completion and acceptance of the project by the Board of Supervisors.

Replace Section 9-1.22 with:

- A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):
- 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
 - 1b. This article will not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
 - 2a. "Public Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.
 - 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
 - 3. The provisions of this article or a summary thereof must be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
 - 4. This article applies only to contracts entered into on or after January 1, 1991.
- B. Claims; requirements (Public Contract Code Section 20104.2):
- For any claim subject to this article, the following requirements apply:
- 1. The claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - 2a. For claims of less than fifty thousand dollars (\$50,000), the local agency must respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

- 2b. If additional information is thereafter required, it must be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 2c. The local agency's written response to the claim, as further documented, must be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 - 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency must respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - 3b. If additional information is thereafter required, it must be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 3c. The local agency's written response to the claim, as further documented, must be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
 4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency must schedule a meet-and-confer conference within 30 days for settlement of the dispute.
 5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed must be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contract Code Section 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court will submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process will provide for the selection within 15 days by both parties of a disinterested third person as mediator, will be commenced within 30 days of the submittal, and will 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 must 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) will 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 will, when possible, be experienced in construction law, and (B)

any party appealing an arbitration award who does not obtain a more favorable judgment must, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code Section 2104.6):
 - 1. The County of Monterey will 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 will pay interest at the legal rate on any arbitration award or judgment. The interest will begin to accrue the date the suit is filed in a court of law.

^^

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace Reserved in Section 10-1.02C(3) with:

Perform clearing and grubbing in the median areas prior to performing seal coat and or paving activities.

Add to Section 10-1.02D:

Clean the pavement and ensure it is free of dust, mud, INCLUDING TRACKED MUD FROM AGRICULTURE ACTIVITIES, dirt, debris, and extraneous material IMMEDIATELY before applying seal coat, slurry seal, tack coat, hot mix asphalt, traffic stripes, pavement markings and pavement markers. Cleaning the pavement and maintaining it clean prior to these activities is included in the contract price paid for the various contract items of work.

Replace Reserved in Section 10-1.06 with:

10-1.06 CLEARING AND GRUBBING:

Perform clearing and grubbing activities prior to paving and seal coat application. Expose existing edge of pavement prior to paving hot-mix-asphalt overlay.

Replace Reserved in Section 10-1.07 with:

10-1.07 PAVING:

Prior to the start of the operation for cold plane asphalt concrete pavement, the contractor must have a certified asphalt concrete plant and an approved mix design for the initial asphalt concrete paving layer.

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

13 WATER POLLUTION CONTROL

Replace Section 13-4.04 with:

Job Site Management work is included in the contract price paid for Water Pollution Control Program.

^^

15 EXISTING FACILITIES

Replace Reserved in Section 15-1.03D with:

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, conduit, or cable from a fixed recoverable point marked on the ground adjacent to the pothole.

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

^^

Servers	3	SmartCity ITS Gen 3 GPU Server & Software	8820080003
Detection	3	SDLC Module, Serial Veh/Ped/Bike Detection	8820080023
NTCIP	3	NTCIP Module (Currux Vision)	8820080025

Submit substitution request at least ten (10) days prior to bid opening. Requests received less than ten (10) days prior to the date of bid opening will not be considered. Response to requests will be issued through addendum. Include substantiating data with the substitution request that proves the substitution is of equal or better quality and suitability.

At minimum the substitute must meet or exceed the following standards:

- Compatibility: Utilize an SDLC module for direct serial communication with the traffic controller.
- Protocol: Fully NTCIP compliant for standardized network communication.
- Performance: GPU servers must provide edge-based AI processing for 6 camera ports per unit.
- Warranty: Match or exceed the manufacturer's warranty provided by the standard of quality.
- Cameras powered via Power Over Ethernet utilizing a CAT6 Cable
- A single camera must be capable of performing stop bar and advance detection up to 600 feet
- GPU must be Buy America Compliant

86-1.07C Installation

Install video detection system per the manufacturer’s recommendations and in accordance with the Standard Specifications, including but not limited to:

- Conform to Section 87 for all mounting, wiring, and grounding.
- Alignment and Tuning: Mount and aim cameras to provide detection zones as required by the project plans.
- System Integration: You are responsible for the complete integration of the GPU servers and SDLC modules within the controller cabinet to achieve a fully operational system.
- On-Site Support: If the manufacturer’s recommendations require specialized turn-on support, schedule such services at least three weeks in advance.

