

# Attachment C

**COUNTY OF MONTEREY**  

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**PUBLIC WORKS, FACILITIES, AND PARKS**

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**ALISAL ROAD RECONSTRUCTION PROJECT  
HARTNELL ROAD TO SCONBERG PARKWAY  
PROJECT NO. 1577**



# NOTICE TO BIDDERS AND SPECIAL PROVISIONS

ALISAL ROAD RECONSTRUCTION PROJECT  
HARTNELL ROAD TO SCONBERG PARKWAY  
PROJECT NO. 1577

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

*Dennis D. Pecchia*

Dennis D. Pecchia  
Registered Civil Engineer

March 6, 2024



*Ashley Orsaba Finders*

Ashley Orsaba Finders  
Registered Civil Engineer

March 6, 2024



FOR USE IN CONNECTION WITH THE STANDARD SPECIFICATIONS 2022, THE STANDARD PLANS 2022, 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

DocuSigned by:  
*Mary Grace Perry*

By: MARY GRACE PERRY  
Deputy County Counsel

Date: 3/11/2024 | 1:13 PM PDT

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

DocuSigned by:  
*David Bolton*

By: DAVID BOLTON  
Risk Manager

Date: 3/11/2024 | 7:02 PM PDT

AUDITOR-CONTROLLER  
APPROVED AS TO FISCAL  
TERMS PROVISIONS

DocuSigned by:  
*Ma Mon*

By: MA MON  
Chief Deputy Auditor Controller

Date: 3/13/2024 | 9:47 AM PDT

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## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

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

### PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

<b>RSP A20A</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>A20B</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>A20C</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>RSP A20D</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>
<b>RSP A20E</b>	<b>Traffic Lines - Typical Details for Contrast Striping</b>
<b>RSP A20F</b>	<b>Pavement Markers and Traffic Lines - Typical Details</b>

### RUMBLE STRIP

<b>RSP A40D</b>	<b>Center Line Rumble Strip Details - Ground-In Indentations</b>
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### EXCAVATION AND BACKFILL

<b>A62A</b>	<b>Excavation and Backfill - Miscellaneous Details</b>
<b>A62B</b>	<b>Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall</b>
<b>A62F</b>	<b>Excavation and Backfill - Metal and Plastic Culverts</b>

### PORTABLE CONCRETE BARRIER

<b>A63A</b>	<b>Portable Concrete Barrier (Type 60K)</b>
<b>A63B</b>	<b>Portable Concrete Barrier (Type 60K)</b>

### OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

<b>A73A</b>	<b>Object Markers</b>
<b>A73B</b>	<b>Markers</b>
<b>A73C</b>	<b>Delineators, Channelizers and Barricades</b>

### SURVEYS

<b>A74</b>	<b>Survey Monuments</b>
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### CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

<b>A87B</b>	<b>Hot Mix Asphalt Dikes</b>
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### PAVEMENTS

<b>P70</b>	<b>Hot Mix Asphalt Paving (Longitudinal Tapered Notched Wedge Joint)</b>
<b>P74</b>	<b>Pavement Edge Treatments</b>
<b>P75</b>	<b>Pavement Edge Treatments - Overlays</b>
<b>P76</b>	<b>Pavement Edge Treatments - New Construction</b>

### DRAINAGE INLETS, PIPE INLETS AND GRATES

<b>D71</b>	<b>Drainage Inlet Markers</b>
<b>D75A</b>	<b>Steel Pipe Inlets</b>
<b>D77A</b>	<b>Grate Details No. 1</b>
<b>D77B</b>	<b>Grate Details No. 2</b>

**PIPE COUPLING AND JOINT DETAILS**

**D971 Corrugated Polyvinyl Chloride Pipe with Smooth Interior - Standard and Positive Joints**

**GABIONS AND UNDERDRAINS**

**D100A Gabion Basket Details No. 1**

**D100B Gabion Basket Details No. 2**

**TEMPORARY TRAFFIC CONTROL SYSTEMS**

**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 with Reversible Control on Two Lane Conventional Highways**

**T17 Traffic Control System for Moving Lane Closure on Two Lane Highways**

**TEMPORARY WATER POLLUTION CONTROL**

**T51 Temporary Water Pollution Control Details (Temporary Silt Fence)**

**T56 Temporary Water Pollution Control Details (Temporary Fiber Roll)**

**T57 Temporary Water Pollution Control Details (Temporary Check Dam)**

**T59 Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)**

**T60 Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)**

**T61 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**

**T62 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**

**T63 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**

**T64 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**

**T65 Temporary Water Pollution Control Details (Temporary High-Visibility Fence)**

**ROADSIDE SIGNS**

**RS1 Roadside Signs - Typical Installation Details No. 1**

**RS2 Roadside Signs - Wood Post - Typical Installation Details No. 2**

**CANCELED STANDARD PLANS LIST**

The standard plan sheets listed below are canceled and not applicable to this contract.

