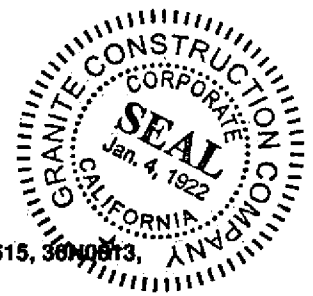


PUBLIC WORKS CONTRACT (Formal Bid)



Del Monte Grove and Oak Grove Street Improvements Project (35N1512, 35N1622, 34N0615, 36N0813, 35C1555)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 4th day of Feb. 2016, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and Granite Construction Company hereinafter referred to as the "Contractor";

WITNESSETH:

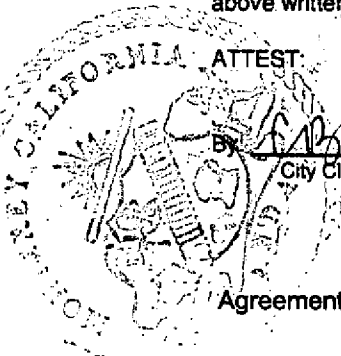
WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Plans and Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Del Monte Grove and Oak Grove Street Improvements Project. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated November 24, 2015, for the Base Bid only (Items 1-46) in an amount not to exceed Five Hundred Ninety Thousand and Four Hundred Thirty Nine dollars (\$590,439.00) plus a sum of up to 10% for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of 120 calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. 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 Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on December 15, 2015 by Resolution 15-228 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
A. Plans and Specifications
B. Accepted Proposal
C. Performance Bond
D. Payment Bond (labor and materials)
E. Non-Collusion Declaration
F. Debarment and Suspension Certification
G. Certification(s) of Good Faith Effort to Hire Local Residents

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST:



By: [Signature] City Clerk

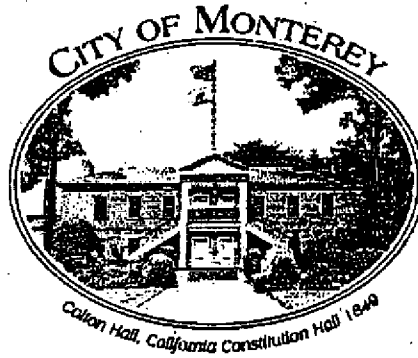
CITY OF MONTEREY:

By: [Signature] City Manager, or his designee

GRANITE CONSTRUCTION COMPANY:

By: [Signature] Nicholas B. Blackburn, Assistant Secretary





CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS

- A: 35n1512 – Virgin/Montecito ADA/Ped Access Improvements**
- B: 35n1622 – Virgin Ave. Sidewalk Improvements**
- C: 34n0815 – Montecito/Ramona Crosswalks and Ramps**
- D: 30n0813 – Third Street / Aguajito Curb Bulbouts and Crosswalk**

FORMAL BID

This is a Neighborhood Improvement Project

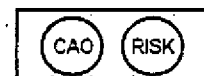
APPROVED FOR CONSTRUCTION:

CITY ENGINEER *[Signature]*

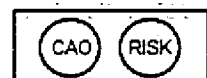
 DATE: 10-30-15

Master Specification Revision: 09/17/2015

Project Specification Revision: 10/14/2015



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DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS
34N0615, 35N1512, 35N1622, AND 30N0813

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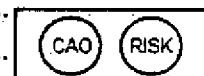
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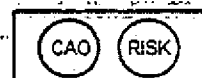
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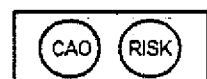
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**CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA**

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., November 24, 2015, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals for the construction of Del Monte Grove and Oak Grove Street Improvements, A: 35N1512 Virgin/Montecito ADA/Ped Access Improvements, B: 35n1622 Virgin Ave. Sidewalk Improvements, C: 34n0615 Montecito/Ramona Crosswalks and Ramps and D: 30n0813 Third Street / Aguajito Curb Bulbouts and Crosswalk in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, construction of new curb, gutter, sidewalk, curb ramps, vehicular pavements, and striping.

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. 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 Contractors' State License Board.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <http://monterey.org/en-us/Business/Bids-and-RFPs>. In order to download project documents, you must register as a document (plan) holder on EbidBoard at no cost through the City web site. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit **unbound** bid proposals (see Appendix A) in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. **See Part III of these Specifications for additional requirements.**

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job

site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

BID BOND

Cash, a certified check or cashier's check, payable to the order of the City of Monterey, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be submitted with each bid.