86-1.07D Payment

The contract price paid for Video Detection System includes full compensation for labor, installation, materials, equipment, tools, and incidentals.

86-1.08 BATTERY BACKUP SYSTEM (BBS)

86-1.08A General

This work consists of furnishing and installing a Battery Backup System (BBS) in accordance with Section 86-1.02Q of the Caltrans Standard Specifications. You must provide a system that delivers uninterruptible, conditioned power for traffic signalized intersections during utility power disturbances or failures.

86-1.08B Materials

The County has standardized the following equipment to ensure compatibility with existing infrastructure. Per California Public Contract Code Section 3400, the specific brand names and part numbers listed below establish a standard quality, utility, and performance:

Furnish the following battery backup equipment:

Item	Quantity	Manufacturer/Model (Standard of Quality)	Part Number
Batteries	8	Alpha / AlphaCell 240XTV	8025040085
UPS	2	Alpha / UPS Power Module HP 1100W	8025000115
Networking	2	Applied Information / Remote Networking Unit	5081000052
Subscription	2	Applied Information / Glance One Time Subscription	5081000500
Configuration	2	Applied Information / Configuration	5081000600
Cellular	2	Applied Information / Cellular Service 10MB Plan	5081001010

Note: Quantity shown is for two battery backup systems, one for each signalized intersection.

Submit substitution request at least ten (10) days prior to bid opening. Requests received less than ten (10) days prior to the date of bid opening will not be considered. Response to requests will be issued through addendum. Include substantiating data with the substitution request that proves the substitution is of equal or better quality and suitability.

At minimum the substitute must meet or exceed the following standards:

- Equivalency: Performance of the specified Alpha FXM 1100 series, including a 5ms maximum transfer time and an operating temperature range of -40 to 74°C.
- Certification: UPS modules must be on the Caltrans Qualified Products List (QPL).

86-1.08C Construction

- Environmental Requirements: The UPS and enclosure must be rated for environmentally harsh conditions, including snow, salt, and extreme heat.
- Battery Management: You must utilize temperature-compensated battery charging to protect against overcharging at high ambient temperatures.
- Notifications: You must configure the SNMP interface to provide real-time email notifications for up to four distinct addresses.

86-1.08D Warranty and Service

Provide the following warranty and service:

- UPS – 1-year warranty from date of factory shipment
- Battery – 5-year full replacement
- Technical Support: 24/7 emergency technical support

86-1.08E Payment

The contract price paid for Battery Backup System includes full compensation for labor, installation, materials, tools, equipment and incidentals, including programming and remote networking configurations, and as directed by the Engineer.

86-1.09 TRAFFIC SIGNAL CONTROLLER

86-1.09A General

This work consists of furnishing and installing a Model 2070E traffic signal controller. All equipment and installation must conform to the 2009 Caltrans Transportation Electrical Equipment Specifications (TEES) and these Special Provisions.

86-1.09B Materials

The County has standardized the following equipment to ensure compatibility with existing infrastructure. Per California Public Contract Code Section 3400, the specific brand names and part numbers listed below establish a standard quality, utility, and performance:

Item	Quantity	Manufacturer/Model (Standard of Quality)	Part Number
Controller	2	SWARCO McCain 2070E Controller	2070E

Provide controller with the following standard modules:

- 2070-1E: CPU Module
- 2070-2E: Field I/O Module
- 2070-3B: LCD/Front Panel Module
- 2070-4A: Power Supply

The controller must be preloaded with McCain 2033 intersection control software.