Plan No.	Date Canceled	Plan No.	Date Canceled	Plan No.	Date Canceled
A77L3	10-21-22				
A77U3	10-21-22				
A78G	10-21-22				
A78I	10-21-22				

**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, 1<sup>st</sup> Floor, Salinas, California 93901 (Mailing Address: P O Box 1728, Salinas, California 93902-1728), until 1:00 p.m., on April 22, 2024, for the:

**ALISAL ROAD RECONSTRUCTION PROJECT**  
**HARTNELL ROAD TO SCONBERG PARKWAY**  
**PROJECT NO. 1577**

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, Monterey Room, 168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901.

The work consists of performing full depth recycling (full depth reclamation) of the existing asphalt pavement and placing hot mix asphalt concrete overlay, including but not limited to drainage work, micro milling, pavement delineation, adjustment of frame and cover to grade, clearing and grubbing, and traffic control. The Engineer's Estimate for this project is \$3,936,000.

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 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 26, 2024

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

**BID ITEM LIST**

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	CONSTRUCTION AREA SIGNS	LS	1		
2	120100	S	TRAFFIC CONTROL SYSTEM	LS	1		
3	130100		JOB SITE MANAGEMENT	LS	1		
4	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
5	170103		CLEARING AND GRUBBING (LS)	LS	1		
6	190101		ROADWAY EXCAVATION	CY	36		
7	190185	F	SHOULDER BACKING	TON	1,189		
8	192502		SAND BEDDING	CY	12		
9	194001		DITCH EXCAVATION	LF	3,450		
10	260200		CLASS 2 AGGREGATE BASE	CY	108		
11	304010	S	FULL DEPTH RECYCLING-CEMENT	SQYD	39,437		
12	304110		CEMENT (FULL DEPTH RECYCLING-CEMENT)	TON	998		
13	304310		ASPHALTIC EMULSION (FULL DEPTH RECYCLING-CEMENT)	TON	8		
14	304410		MIX DESIGN (FULL DEPTH RECYCLING-CEMENT)	LS	1		
15	390011	S	PREPAVING INERTIAL PROFILER	LS	1		
16	390020		PREPAVING GRINDING DAY	DAY	5		
17	390132		HOT MIX ASPHALT (TYPE A)	TON	15,775		
18	393004		GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	SQYD	39,437		
19	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	504		
20	510090		STRUCTURAL CONCRETE, BOX CULVERT	CY	15		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
21	510092	F	STRUCTURAL CONCRETE, HEADWALL	CY	9		
22	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	16		
23	641101		12" PLASTIC PIPE	LF	201		
24	641107		18" PLASTIC PIPE	LF	136		
25	641113		24" PLASTIC PIPE	LF	72		
26	641125		36" PLASTIC PIPE	LF	246		
27	700637		36" CORRUGATED STEEL PIPE INLET (.064" THICK)	LF	9		
28	710100		ABANDON CULVERT (EA)	EA	1		
29	710130		REMOVE CULVERT (EA)	EA	6		
30	710152		REMOVE HEADWALL	EA	1		
31	710368		CULVERT SLURRY-CEMENT BACKFILL	CY	137		
32	710370		SAND BACKFILL	CY	12		
33	722022A		CODE B GABION BASKET	EA	25		
34	722023A		CODE E GABION BASKET	EA	146		
35	723070		ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)	CY	29		
36	723070		ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B) (CY)	CY	11		
37	723095		ROCK SLOPE PROTECTION (20 LB, CLASS I, METHOD B) (CY)	CY	6		
38	731510		MINOR CONCRETE (CURB, GUTTER, SIDEWALK AND DRIVEWAY)	CY	39		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
39	750001	F	MISCELLANEOUS IRON AND STEEL	LB	472		
40	750031A		TYPE "D" CATCH BASIN	EA	2		
41	780210		SURVEY MONUMENT (TYPE A)	EA	7		
42	810230	S	PAVEMENT MARKER (RETROFLECTIVE)	EA	229		
43	840516	S	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	110		
44	840615	S	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 18-12)	LF	9,985		
45	840623	S	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 36-12)	LF	302		
46	846007	S	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	22,772		
47	846008	S	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 8-4)	LF	551		
48	846009	S	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	62		
<b>TOTAL COST</b>							