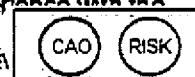
BID VALIDITY

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

RESPONSIBLE BIDDER

Responsible bidder as it pertains to this contract shall be as follows:

1. Standards of Responsibility: The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
 - i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
 - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
 - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
 - e. The legal qualifications to contract with the City; and
 - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.



4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.

UNBALANCED BID

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

BIDDER PROTEST

All bid protests shall follow the procedures set forth in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <http://monterey.org>. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Manual shall be prerequisite to the filing of any such protest.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

<u>CITY:</u>	The term <u>City</u> refers to and indicates the City of Monterey, Monterey County, State of California.
<u>ENGINEER OR CITY ENGINEER</u>	The term <u>Engineer</u> or <u>City Engineer</u> refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.
<u>BIDDER:</u>	Party submitting a bid for consideration by the City of Monterey.
<u>CONTRACTOR:</u>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
<u>COUNCIL OR CITY COUNCIL:</u>	The City Council of the City of Monterey.
<u>PLANS:</u>	The project plans referred to herein.
<u>SPECIAL PROVISIONS:</u>	Part IV of these Specifications.
<u>SPECIFICATIONS:</u>	This document, in its entirety.
<u>STANDARD SPECIFICATIONS:</u>	Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Monterey.
<u>STANDARD PLANS:</u>	Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
<u>ADA:</u>	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
<u>CBC:</u>	California Building Codes, latest edition as adopted by the City of Monterey.
<u>IBC:</u>	International Building Codes, latest edition.

DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS

A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements

B: 35n1622 – Virgin Ave. Sidewalk Improvements

C: 34n0615 – Montecito/Ramona Crosswalks and Ramps

D: 30n0813 – Third Street / Aguajito Curb Bulbouts and Crosswalk

CITY OF MONTEREY

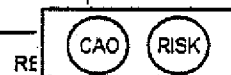
PART II: PROPOSAL

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Sawcut AC Pavement (F)	985	LF		
5	Sawcut Concrete Curb and Gutter (F)	23	EA		
6	Sawcut Concrete Cross-Gutter (F)	13	LF		
7	Sawcut Concrete Sidewalk or Driveway (F)	160	LF		
8	Remove AC Pavement (F)	10,225	CF		
9	Remove Concrete Curb and Gutter (F)	764	LF		
10	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)	3,139	SF		
11	Remove Concrete Cross-Gutter (F)	822	SF		
12	Remove 9" Pine	1	LS		
13	Root Grinding	1	LS		
14	Relocate Fence	25	LF		
15	Remove Catch Basin	3	EA		
16	Adjust Manhole Cover to Grade	1	EA		
17	Adjust Valve Cover to Grade	5	EA		
18	Adjust Monument Cover to Grade	2	EA		



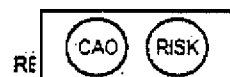
19	Construct 12" Storm Drain	40	LF		
20	Construct Storm Drain Inlet (City Type 103 BR)	3	EA		
21	Construct Storm Drain Inlet (24"x24" Side Opening)	1	EA		
22	Cobble Lined Swale	55	SF		
23	Bioretention Planter (Not Underdrained)	463	SF		
24	Earthwork	1	LS		
25	Class 2 Aggregate Base	245	CY		
26	Hot Mix Asphalt (Type A)	196	TON		
27	Construct Concrete Curb and Gutter	588	LF		
28	Construct Concrete Vertical Curb Type A1-6	150	LF		
29	Construct Concrete Cross-Gutter	730	SF		
30	Construct 18"-Wide Concrete Band	667	LF		
31	Construct Conc. Paver Vehicular Pavement Type "A"	1,851	LF		
32	Construct Conc. Paver Vehicular Pavement Type "B"	1,730	LF		
33	Construct 6"-Thick Concrete Accessible Parking	402	SF		
34	Construct 6"-Thick Concrete Commercial Driveway	243	SF		
35	Construct 5.5"-Thick Concrete Residential Driveway	762	SF		
36	Construct D.G. Sidewalk	98	SF		
37	Construct HMA Sidewalk	134	SF		
38	Construct Concrete Sidewalk	3,602	SF		
39	Construct Concrete Curb Ramp	1,630	SF		
40	Remove Roadside Sign	12	EA		
41	Furnish and Install Roadside Sign	13	EA		
42	Remove Pavement Delineation and Markers	1	LS		
43	Detail 22 Traffic Stripe (Thermoplastic)	243	LF		
44	Apply Pavement Markings (2-coat paint)	839	SF		
45	Pavement Marker, Type BB	4	EA		
46	Record Drawings	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 46) (Written in Words): <hr/>					(Figures) \$

