



BOOK ONE

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

FOR THE CONSTRUCTION OF REGIONAL WAYFINDING PROGRAM SIGNS IN MONTEREY COUNTY, CALIFORNIA AUGUST 18, 2021

FOR USE IN CONNECTION WITH THE 2018 EDITION OF THE STANDARD SPECIFICATIONS AND STANDARD PLANS, INCLUDING REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS DATED APRIL 16, 2021; THE CURRENT LABOR SURCHARGE AND EQUIPMENT RENTAL RATES OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; AND THE CURRENT GENERAL PREVAILING WAGE RATES DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS.

TAMC PROJECT No. 6550.04.RWP

BIDS DUE: FRIDAY, SEPTEMBER 17, 2021, AT 2:00 P.M.

<https://www.tamcmonterey.org/bids-and-proposals>

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


 8/6/2021
Registered Professional Engineer Date



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TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)

NOTICE TO BIDDERS

Sealed bids will accepted electronically as noted below by 2:00 p.m. PST, on Friday, September 17, 2021, for the

**REGIONAL WAYFINDING PROGRAM SIGNS
PROJECT No. 6550.04.RWP**

as shown on the plans, at which time they will be publicly opened and read.

An electronic bidding process has been adopted for this solicitation. A link to the electronic bid system website is posted at <http://www.tamcmonterey.org/agency-info/bids-proposals>. Bid Forms, Contract Documents and Addenda, if issued, will be available from the electronic bidding system. Paper bids will not be accepted. Electronic bids must be submitted through the electronic bidding system. The results of the bid opening will be posted on the electronic bidding system website.

The work, in general, consists of furnishing and installing single-sheet aluminum sign panels on wood or metal signposts at locations throughout Monterey County, as shown on the project Plans, and as described in the Standard Specifications, Standard Plans, and these Special Provisions. The Engineer's Construction Cost Estimate for the project is **Three Hundred Sixty Eight Thousand Nine Hundred Dollars (\$368,900)**. Bids are required for the entire work described herein.

Submit all bidder inquiries directly through the electronic bidding system. Bidder inquiries must be received by **Thursday, September 2, 2021, at 12 noon**. All responses to bidder inquiries and addenda will be available on the electronic bidding system. It is each bidder's responsibility to check the website for these documents.

The project is funded through California Senate Bill 1 (SB1) Local Partnership Program funding. The construction contract must be executed prior to December 31, 2021, in order to meet funding requirements.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class "A" General Engineering Contractor's license or a combination of Specialty Class "C" licenses sufficient to cover all of the work to be performed by him. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State Licensing Board.

This work shall be diligently prosecuted to completion on or before the expiration of **Two Hundred Sixty (260) working days** from the effective date of the Notice to Proceed.

A Pre-Bid Meeting is not planned.

There are no Federal Funds on this project.

The DBE/UDBE/DVBE Contract goal is zero (0) percent.

A Bid Bond, issued by an admitted corporate surety company, in an amount equal to at least ten percent (10%) of the total bid amount 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.

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available 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 TAMC to ensure performance under the Contract.

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



Debra L. Hale
Executive Director
Transportation Agency for Monterey County (TAMC)

August 23, 2021

Date

COPY OF BID ITEM LIST

Item No	Final Pay Item	Item	Estimated Quantity	Unit of Measure	Price	Item Total
1		Mobilization	1	LS		
2		Furnish and Install Sign Topper, Type 1 (Full Color)	580	EA		
3		Furnish and Install Sign Topper, Type 3 (Bike Symbol Only)	35	EA		
4		Furnish Extra Sign Toppers, Type 1 (Full Color)	300	EA		
5		Furnish and Install Sign Panel, D11-1	300	EA		
6		Furnish and Install Sign Panel, D11-1c	55	EA		
7		Furnish and Install Sign Panel, Direction/Confirmation	1,000	SF		
8		Furnish and Install Supplemental Plaque, 12" x 9"	200	EA		
9		Remove Existing Roadside Sign	10	EA		
10		Modify Existing Sign Assembly	30	EA		
11		Sign Post, Wood 4" x 4"	200	EA		
12		Sign Post, Galvanized Pipe	280	EA		
13		Sign Post, Telespar	100	EA		
14		Paint Sign Post	15	EA		
TOTAL BID (ITEMS 1 THROUGH 14)						\$