Submit substitution request at least ten (10) days prior to bid opening. Requests received less than ten (10) days prior to the date of bid opening will not be considered. Response to requests will be issued through addendum. Include substantiating data with the substitution request that proves the substitution is of equal or better quality and suitability.

At minimum the substitute must meet or exceed the following standards:

- Compliance: With Caltrans TEES 2009 standards.
- Compatibility: Interchangeable with standard 170 controllers, allowing upgrades without replacing cabinet hardware.
- Operating System: Utilize a Microwave OS-9 real-time operating system (RTOS) or an equivalent robust, multi-vendor platform.
- Environmental: Operate within a temperature range of -37°C to +74°C.
- Preloaded with McCain 2033 intersection control software.

86-1.09C Installation

All mounting and wiring must conform to Section 87.

You are responsible for the complete integration of the controller unit within the cabinet to achieve a fully operational system.

Configure all timing parameters and local settings as shown on the project plans, or as directed by the Engineer.

86-1.09D Payment

The contract price paid for Traffic Signal Controller includes full compensation for labor, installation, materials, tools, and incidentals, including the 2033 control software and any required programming.

APPENDIX I SAMPLE AGREEMENT

CONTRACT FOR PUBLIC WORK
COUNTY OF MONTEREY
STATE OF CALIFORNIA
PROJECT NO. 5525

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:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

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 2025, and the Standard Plans 2025, 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 ON
CARMEL VALLEY ROAD
FROM CARMEL RANCHO BOULEVARD TO VIA PETRA
NEAR CARMEL
PROJECT NO. 1185

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds
- (f) Certificate of Insurance
- (g) The accepted bid/proposal including the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration

- (5) Debarment and Suspension Certification
- (6) Statement Concerning Employment Of Undocumented Aliens
- (7) Contractor's Certificate As To Workers' Compensation Insurance
- (8) Waiver for Payment Adjustments for Price Index Fluctuations
- (9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- (10) List of Satisfied Public Agencies
- (11) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one (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 INSURANCE

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:

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

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	130200		Storm Water Control Program	LS	1		
4	170103		Clearing and Grubbing	LS	1		
5	190185		Shoulder Backing	TON	470		
6	390011	S	Prepaving Inertial Profiler	LS	1		
7	390020	S	Prepaving Grinding Day	DAY	4		
8	390095		Replace Asphalt Concrete Surfacing	CY	1,430		
9	390132		Hot Mix Asphalt (Type A)	TON	14,780		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
10	393001	S	Pavement Reinforcing Fabric	SQYD	46,080		
11	394073		Place Hot Mix Asphalt Dike	LF	19,340		
12	397005		Tack Coat	TON	10		
13	398100		Remove Asphalt Concrete Dike	LF	19,340		
14	398200		Cold Plane Asphalt Concrete Pavement	SQYD	8,560		
15	731627		Minor Concrete (Curb, Sidewalk, & Curb Ramp)	CY	32		
16	731656		Curb Ramp Detectable Warning Surface	SQFT	170		
17	780210A		Survey Monument	EA	12		
18	810120		Remove Pavement Marker	EA	937		
19	810230	S	Pavement Marker (Retroreflective)	EA	937		
20	820750		Furnish Single Sheet Aluminum Sign (0.063 - Unframed)	SQFT	558		
21	820840		Roadside Sign - One Post	EA	2		
22	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	33,707		
23	846008	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 8-4)	LF	1,045		
24	840621	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 17-7)	LF	15,441		
25	840529	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 36-12)	LF	3,242		
26	846010	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	2,383		
27	846013	S	12" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	16		
28	846012	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	4,622		
29	846026		Remove Pavement Marking	SQFT	2,865		
30	846030		Remove Thermoplastic Traffic Stripe	LF	55,384		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
31	860810A	S	Video Detection System	LS	1		
32	860810B	S	Pedestrian Signal Head	EA	10		
33	860810C	S	Traffic Signal Controller	EA	2		
34	860810D	S	Battery Backup System (Traffic Signal)	EA	2		
TOTAL COST							