ADDITIVE ALTERNATE #1 Project C: 34n0615 MONTECITO / RAMONA

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
AA1	Sawcut Concrete Curb and Gutter (F)	2	EA		
AA2	Sawcut Concrete Sidewalk or Driveway (F)	10	LF		
AA3	Remove Concrete Curb and Gutter (F)	10	LF		
AA4	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)	181	SF		
AA5	Remove Concrete Cross-Gutter (F)	166	SF		
AA6	Class 2 Aggregate Base	1	CY		
AA7	Construct Concrete Cross-Gutter	72	SF		
AA8	Construct Concrete Sidewalk	126	SF		
AA9	Construct Concrete Curb Ramp	74	SF		
TOTAL ADDITIVE ALTERNATE #1 BID (ITEMS AA1 THROUGH AA9) (Written in Words): _____					(Figures) \$ _____
GRAND TOTAL (Base Bid + Add #1) (Written in Words): _____					(Figures) \$ _____

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Base Bid + Additive Alternate 1).



BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer.

4. Sawcut AC Pavement (F)

Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to sawcut asphalt concrete pavement as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. No payment shall be made for sawcutting asphalt concrete pavement where payment is covered in the unit price for Traffic Detector Loops.

5. Sawcut Concrete Curb and Gutter (F)

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, the furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

6. Sawcut Concrete Cross-Gutter (F)

Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, the furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete cross gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

7. Sawcut Concrete Sidewalk or Driveway (F)

Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete sidewalk as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

8. Remove AC Pavement (F)

Measurement and payment for this item shall be on a per cubic foot basis, calculated based on the areas and depths shown on the Plans, plus any change ordered by the Engineer. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of asphalt concrete pavement, and base material as required, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

9. Remove Concrete Curb and Gutter (F)

Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete curb and gutter, including curb and gutter in front of existing curb ramps, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10. Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of Portland cement concrete or asphalt concrete sidewalk, sidewalk crossing (driveway apron), and curb ramp (excluding curb and gutter in front of curb ramp) as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

11. Remove Concrete Cross-Gutter (F)

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete cross gutter, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

12. Remove 9" Pine

Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, for removal of one 9"-diameter pine tree and root ball to 24" below existing grade, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

13. Root Grinding

Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, for root grinding at the locations and to the depths shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

14. Relocate Fence

Measurement and payment for this item shall be on a linear foot basis, measured along the face of the relocated fence. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, for removing existing fence and fence footing, and constructing new fence and new footings as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

15. Remove Catch Basin

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to removing existing storm drain catch basin, capping existing storm drains which are to be abandoned, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Where the Plans indicate an existing catch basin is to be adjusted to grade, the required reconstruction shall be paid for under this bid item. At Contractor's option, the existing catch basin may be partially demolished and reconstructed, or completely demolished and a new drain inlet constructed, as required for adjustment to finished grade, and as directed by the Engineer.

16. Adjust Manhole Cover to Grade

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to lower the frame and cover before construction and reinstall the frame and cover at final grade with a concrete collar after grading and/or paving, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer

17. Adjust Water Valve Cover to Grade

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to remove existing valve cover, protect the valve riser during construction, then shorten or extend the valve riser as appropriate and reinstall the cover at final grade with a concrete collar after grading and/or paving, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer

18. Adjust Monument Cover to Grade

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to coordinate with the City Surveyor to tie out the existing monument location; salvage the existing monument cover; protect the monument during construction; reinstall the cover at final grade with a concrete collar after grading and/or paving; and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer

19. Construct 12" Storm Drain

Measurement and payment for this item shall be on a per linear foot basis as measured along the centerline of pipe alignment, for the various sizes of pipe listed. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain pipes of listed sizes per City Standard Detail 500 including: trench excavation; pipe bedding; placement of storm drain pipe; and backfilling and compaction of the trench as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer

20. Construct Storm Drain Inlet (City Type 103 C)

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of storm drain inlet per City standard detail 103C, including structure excavation and backfill, precast members, miscellaneous metal, grates, reinforcing steel, connecting to existing pipes, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Where the Plans indicate an existing catch basin is to be adjusted to grade, the required reconstruction shall be paid for under this bid item. At Contractor's option, the existing catch basin may be partially demolished and reconstructed, or completely demolished and a new drain inlet constructed, as required for adjustment to finished grade, and as directed by the Engineer.