F – Final Pay Item  
S – Specialty Item





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 2-1.27 with:**

**2-1.27 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 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,



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**4 SCOPE OF WORK**

**Add to section 4-1.05:**

**4-1.05C INCREASED AND DECREASED QUANTITIES:**

The County reserves the right to increase or decrease the quantities or delete the following items:

ITEM CODE.	ITEM
390011	Prepaving Inertial Profiler
390020	Prepaving Grinding Day
398200	Cold Plane Asphalt Concrete Pavement
780210	Survey Monument (Type A)

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

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

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**5 CONTROL OF WORK**

**Replace section 5-1.32 with:**

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

There are no County owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the Contract limits. The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

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

The Contractor shall obtain encroachment permits prior to occupying County owned parcels outside the Contract limits. The required encroachment permits may be obtained from the Monterey County Department of Public Works, Facilities, & Parks, 1441 schilling place, 2nd floor, Salinas, California 93901-2438.

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

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







- 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.



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## 12 TEMPORARY TRAFFIC CONTROL

**Replace the entirety of section 12-1.04 with:**

### 12-1.04 FLAGGING COSTS

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

### 12-1.04 PORTABLE CHANGEABLE MESSAGE SIGN

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

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

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

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

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

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

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

**Replace section 12-3.23A(1) Summary of the standard specifications with:**

### 12-3.23A(1) IMPACT ATTENUATOR VEHICLE

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

**Insert the following in section 12-3.23D Payment of the standard specifications:**

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

**Replace section 12-3.36 of the standard specifications with:**

**12-3.36 PORTABLE TRANSVERSE RUMBLE STRIP**

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

**GENERAL**

**Definitions**

Not Used

**Submittals**

Submit a copy of the manufacturer's instructions.

**Quality Assurance**

Not Used

**MATERIALS**

The portable transverse rumble strip must be either the RoadQuake 2 or the RoadQuake 2 Folding rumble strip manufactured by Plastic Safety Systems, Inc. For information on obtaining the rumble strips, contact:

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**PAYMENT**

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

**12-4 MAINTAINING TRAFFIC**

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

Closures shall conform to the provisions in "Traffic Control System for Lane Closure," of these special provisions.

**CLOSURE REQUIREMENTS**

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

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

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minutes.

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

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

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

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

**CLOSURE SCHEDULE**

<b>Chart No. 1</b>																							
<b>Conventional Highway Lane Requirements</b>																							
County: Monterey												Route/Direction: Alisal Road Between Hartnell Rd To Sconberg Pkwy						Approximate Sta 560+00 To Sta 671+00					
Closure Limits: From Hartnell Rd To Sconberg Pkwy																							
FROM HOUR TO HOUR 24 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24																							
Mondays through Fridays R																							
Saturdays R R R R																							
Sundays R R R R																							
Legend:																							
-----																							
R Closure with reversible control permitted.																							
-----																							
No closure permitted.																							
-----																							
REMARKS:																							
Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																							

For operations requiring lane closure, submit the contingency plan and discuss with the Engineer at least five (5) business days before starting that operation. Submit any revisions to the contingency plan for an

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

**Replace section 12-5 *Reserved* of the standard specifications with:**

## **12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

### **GENERAL**

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

Traffic control system includes signs.

### **MATERIALS**

Vehicles equipped with attenuators must comply with "Impact Attenuator Vehicle," of these special provisions.

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

### **CONSTRUCTION**

#### **General**

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

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

#### **Stationary Lane Closures**

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

For multilane highway lane closures, each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining or removing the components if operated within a stationary-type lane closure must only display the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

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

#### **Moving Lane Closures**

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

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

### **PAYMENT**

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

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









**Replace the FDR-Cement Quality Characteristics Sampling and Testing Frequencies, Table in Section 30-4.01D(3)(b) Sampling and Testing with the following:**

**SAMPLING AND TESTING**

Quality characteristic	Test method	Sampling location	Minimum frequency
Air temperature before adding cement to basement material	--	Each temperature location	1 test per 20,000 sq ft, minimum 1 per day
Moisture content of basement material before adding cement	California Test 226	Roadway	1 per 1000 sq yd per layer, minimum 1 per day
Cement application rate	Calibrated tray or equal	Roadway	1 test per 20,000 sq ft, minimum 2 per day
Unconfined compressive strength	ASTM D1633	Roadway (Loose mix after pulverizing and mixing)	1 test per 2 lots (Sample immediately after mixing is complete)

**Revise row 2/column 3 cell in table titled: *FDR – Cement Quality Characteristic Requirements* per the following:**

Mix Design 0 to 3 percent

**Add the following paragraphs to section 30-4.03A *General*:**

During compaction and finish grading, add water to the surface to prevent drying until the next layer of mixed material is placed, or until you apply curing treatment.