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

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

TEMPORARY TRAFFIC CONTROL SYSTEMS

T9	Traffic Control System Tables for Lane and Ramp Closures
T10	Traffic Control System for Lane Closure on Freeways and Expressways
T11	Traffic Control System for Lane Closure on Multilane Conventional Highways
RSP T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
T14	Traffic Control System for Ramp Closure

TEMPORARY PEDESTRIAN ACCESS ROUTES

T30	Temporary Pedestrian Access Routes - Typical Sidewalk Closure and Pedestrian Detour
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ROADSIDE SIGNS

RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4

SPECIAL PROVISIONS

REGIONAL WAYFINDING PROGRAM SIGNS PROJECT No. 6550.04.RWP

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* as revised by any revised standard specification.

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 Department and its definition in section 1-1.07B Glossary with:

Department: Transportation Agency for Monterey County; its authorized representatives.

Add to section 1-1.07B Glossary:

Agency: Transportation Agency for Monterey County; its authorized representatives.

Bid Form Bid Book

TAMC Transportation Agency for Monterey County; its authorized representatives.

Replace section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the Transportation Agency for Monterey County.

^^

2 BIDDING

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

Add to section 2-1.01:

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

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

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class "A" General Engineering Contractor's license or a combination of Specialty Class "C" licenses sufficient to cover all of the work to be performed by him. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State Licensing Board.

2-1.01A BID OPENING:

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

2-1.01B SUBCONTRACTORS LIST:

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

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

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

2-1.01C JOB SITE AND DOCUMENT EXAMINATION:

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

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

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

TAMC assumes no responsibility for conclusions or interpretations made by a bidder or Contractor based on the information or data made available by TAMC. TAMC 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 TAMC will relieve a bidder or Contractor from properly fulfilling the terms of the Contract.

Replace the second paragraph of section 2-1.06 with the following:

An electronic bidding process has been adopted for this solicitation. The *Notice to Bidders* and *Special Provisions* and project plans may be viewed at the electronic bidding system website (Bid Express). A link to the electronic bidding system website is posted on the TAMC Bids and Proposals webpage at <https://www.tamcmonterey.org/bids-and-proposals>. Bid Forms, Contract Documents and Addenda, if issued, will be available from the electronic bidding system.

Delete the third paragraph of section 2-1.06.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
TAMC website: https://www.tamcmonterey.org/bids-and-proposals	Google Earth .KML file of the bike routes shown on the Plans Google Earth .KML file of the sign locations shown on the Plans PDF of proposed sign location photographs PDF of proposed sign location photograph file name cross-reference

accepted or considered. Bid protests must be submitted, in writing, to Laurie Williamson, hand delivered, sent via certified United States Postal Services (USPS) mail, or emailed to the attention of the Project Manager, Laurie Williamson, at laurie@tamcmonterey.org. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and e-mail address.

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

Replace the second paragraph of section 3-1.05 with the following:

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

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



5 CONTROL OF WORK

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

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

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

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

Add to the end of section 5-1.20A:

During the progress of the work under this Contract, work under other contracts may be in progress at or near the job site of this Contract. Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects.

Add to section 5-1.20B(3) after Award:

Agency has applied for Encroachment Permit from Monterey County and from various agencies

within Monterey County for this project. You must submit additional information to the County and various agencies within the county before these permits will be issued. Obtain these permits before starting work.

Agency has applied for a Caltrans Encroachment Permit for this project. Apply for and obtain a double permit on the Caltrans Encroachment Permit for work that encroaches into the State right of way along State Routes 1, 68, 146, 183 and 218 before starting work. The double permit application can take up to 45 days to review and issue. The double permit application must include the following:

1. A complete encroachment permit application;
2. Certificate of Liability Insurance for \$2,000,000 general/\$1,000,000 per occurrence/\$50,000 non-owned auto coverage;
3. A check made payable to Caltrans in the dollar amount required by Caltrans (double permit fee);
4. A temporary pedestrian detour plan prepared by a California Registered Civil Engineer.

The cost of preparing and submitting the permits listed above shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor with the exception of the Caltrans Double Permit Fee which shall be reimbursed at cost by a contract change order.

During the progress of the work under this Contract, work under other contracts may be in progress at or near the locations where signs are to be installed under this Contract. Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects.