21. Construct Storm Drain Inlet (24"x24", Side Opening)

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for construction of 24" x 24" (interior dimensions in plan view) curb opening storm drain inlet similar to Model 2424 as manufactured by Central Precast, including structure excavation and backfill, precast members, miscellaneous metal, grates, reinforcing steel, connecting to existing pipes, and for doing all other work involved, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

22. Cobble Lined Swale

Measurement and payment for this item shall be on a per square foot basis, based on the dimensions shown on the Plans and any adjustments ordered by the Engineer. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for excavation and backfill, geotextile, and cobbles, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

23. Bioretention Planter (Not Underdrained)

Measurement and payment for this item shall be on a per square foot basis based on the dimensions shown on the plans. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for construction of bioretention planters, complete in place, including removal of construction materials from new planter areas; excavation to the depths shown on the plans; importing bioretention soil mix or amending on-site soils to meet the bioretention soil mix specification; final contouring; mulching; and planting, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

24. Earthwork

Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, clearing and grubbing, excavation and embankment, and import or export of material necessary for performance of the work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

25. Class 2 Aggregate Base

Measurement and payment for this item shall be on a per cubic yard basis in accordance with the Caltrans Standard Specifications. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for preparing and recompacting subgrade, and placing, spreading and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular paving, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Excluded from this item is aggregate base below Concrete Paver Vehicular Pavement Types A and B, Concrete Driveways, Concrete Accessible Parking, and HMA Sidewalk Path. Aggregate base within the limits of those bid items will be considered included in the unit prices bid for those items.

26. Hot Mix Asphalt (Type A)

Measurement and payment for this item shall be on a per ton basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for recompacting aggregate base or subgrade; applying tack coat; and placing, spreading and compacting asphalt concrete as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

27. Construct Concrete Curb and Gutter

Measurement and payment for this item shall be on a per linear foot basis as measured at the face of curb. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade; constructing concrete curb and gutter in accordance with City standard 100 R; and dowelling into existing curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Excluded from this item are curb and gutter transitions for catch basins, curb and gutter within the limits of concrete cross-gutters, and curb and gutter within the limits of curb ramps and driveway aprons (sidewalk crossings).

28. Construct Concrete Vertical Curb Type A1-6

Measurement and payment for this item shall be on a per linear foot basis as measured at the face of curb. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade and constructing concrete curb Type A1-6 in accordance with Caltrans Standard Plan A87A; and dowelling into existing curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

29. Construct Concrete Cross-Gutter

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade; constructing concrete cross-gutter, and dowelling as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The pay limit for concrete cross-gutter shall include the curb and gutter between the beginning and end of curb return, including curb and gutter transitions for catch basins and the curb abutting curb ramps.

30. Construct 18"-Wide Concrete Band

Measurement and payment for this item shall be on a per linear foot basis as measured along the centerline of the concrete band. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of sub-grade; dowelling into adjacent curb, gutter, and concrete bands; and constructing 18"-wide reinforced concrete band as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

31. Construct Conc. Paver Vehicular Pavement Type "A"

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for placing, spreading, and compacting Class 2 aggregate base, spreading and compacting bedding sand, and setting and finishing concrete pavers as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

32. Construct Conc. Paver Vehicular Pavement Type "B"

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for over-excavation and recompaction of subgrade, constructing 8"-thick reinforced concrete pavement, placing geotextile, spreading and compacting bedding sand, and setting and finishing concrete pavers as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

33. Construct 6"-thick Concrete Accessible Parking

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for recompacting aggregate base or subgrade, placing reinforcing steel, placing concrete, and finishing concrete pavement, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

34. Construct 6"-thick Concrete Commercial Driveway

Measurement and payment for this item shall be on a per square foot basis. Commercial Driveway area shall be the scored and sloped apron area and the sidewalk area behind the sidewalk crossing, and shall include the curb and gutter in front of the driveway. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals for recompacting aggregate base or subgrade, placing reinforcing steel, placing concrete, and finishing concrete pavement, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