Do not scarify surfaces of intermediate or final layers of cement stabilized soil (FDR).

**Add the following to section 30-4.03C *Pulverizing*:**

**PULVERIZING**

Moisture condition the pulverized material to at least optimum moisture content prior to application of cement. Maintain at least optimum moisture content in the materials to be treated with cement.

**Add the following paragraphs to section 30-4.03D *Spreading Materials*:**

**SPREADING MATERIALS**

Apply cement uniformly over the area to be stabilized using a sealed vane spreader. Apply dry cement at a minimum rate of 65 pounds per square yard.

Do not apply dry cement in windy conditions that will result in dust outside the treatment area. The Contractor shall take appropriate measures to ensure that dust migration outside of the project limits does not occur. The Contractor shall have a portable weather station onsite and operational at all times capable of measuring wind speed and direction. The data from the weather station shall be monitored and recorded every 15 minutes to monitor wind speed conditions. All work with the potential for creating dust or wind-blown materials must occur only when winds are below 5mph.

**Add the following paragraphs to section 30-4.03E *Mixing*:**

**MIXING**

Complete initial mixing work within 30 minutes of the application of cement.

After mixing, maintain the in-place moisture of the basement material to be stabilized within optimum to three percent (3%) above the optimum moisture.

Except for clods larger than 1 inch, randomly test the adequacy of the mixing with a phenolphthalein pH indicator solution.

Stabilizing agent and basement material must be uniformly mixed at least twice to within 0.05 foot of the depth shown at any point. If you exceed the mixing depth shown by more than ten percent (10%), add

stabilizing agent in proportion to the exceeded depth.

Remix until the mixture is uniform with no streaks or pockets of stabilizing agent.

Before compaction, the mixed subgrade soil within the FDR material, not including rock and pulverized pavement material, shall be mixed to achieve a minimum of ninety eight percent (98%) passing a 1 inch sieve and a minimum of fifty five percent passing (55%) the No. 4 sieve.

**Add the following paragraphs to section 30-4.03F *Compacting and Grading*:**

**COMPACTING AND GRADING**

Compact using a sheepsfoot or segmented wheel roller immediately followed by steel drum or pneumatic-tired rollers.

Wherever the thickness shown is 1.0 foot or less, compact in one (1) layer. Wherever the thickness shown is more than 1.0 foot, compact in two (2) or more layers of approximately equal thickness. The maximum compacted thickness of any one (1) layer must not exceed 1.0 foot unless you first construct a test strip to demonstrate your equipment and methods provide uniform distribution of stabilizing agent and achieve the specified compaction. The test strip must contain at least 500 cubic yards of material and no more material than one (1) day's production. Construct test strips with materials, tools, equipment, and methods you will use in the work.

**Add the following paragraphs to section 30-4.03G *Finishing*:**

**FINISHING**

Wherever the finished surface of stabilized soil is above the allowable tolerance, trim and remove the excess material. Do not leave loose material on the finished surface. If finish rolling cannot be completed within two (2) hours of trimming, defer trimming.

Finish rolling of trimmed surfaces must be performed with at least one (1) complete coverage with steel drum or pneumatic-tired rollers.

Do not proceed with construction activities for subsequent layers of material until the Engineer verifies the final grades of the stabilized soil.

Maintain the moisture content of the cement stabilized soil/FDR to within a range of optimum to three percent (3%) above the optimum moisture content through the entire finish grading operation.

Finish rolling of trimmed surfaces must be performed within two (2) hours of completion of compacting.

The finished surface of the cement stabilized soil/FDR must not vary more than 0.05 foot above or below the grade established by the Engineer unless the cement stabilized soil/FDR is to be covered by material paid for by the cubic yard, in which case the finished surface may not vary above the grade established by the Engineer.

Fill areas of finished FDR cement that are lower than the grade established by the Engineer with material specified for the subsequent layer.