F – Final Pay Item
 S – Specialty 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

Printed Name

Its:

Title

Date:

By:

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

Printed Name

Its:

Title

Date:

COUNTY OF MONTEREY:

AUDITOR-CONTROLLER

APPROVED AS TO FISCAL TERMS
PROVISIONS

By:

Name: Randell Ishii, MS, PE, TE, PTOE

Title: Director of Public Works, Facilities
and Parks

Dated:

OFFICE OF COUNTY COUNSEL-
RISK MANAGEMENT

APPROVED AS TO FORM

By:

Name: Ma Mon

Title: Chief Deputy Auditor-Controller

Date:

OFFICE OF COUNTY COUNSEL-
RISK MANAGEMENT

APPROVED AS TO INDEMNITY/
INSURANCE PROVISIONS

By:

Name: Mary Grace Perry

Title: Deputy County Counsel

Date:

By:

Name: David Bolton

Title: Risk Manager

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (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:

**CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185**

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:

**CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185**

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.)

COUNTY OF MONTEREY

PUBLIC WORKS, FACILITIES, AND PARKS



BOOK TWO
BID FORM

CARMEL VALLEY ROAD RESURFACING
PROJECT NO. 1185

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO. _____ **AREA CODE (** _____ **)** _____

FAX NO. _____ **AREA CODE (** _____ **)** _____

CONTRACTOR LICENSE NO. _____

APPROVED AS TO FORM:
Mary Grace Perry 3/17/2026 | 6:06 PM PDT

MARY GRACE PERRY
Deputy County Counsel

BID / PROPOSAL

CARMEL VALLEY ROAD RESURFACING

PROJECT NO. 1185

TABLE OF CONTENTS

BID FORM 3

LIST OF SUBCONTRACTORS..... 9

DESIGNATION OF SUBCONTRACTORS 10

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION 11

PUBLIC CONTRACT CODE 12

NONCOLLUSION DECLARATION 13

DEBARMENT AND SUSPENSION CERTIFICATION 14

STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS 15

CONTRACTOR’S CERTIFICATE AS TO WORKERS’ COMPENSATION INSURANCE 16

WAIVER FOR PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS..... 17

CONTRACTOR’S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY MONTEREY BAY AREA
RESIDENTS..... 18

LIST OF SATISFIED PUBLIC AGENCIES 20

BIDDER’S BOND..... 21

BID FORM

CARMEL VALLEY ROAD RESURFACING

PROJECT NO. 1185

TO: COUNTY OF MONTEREY, BOARD OF SUPERVISORS
 Attention: Clerk of the Board of Supervisors
 Government Center, County Administration Building
 168 W. Alisal Street, 1st Floor, Room 1032
 Salinas, California 93901-2683