35. Construct 5.5"-thick Concrete Residential Driveway

Measurement and payment for this item shall be on a per square foot basis. Residential Driveway area shall be the scored and sloped apron area and the sidewalk area behind the sidewalk crossing, and shall include the curb and gutter in front of the driveway. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for recompacting aggregate base or subgrade, placing reinforcing steel, placing concrete, and finishing concrete pavement, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

36. Construct D.G. Sidewalk

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing a decomposed granite (D.G.) walking surface, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

37. Construct HMA Sidewalk

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing HMA sidewalk, including over-excavation and recompaction of subgrade, constructing headers, and placing and compacting aggregate base and HMA, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

38. Construct Concrete Sidewalk

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade, constructing concrete sidewalk in accordance with City standard 111 R, and dowelling into existing sidewalk and curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Areas within curb ramps and driveway shall not be included in this item, but shall be paid for under Construct Curb Ramp and Construct Concrete Pavement (6"-thick Commercial Driveway) and Construct Concrete Pavement (4"-thick Residential Driveway).

39. Construct Concrete Curb Ramp

Measurement and payment for this item shall be on a per square foot basis. Curb ramp area shall be the area within and including the 12"-wide grooved border, and shall include the curb and gutter in front of the ramp. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing a concrete ramp with truncated domes, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Excluded from this item are the curb and gutter between the beginning and end of curb return, where concrete cross-gutter occurs; and curb and gutter transitions for catch basins.

40. Remove Roadside Sign

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the removal of existing sign, post, and footing, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

41. Furnish and Install Roadside Sign

Measurement and payment for this item shall be on a per each basis, and each individual sign installation will be considered one unit regardless of the number of posts or sign panels involved, and regardless of the number of times the sign must be reset due to stage construction. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal of existing sign where shown, and furnishing and installing new sign panels on 2"-diameter galvanized steel pipe set in a concrete footing, in accordance with City standard detail 603, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

42. Remove Pavement Delineation and Markers

Measurement and payment for this item shall be on a lump sum basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal of thermoplastic and painted pavement stripes and markings and raised pavement markers as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

43. Detail 22 Traffic Stripe (Thermoplastic)

Measurement for this item shall be on a per linear foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive traffic line, application of thermoplastic stripes, and installation of markers for a complete Detail 22 traffic line in accordance with Caltrans Standard Plan A20A as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

44. Apply Pavement Markings (2-coat paint)

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive pavement markings, and application of painted or thermoplastic markings, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

45. Pavement Marker, Type BB

Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals, involved in the preparation of surface to receive pavement markers and installation of Type BB pavement markers as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

46. Record Drawings

Measurement and payment for this item shall be on a lump sum (LS) basis for furnishing to the City a complete set of Record (As-Built) Drawings upon project completion.

AA1. Sawcut Concrete Curb and Gutter (F)

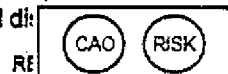
Measurement and payment for this item shall be on a per each basis. The work shall include, but not be limited to, the furnishing all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

AA2. Sawcut Concrete Sidewalk or Driveway (F)

Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to sawcut concrete sidewalk as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

AA3. Remove Concrete Curb and Gutter (F)

Measurement and payment for this item shall be on a per linear foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of the curb



and gutter, including curb and gutter in front of existing curb ramps, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

AA4. Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of Portland cement concrete or asphalt concrete sidewalk, sidewalk crossing (driveway apron), and curb ramp (excluding curb and gutter in front of curb ramp) as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

AA5. Remove Concrete Cross-Gutter (F)

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for demolishing and disposing of concrete cross gutter, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

AA6. Class 2 Aggregate Base

Measurement and payment for this item shall be on a per cubic yard basis in accordance with the Caltrans Standard Specifications. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for preparing and recompacting subgrade, and placing, spreading and compacting aggregate base in areas to receive curbs, gutters, and HMA vehicular paving, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Excluded from this item is aggregate base below Concrete Paver Vehicular Pavement Types A and B, Concrete Driveways, Concrete Accessible Parking, and HMA Sidewalk Path. Aggregate base within the limits of those bid items will be considered included in the unit prices bid for those items.