**Add the following new section after section 30-4.03G:**

**Add new section 30-4.03H *Curing*:**

**30-4.03H CURING**

**GENERAL**

Cure by the following methods:

1. Water cure
2. Curing seal

**WATER CURE**

Water may be used to cure the finished surface before you apply curing seal. Keep the surface above the optimum moisture content of the stabilized soil. Use this method for no more than three (3) days, after which







## APPENDIX I SAMPLE AGREEMENT

**CONTRACT FOR PUBLIC WORK  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA  
PROJECT NO. 1577**

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:

**ALISAL ROAD RECONSTRUCTION PROJECT  
HARTNELL ROAD TO SCONBERG PARKWAY  
PROJECT NO. 1577**

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 2022, and the Standard Plans 2022, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

**ALISAL ROAD RECONSTRUCTION PROJECT  
HARTNELL ROAD TO SCONBERG PARKWAY  
PROJECT NO. 1577**

- (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
- (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

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:

### **ALISAL ROAD RECONSTRUCTION PROJECT HARTNELL ROAD TO SCONBERG PARKWAY**

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
1	120090	S	CONSTRUCTION AREA SIGNS	LS	1		
2	120100	S	TRAFFIC CONTROL SYSTEM	LS	1		
3	130100		JOB SITE MANAGEMENT	LS	1		
4	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
5	170103		CLEARING AND GRUBBING (LS)	LS	1		
6	190101		ROADWAY EXCAVATION	CY	36		
7	190185	F	SHOULDER BACKING	TON	1,189		
8	192502		SAND BEDDING	CY	12		
9	194001		DITCH EXCAVATION	LF	3,450		
10	260200		CLASS 2 AGGREGATE BASE	CY	108		
11	304010	S	FULL DEPTH RECYCLING-CEMENT	SQYD	39,437		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
12	304110		CEMENT (FULL DEPTH RECYCLING-CEMENT)	TON	998		
13	304310		ASPHALTIC EMULSION (FULL DEPTH RECYCLING-CEMENT)	TON	8		
14	304410		MIX DESIGN (FULL DEPTH RECYCLING-CEMENT)	LS	1		
15	390011	S	PREPAVING INERTIAL PROFILER	LS	1		
16	390020		PREPAVING GRINDING DAY	DAY	5		
17	390132		HOT MIX ASPHALT (TYPE A)	TON	15,775		
18	393004		GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	SQYD	39,437		
19	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	504		
20	510090		STRUCTURAL CONCRETE, BOX CULVERT	CY	15		
21	510092	F	STRUCTURAL CONCRETE, HEADWALL	CY	9		
22	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	16		
23	641101		12" PLASTIC PIPE	LF	201		
24	641107		18" PLASTIC PIPE	LF	136		
25	641113		24" PLASTIC PIPE	LF	72		
26	641125		36" PLASTIC PIPE	LF	246		
27	700637		36" CORRUGATED STEEL PIPE INLET (.064" THICK)	LF	9		
28	710100		ABANDON CULVERT (EA)	EA	1		
29	710130		REMOVE CULVERT (EA)	EA	6		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
30	710152		REMOVE HEADWALL	EA	1		
31	710368		CULVERT SLURRY-CEMENT BACKFILL	CY	137		
32	710370		SAND BACKFILL	CY	12		
33	722022A		CODE B GABION BASKET	EA	25		
34	722023A		CODE E GABION BASKET	EA	146		
35	723070		ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)	CY	29		
36	723070		ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B) (CY)	CY	11		
37	723095		ROCK SLOPE PROTECTION (20 LB, CLASS I, METHOD B) (CY)	CY	6		
38	731510		MINOR CONCRETE (CURB, GUTTER, SIDEWALK AND DRIVEWAY)	CY	39		
39	750001	F	MISCELLANEOUS IRON AND STEEL	LB	472		
40	750031A		TYPE "D" CATCH BASIN	EA	2		
41	780210		SURVEY MONUMENT (TYPE A)	EA	7		
42	810230	S	PAVEMENT MARKER (RETROFLECTIVE)	EA	229		
43	840516	S	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	110		
44	840615	S	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 18-12)	LF	9,985		
45	840623	S	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 36-12)	LF	302		
46	846007	S	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	22,772		

Item No.	Item Code	F S	Description	Unit	Quantity	Unit Price (in Figures)	Item Total (in Figures)
47	846008	S	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 8-4)	LF	551		
48	846009	S	8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	62		
<b>TOTAL COST</b>							

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: \_\_\_\_\_

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

OFFICE OF COUNTY COUNSEL-  
RISK MANAGEMENT  
APPROVED AS TO FORM

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:

**ALISAL ROAD RECONSTRUCTION PROJECT  
HARTNELL ROAD TO SCONBERG PARKWAY  
PROJECT NO. 1577**

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:

**ALISAL ROAD RECONSTRUCTION PROJECT  
HARTNELL ROAD TO SCONBERG PARKWAY  
PROJECT NO. 1577**

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.)