6 CONTROL OF MATERIALS



7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

**Delete the electronic submittal requirements in paragraphs 5 through 9 of section 7-1.02K(3)
Certified Payroll Records (Labor Code § 1776)**

Replace *Reserved* in the RSS for section 7-1.02K(6)(j)(iii) with:

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Lead is typically found within the top 2 feet of material within the highway. Place the excavated material on the right-of-way within each work area where feasible.

If unregulated material is disposed of:

1. Submit as an informational submittal at least 15 days before disposal, the form titled "Agreement between a Contractor Working on State Facilities and a Real Property Owner for Disposing Construction-related Material Suitable for Use on Residential Zoned Property" which discloses the lead concentration of the material to the receiving property owner and obtains authorization for disposal on the property. Give a copy of the signed form to the property owner.
2. You are responsible for any additional sampling and analysis required by the receiving property owner.

If you choose to dispose of unregulated material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

7-1.05 INDEMNIFICATION AND INSURANCE:

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

In addition to all the requirements in Section 7-1.06D(2) "Liability Limits/Additional Insured," of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the Transportation Agency for Monterey County, their officers, agents, and employees as additional insured's in the form approved by TAMC shall also be furnished. A copy of the approved endorsement form may be obtained from TAMC. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the

amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The Contractor's insurer agrees to waive subrogation claims against TAMC, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to TAMC by the Contractor with the Certificate of Insurance in the form as approved by TAMC. A copy of the approved certificate form may be obtained from TAMC at the address to obtain bid packages as shown in the Notice to Bidders.

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

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

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

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

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

Add to section 7-1.05:

7-1.05D Additional Insureds

The following entities and their successors and assigns, governing bodies or boards, board members, directors, officers, agents, employees, consultants, and subconsultants will be named as additional insureds on all insurance coverage required under this contract and will be defended, indemnified, saved and held harmless to the same extent as the Agency. The insurance coverage will contain no special limitations on the scope of protection afforded to these additional insureds.

- The State of California
- Transportation Agency for Monterey County
- Whitson Engineers



8 PROSECUTION AND PROGRESS

Attention is directed to section 8-1.02B regarding development of a Level 1 Critical Path Method Schedule.

Replace the first paragraph of section 8-1.02B(1) with:

Section 8-1.02B applies to the contract.

Replace section 8-1.02D(10) with:

Not used.

Replace section 8-1.10 with:

The Contractor shall begin work within 15 calendar days of the issuance of the Notice to Proceed unless otherwise stated in the Notice to Proceed.

This work shall be diligently prosecuted to completion on or before the expiration of **Two Hundred Sixty (260) working days** from the effective date of the Notice to Proceed.

The Department specifies liquidated damages (Pub Contracts Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the specified working days through the day of Contract acceptance.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

The Contractor shall pay to the Department up to the sum of **One Thousand Dollars (\$1,000.00) per day** for each and every additional work day.



9 PAYMENT

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

Add to section 9-1.01:

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.

Replace section 9-1.16F with:

Progress payment shall not be made in excess of ninety-five (95) % of the actual work completed.

TAMC shall withhold five (5) percent from progress payment until final completion and acceptance of the project by the TAMC Board.

Add the following to section 9-1.17D Final Payment and Claims:

- A. The claims procedures set forth in Section 9 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government code, shall constitute a condition precedent to submission of a valid Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission, and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions of the claims asserted. Pursuant to Government Code section 930.2, the one (1) year period in Government Code Section 911.2 shall be reduced to one-hundred-fifty (150) days from either accrual of the cause of action, substantial completion, or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.
- B. Failure to submit and administer claims as required in Section 9 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claims(s) or issue(s) not raised in a timely protest and timely claim submitted under Section 9 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.
- C. Owner shall not be deemed to waive any provisions under Section 9, if at Owner's sole discretion, a claim is administered in a manner not in accordance with this Section 9. Waivers or modifications to this Section 9 may only be made through a signed change order approved a to form by legal counsel for both Owner and Contractor, oral or implied modifications shall be ineffective.
- D. If claimant remains unsatisfied and desires to preserve his/her right to pursue the matter further, claimant must then file a claim with TAMC, pursuant to Government Code Sections 900 et seq. or Sections 910 et seq.
- E. If the Government Code claim is denied, claimant may file an action in court. Such action shall be subject to Public Contract Code section 20104.4. This Section applies only to claims subject to Public Contract Code section 20104. If a claim is not subject to Public Contract

Code section 20104, the claimant's right to file a civil action shall be as otherwise provided by law.