AA7. Construct Concrete Cross-Gutter

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; constructing concrete cross-gutter; and dowelling as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The pay limit for concrete cross-gutter shall include the curb and gutter between the beginning and end of curb return, including curb and gutter transitions for catch basins and the curb abutting curb ramps.

AA8. Construct Concrete Sidewalk

Measurement and payment for this item shall be on a per square foot basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for over-excavation and recompaction of subgrade; constructing concrete sidewalk in accordance with City standard 111 R; and dowelling into existing sidewalk and curb and gutter as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Areas within curb ramps and driveway shall not be included in this item, but shall be paid for under Construct Curb Ramp and Construct Concrete Pavement (6"-thick Commercial Driveway) and Construct Concrete Pavement (4"-thick Residential Driveway).

AA9. Construct Concrete Curb Ramp

Measurement and payment for this item shall be on a per square foot basis. Curb ramp area shall be the area within and including the 12"-wide grooved border, and shall include the curb and gutter in front of the ramp. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for constructing a concrete ramp with truncated domes, as shown on the Plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

FINAL PAY ITEMS

Items designated with (F) are Final Pay Items in accordance with Section 9, "Payment", of the Standard Specifications

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates. At a minimum, the bid price shall be broken down by each project (A, B, C & D).

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The **Noncollusion Declaration** included in this document shall be executed and submitted with each bid. The **Local Hire Certification** included in this document shall be executed and submitted with each bid, except in the following cases: 1) informal bids (i.e., under \$65,000); 2) whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 3) whenever the City, in accordance with the requirements of the City Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or 4) whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors.
License No. : _____, Class: _____, Expiration date: _____.

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN
_____ COUNTY, CALIFORNIA, ON _____, 201__.

Name of Firm: _____
Address: _____
Telephone: _____
Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA

DATE RECEIVED

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Date Completed	Dollar Amount	Agency Name	Type Of Job	Project Location
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater.

1	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
2	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
3	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
4	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
5	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
6	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
7	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [city],
_____ County, California.

Signature

Printed Name and Title

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title

LOCAL HIRING REQUIREMENT

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to Section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.

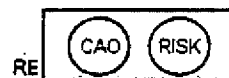
CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS
(Prime Contractor – To be Submitted with Bid)

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature

Printed Name and Title

Date



CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS
(Subcontractor - To be Completed by Subcontractor After Bid is Awarded)

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature

Printed Name and Title

Date

PART III - GENERAL PROVISIONS
FORMAL BID (\$65,000 and over)

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

The bidder is required to thoroughly examine the job site, Plans and Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

BID DOCUMENT COMPLETION

Proposals to receive consideration shall be made in accordance with the following instructions:

The proposal shall be made upon the form provided therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).

Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

CONTRACT AWARD AND EXECUTION

CONTRACT AWARD

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

CONTRACT EXECUTION

A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:

1. Award of the contract by the City Council
2. Execution of a written agreement by the Contractor, on the form set forth herein, within fifteen (15) calendar days after written notice that the contract has been awarded to him.
3. Delivery by the Contractor to the City of Monterey, the contract bonds and certificates of insurance as required by these specifications.

PUBLIC WORKS CONTRACT (Formal Bid)

[Insert Project Name, as Listed on Resolution] Project [Insert Project Code]

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this ___ day of ___ 201 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's [Plans and] Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for [Insert Project Name]. Work is to be as set out in the [Plans and] Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [Insert Month Day, Year], in an amount not to exceed [Insert amount in words] dollars (\$###,###.00) plus a sum of up to [10%] for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within [fourteen (14)] calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of [insert no. of construction days (##)] calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. 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 10184 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on [Month Day, Year] by Resolution [##-###] C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

<ul style="list-style-type: none"> A. [<u>Plans and</u>] Specifications B. Accepted Proposal C. Performance Bond D. Payment Bond (labor and materials) 	<ul style="list-style-type: none"> E. Non-Collusion Declaration F. Debarment and Suspension Certification G. Certification(s) of Good Faith Effort to Hire Local Residents [<u>Delete if project is federally funded</u>]
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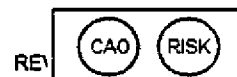
IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST: CITY OF MONTEREY: [INSERT CONTRACTOR NAME]:

By: _____
City Clerk

By: _____
City Manager, or his designee

By: _____
[Insert Name, Title]



SCOPE OF WORK

INTENT

The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, equipment, incidentals and machinery except as otherwise specified, which are necessary and required to complete the contract in a satisfactory and workmanlike manner.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

CHANGES AND EXTRA WORK

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Monterey and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions. ENGINEER'S

AUTHORITY

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

ASSIGNMENT

The contract may be assigned only upon the written consent of the City Council. SUBCONTRACTING:

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Capital Projects Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to the Engineer or his representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

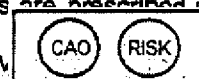
All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

CONTROL OF MATERIALS

GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the plans and specifications.