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

CARMEL VALLEY ROAD RESURFACING
 PROJECT NO. 1185

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	130200		Storm Water Control Program	LS	1		
4	170103		Clearing and Grubbing	LS	1		
5	190185		Shoulder Backing	TON	470		
6	390011	S	Prepaving Inertial Profiler	LS	1		
7	390020	S	Prepaving Grinding Day	DAY	4		
8	390095		Replace Asphalt Concrete Surfacing	CY	1,430		
9	390132		Hot Mix Asphalt (Type A)	TON	14,780		
10	393001	S	Pavement Reinforcing Fabric	SQYD	46,080		
11	394073		Place Hot Mix Asphalt Dike	LF	19,340		
12	397005		Tack Coat	TON	10		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
13	398100		Remove Asphalt Concrete Dike	LF	19,340		
14	398200		Cold Plane Asphalt Concrete Pavement	SQYD	8,560		
15	731627		Minor Concrete (Curb, Sidewalk, & Curb Ramp)	CY	32		
16	731656		Curb Ramp Detectable Warning Surface	SQFT	170		
17	780210A		Survey Monument	EA	12		
18	810120		Remove Pavement Marker	EA	937		
19	810230	S	Pavement Marker (Retroreflective)	EA	937		
20	820750		Furnish Single Sheet Aluminum Sign (0.063 - Unframed)	SQFT	558		
21	820840		Roadside Sign - One Post	EA	2		
22	846007	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	33,707		
23	846008	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 8-4)	LF	1,045		
24	840621	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 17-7)	LF	15,441		
25	840529	S	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility) (Broken 36-12)	LF	3,242		
26	846010	S	8" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	2,383		
27	846013	S	12" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	16		
28	846012	S	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	4,622		
29	846026		Remove Pavement Marking	SQFT	2,865		
30	846030		Remove Thermoplastic Traffic Stripe	LF	55,384		
31	860810A	S	Video Detection System	LS	1		
32	860810B	S	Pedestrian Signal Head	EA	10		
33	860810C	S	Traffic Signal Controller	EA	2		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
34	860810D	S	Battery Backup System (Traffic Signal)	EA	2		
TOTAL BID							

F – Final Pay Item
S – Specialty Item

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

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

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

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

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

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

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

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.

6. Attached hereto are the following:

- (1) List of Subcontractors
- (2) Equal Employment Opportunity Certification
- (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
- (4) Noncollusion Declaration
- (5) Debarment and Suspension Certification
- (6) Statement Concerning Employment of Undocumented Aliens

- (7) Contractor's Certificate as to Workers' Compensation Insurance
- (8) Waiver for Payment Adjustments for Price Index Fluctuations
- (9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- (10) List of Satisfied Public Agencies
- (11) Bidder's Bond

7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

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

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

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

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

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

Classification: _____
 License number: _____
 Expiration date: _____

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

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

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

(a) As used in this section:

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

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

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

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

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

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

Dated: _____

Bidder's Business Name

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

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

LIST OF SUBCONTRACTORS

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

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

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

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

Bidder's business name

By: _____

Print Name: _____

Title: _____

DESIGNATION OF SUBCONTRACTORS

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

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

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

By: _____
 (Bidder's Company Name)

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signature: _____

Print Name: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 2, Code of Federal Regulations, Part 180

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

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

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

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

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

STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

(Public Contract Code Section 6101)

California Public Contract Code section 6101 provides that,

A state agency, as defined in Section 10335.7, that is subject to this code, shall not award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof.

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

CONTRACTOR'S CERTIFICATE AS TO WORKERS' COMPENSATION INSURANCE

(Labor Code Section 1861)

Labor Code Section 1861 provides that,

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

Labor Code Section 3700 provides, in relevant part:

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

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

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

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

WAIVER FOR PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS

The bidder may opt to waive the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Checking "YES" and signing this form shall constitute that the Contractor's bids are not subject to the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Checking "NO" and signing this form shall constitute that the Contractor's bids shall be adjusted in accordance to the provisions of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications.

Yes _____ No _____

Bidder's Business Name: _____

Signature: _____

Print Name and Title: _____

CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY MONTEREY BAY AREA RESIDENTS

(Monterey County Code Section 5.08.120)

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120. Monterey County Code Section 5.08.120 provides, in relevant part:

- A. General Provisions. All County contracts for public works of improvement shall contain provisions pursuant to which the contractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractors total construction work force, on that particular contract, including any subcontractor work force (with exception of specialty subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.
- B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.
- C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or materialmen relating to the project the requirement that the subcontractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with this Section, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification."

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

- I CERTIFY that at least fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

- I CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force (with the exception of specialty subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area

residents. Attached is my written plan to recruit Monterey Bay residents as part of the construction workforce.

- I CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) _____ at (city/state) _____.

Bidder's Business Name: _____

Signature: _____

Print Name and Title: _____

BIDDER'S BOND

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, That

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

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

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

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

(Corporate Seal)

Principal
By _____
Name and Title _____

(Corporate Seal)

Surety
By _____
Name and Title _____

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