Replace section 9-1.22 with:

In lieu of arbitration, the following shall apply (from the Public Contract Code):

A. Application of article; inclusion of article in plans and specifications (Public Contracts Codes 20104):

- 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and TAMC.
- 1b. This article shall not apply to any claims resulting from a contract between the Contractor and TAMC when TAMC has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
- 2a. "Public Work" has the same meaning as in Section 1101 of the Public Contract Code but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
4. This article applies only to contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contracts Code Section 20104.2):

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

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

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

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

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

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

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

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

- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contracts Codes 2104.6):
 - 1. TAMC shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract.

 - 2. In any suit filed under Section 20104.4, TAMC shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

%%

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-4.01A:

You must submit a Temporary Traffic Control Plan and obtain written approval from the facility owner for any proposed closures.

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

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

Replace section 12-1.04 with:

Payment for Temporary Traffic Control is included in the payment for the various items of work requiring Temporary Traffic Control.

Replace *Reserved* in section 12-3.11B(5) with:

A construction project funding sign must comply with the details shown on the Department's Traffic Operations website.

The sign must be a wood-post sign complying with section 82-3. The sign panels must be framed, single-sheet aluminum panels complying with section 82-2. The background on the sign must be Type II retroreflective sheeting. The Type II retroreflective sheeting must be on the Authorized Material List for signing and delineation materials. The legend must be retroreflective except for nonreflective black letters and numerals. The blue must match PR color no. 3 on FHWA's Color Tolerance Chart. The orange must match PR color no. 6 on FHWA's Color Tolerance Chart.



13 WATER POLLUTION CONTROL

Delete sections 13-1, 13-2 and 13-3



DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Add to section 82-2.01C Submittals:

Submit one full-size test sample of each type of sign panel. Accepted test samples may be incorporated in the work.

Add new section 82-2.01E Sign Panels with Custom Legends:

For each sign panel with a custom legend (that is, all sign panels except D11-1), provide an electronic (PDF) shop drawing of the sign panel for review prior to fabrication. The shop drawing shall be a true representation of the sign panel including colors, borders, lines, symbols and text to be used. The sign numbering system shall correspond to the system used on the design drawings.

The sign legends listed in the design drawings are preliminary and TAMC anticipates making revisions to sign legends during the review process. The following review process is recommended:

1. Contractor identifies the sign installations proposed for the current phase of work (up to 50 signs) by indicating the sign locations in plan view or on the sign list.

2. TAMC and the facility owner review the sign locations in the field. TAMC marks the proposed sign post locations. Allow 15 working days for TAMC to complete this field review.
3. TAMC reviews the sign table for the proposed signs and updates the sign types and legends as desired. TAMC provides the updated sign table to the Contractor, with semi-final legends (pending confirmation of precise panel layout by the Contractor). Allow 10 working days for TAMC to provide the updated sign table.
4. Contractor develops and submits draft shop drawings for the custom sign panels.
5. Allow 10 days for TAMC and facility owner to review the draft shop drawings.
6. Contractor submits final shop drawings.
7. Allow 10 days for TAMC to review and approve the shop drawings.

The shop drawings will, once accepted, become the documents from which the signs are fabricated.

Replace section 82-3.01C Submittals with:

Submit metal posts, fastening hardware, back braces, straps and saddle brackets.

Replace section 82-3.04 PAYMENT with:

Removing 1 sign post and salvaging the attached sign panels is 1 measurement unit. Salvaged sign panels shall be provided to the facility owner.

Installing 1 sign post is 1 measurement unit, regardless of the number of sign panels installed on the sign post or the type of foundation. Payment for furnishing and installing sign panels is not included in the payment for the sign post.

Payment for sign panels installed on existing sign posts, electroliers, traffic signal standards, or other existing features is included in the payment for furnishing and installing the sign panel.

Modifying 1 existing sign assembly is 1 measurement unit, regardless of the number of signs panels, type of post, or hardware involved. Modifications may involve adjustment of sign post and/or sign panel height. At the contractor’s option, the existing sign post may be removed and a new sign post installed with the existing sign panels salvaged and mounted on the new post, in lieu of modifying the existing sign assembly.