All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

MATERIAL SOURCE

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Monterey. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty

percent of the total contract amount including adjustments or the original performance bond, whichever is greater.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Monterey which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which the plans and specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

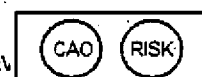
"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.



WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been n

resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section

1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works projects. as

may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Monterey Capital Projects Division office. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

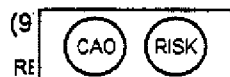
Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) days prior to the start of construction. Agreement #: Ag-5180 - Page 40 of 141
Del Monte Grove and Oak Grove Street Improvements



the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Monterey.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

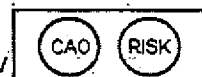
LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be given to the Contractor.



Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof, or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper, or the City may annul and cancel the contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8- 1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of his contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

PAYMENT

GENERAL

Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the plans and specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related contract requirements have been satisfactorily met.

PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

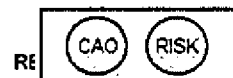
No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the cc

the Engineer shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.



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DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS

- A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements
- B: 35n1622 – Virgin Ave. Sidewalk Improvements
- C: 34n0615 – Montecito/Ramona Crosswalks and Ramps
- D: 30n0813 – Third Street / Aguajito Curb Bulbouts and Crosswalk

PART IV: SPECIAL PROVISIONS

GENERAL

The work, in general, consists of construction of new curb, gutter, sidewalk, curb ramps, vehicular pavements, and striping. The work shall include, but not be limited to, demolition and removal of existing pavement, driveways and sidewalks, storm drain improvements, and construction of new pavements, sidewalks and driveways.

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the Standard Specifications, Standard Plans, and these Special Provisions and the Plans, the order of precedence shall be as follows:

Special Provisions shall take precedence over Plans and the Plans shall take precedence over Standard Specifications and Standard Plans. These Special Provisions shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the contract in accordance with Public Contract Code §.9550 et seq.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of one hundred twenty (120) calendar days from the effective date of the Notice to Proceed.

LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge, except for construction parking permits. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

\$10 per vehicle/space per day (meter space):

- Cannery Row Area
- Wharf Area
- Waterfront Area
- Foam Street
- Scott/Oliver Streets

\$5 per vehicle/space per day (non meter space):

- Lighthouse Avenue
- Downtown Area
- All other restricted/enforced area on-street.

Paper construction parking permits may be obtained at the Parking Division office, 340 Tyler Street, Monterey, CA 93940 (831.646.3953).

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Capital Projects Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
2. All submittals shall have a cover sheet containing the following:
 - a. Submittal date, submittal number and submittal revision number (as applicable),
 - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

CONSTRUCTION SURVEYS

All distances and measurements are given and will be made in a horizontal plane. Grades will be given from the top of stakes or nails, unless otherwise noted.

Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans and specifications. Deviations from the approved plans and specifications must be approved by the Engineer and authorized in writing.

The Contractor shall give at least seventy-two (72) hours' notice in writing to the Construction Manager when construction stakes will be required.

Such stakes or marks will be set by the Engineer as he determines to be necessary to enable the Contractor to establish the lines and grades required for the completion of the work specified in the Standard Specifications, Plans and Specifications. This staking will include one set of stakes or marks at about twenty-five feet on center (25' O/C) which shall be used for excavation, filling, and alignment of improvements.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. **Preconstruction Conference.** During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by the Contractor.

signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.

a. Tests and Inspections:

- Sub-grade compaction
- Aggregate placement and compaction
- Forms Placement
- Trench backfill and bedding
- Reinforcing bar placement
- Fill Material (if applicable)
- Pipe placement
- Lateral Connections
- Welding
- High Strength Fasteners and Bolts
- Epoxy
- Fire Proofing
- Street Light Bases

b. Materials and Materials Certification:

- Aggregate Base
- Hot Mix Asphalt/Asphalt Concrete
- Concrete
- Catch Basin and Manhole Casting
- Reinforcing Bar
- Concrete Pavers
- Decomposed Granite (D.G.)
- Pipe Material
- Trench backfill material
- Lumber
- Slurry backfill

c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.