Painting 1 sign post is 1 measurement unit. Payment for furnishing and installing the sign post is not included in the payment for painting the sign post.



APPENDIX I
SAMPLE AGREEMENT

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
REGIONAL WAYFINDING PROGRAM SIGNS
CONTRACT NO. 6550.04.RWP

THIS AGREEMENT, made and concluded, in duplicate, between the TRANSPORTATION AGENCY FOR MONTEREY COUNTY thereof, party of the first part, and

[Contractor's Name]

Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the TRANSPORTATION AGENCY FOR MONTEREY COUNTY, the work described in the special provisions and the project plans described below, including any addenda thereto. and also in conformance with the 2018 California Department of Transportation Standard Plans, the Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated August 19, 2021, and are entitled:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
NOTICE TO BIDDER AND SPECIAL PROVISIONS FOR
REGIONAL WAYFINDING PROGRAM SIGNS
IN MONTEREY COUNTY, CALIFORNIA

The project plans and specifications for the work to be done are dated August 17, 2021, and are entitled:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY
PROJECT PLANS FOR CONSTRUCTION OF
REGIONAL WAYFINDING PROGRAM SIGNS
IN MONTEREY COUNTY, CALIFORNIA

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, 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 worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the *TRANSPORTATION AGENCY FOR MONTEREY COUNTY*, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ARTICLE VI. --Contractor also agrees that any and all proposed adjustments or changes to the aforesaid work must be in writing, and reviewed and approved in writing by the party of the first part. No such adjustment or change shall be effective without the express, written, and dated signature of the authorized *TRANSPORTATION AGENCY FOR MONTEREY COUNTY* designee. Further, no proposed adjustment or change that has the cumulative effect of exceeding the amount previously authorized as a contingency shall be permitted without prior approval from the *TRANSPORTATION AGENCY FOR MONTEREY COUNTY* Board of Directors.

Bid Item List

Item No	Final Pay Item	Item	Estimated Quantity	Unit of Measure	Price	Item Total
1		Mobilization	1	LS		
2		Furnish and Install Sign Topper, Type 1 (Full Color)	580	EA		
3		Furnish and Install Sign Topper, Type 3 (Bike Symbol Only)	35	EA		
4		Furnish Extra Sign Toppers, Type 1 (Full Color)	300	EA		
5		Furnish and Install Sign Panel, D11-1	300	EA		
6		Furnish and Install Sign Panel, D11-1c	55	EA		
7		Furnish and Install Sign Panel, Direction/Confirmation	1,000	SF		
8		Furnish and Install Supplemental Plaque, 12" x 9"	200	EA		
9		Remove Existing Roadside Sign	10	EA		
10		Modify Existing Sign Assembly	30	EA		
11		Sign Post, Wood 4" x 4"	200	EA		
12		Sign Post, Galvanized Pipe	280	EA		
13		Sign Post, Telespar	100	EA		
14		Paint Sign Post	15	EA		
TOTAL BID (ITEMS 1 THROUGH 14)						\$

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

[CONTRACTOR]

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date: _____

Date: _____

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Federal Employer Identification Number: _____

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____

Debra L. Hale
Executive Director

Date: _____

INSTRUCTIONS: If Contractor is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Contractor is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

Date: _____

TAMC Counsel

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the Transportation Agency for Monterey County (TAMC) has awarded to Principal, as Contractor, a Contract for the following project:

**REGIONAL WAYFINDING PROGRAM SIGNS
PROJECT No. 6550.04.RWP**

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 Transportation Agency for Monterey County (hereinafter called "TAMC"), 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 TAMC and judgment is recovered, the Surety shall pay all litigation expenses incurred by TAMC in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

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

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

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

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

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

PERFORMANCE BOND

WHEREAS, the Transportation Agency for Monterey County (TAMC) has awarded to Principal,
_____ as Contractor, a Contract for the following project:

**REGIONAL WAYFINDING PROGRAM SIGNS
PROJECT No. 6550.04.RWP**

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 Transportation Agency for Monterey County (TAMC), 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 Transportation Agency for Monterey County (TAMC), the members of its board, 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 TAMC, TAMC 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 TAMC for completing the Contract in accordance with its terms or conditions, and upon determination by TAMC and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and TAMC, 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 TAMC and judgment is recovered, the Surety shall pay all litigation expenses incurred by TAMC 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.)