6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Monterey, Capital Projects Division Office.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Monterey City Code, as amended,
3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
8. California Historic Building Code, latest edition as adopted by the City of Monterey,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,
11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code.

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-1.03 "Public Convenience" and 7-1.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims (including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property), demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, e

fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

INSURANCE

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Commercial General Liability ("CGL") Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per incident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Contractor's Pollution Legal Liability ("PLL") and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Such coverage shall include coverage for transport of hazardous materials if transport of hazardous materials services are being provided as a part of the Agreement. The policy will not include lead-based paint or asbestos exclusions when performing lead-based paint or asbestos related identification, removal and/or remediation. The policy will not include mold exclusions when performing mold related identification, removal and/or remediation. The definition of mold shall include microbial matter, including mold.

If the PLL policy is written on a claims-made basis, Contractor will maintain tail coverage providing the City with additional covered part status for five (5) years after the contract period. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination/expiration of the Agreement or any amendments thereto. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement's effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after termination/expiration of the Agreement.

If Contractor maintains higher limits than the minimums shown above, the City of Monterey requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Monterey.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City of Monterey, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Monterey.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City of Monterey as a loss payee as its interest may appear.

If the project does not involve new or major reconstruction, at the option of the City of Monterey, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Monterey's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Monterey for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's PLL policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's PLL policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Monterey. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Monterey for all work performed by the Contractor, its employees, agents and subcontractors.

Subcontractors

Contractor shall either (1) insure the activities of its subcontractors in its policies; or (2) require and verify that each of its subcontractors procure and maintain insurance meeting all the requirements stated herein, with Contractor ensuring that City of Monterey is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City of Monterey reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Verification of Coverage

Contractor shall furnish the City of Monterey with certificates of insurance and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City of Monterey before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City of Monterey reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.

PRE-CONSTRUCTION CONFERENCE

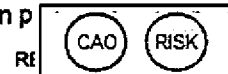
Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Capital Projects Division Office, 353 Camino El Estero, Monterey, CA 93940. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of **\$1,200 (one thousand, two hundred dollars)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein p



same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
3. Minimizing any hazard to the general public.
4. Proper handling of hazardous materials.
5. There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.
6. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

TRAFFIC CONTROL

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Capital Projects Division Office (831.646.3997) a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.
4. No trench shall be left open during non-working hours.
5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>
2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
5. If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>
6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
7. Show all parking restriction zones and signs, as appropriate. Telephone the Parking Division Office (831.646.3953) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
8. Indicate on the TCP the duration of the construction work, including dates and times.
9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.

Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center).
2. The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.

3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.
6. All temporary traffic delineation (delineators and cones) used shall be a minimum of twenty-four (24) inches tall. Retroreflective bands are required for night time traffic.
7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

CONSTRUCTION PROJECT SIGNS

For Neighborhood Improvement Projects (NIP), the Contractor shall post temporary Neighborhood Improvement Project signs, one at each end of the blocks or at entrances to project sites, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes. Sign panels and posts, if provided by the City, shall be returned to the City in good condition.

REMOVAL OF OBSTRUCTIONS

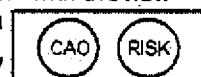
The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area.



provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Monterey, California.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

SANITARY FACILITIES

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

INSPECTION OF WORK

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Monterey reserves the right to perform random inspections at any time.

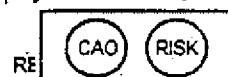
The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

RECORD DRAWINGS

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.



ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states,

"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Regardless of project size, the Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage and handling, and waste management. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only.
- Soil stabilization of graded areas shall be in place where construction activities have temporarily and/or permanently ceased.
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first.
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind.
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site.
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers.
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.

Best management practices (BMPs) are required to be employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures, solid waste containment, concrete waste management, proper vehicle and equipment cleaning, fueling, and maintenance, and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- At all times, Contractor shall maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exist locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials that are exposed to wind or precipitation,
 - Equipment and staging areas that are exposed to wind or precipitation; and,
 - All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup.

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall supply the City with NOI and Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information can be found at the State Water Resources Control Board CGP website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.

1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
 - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,
 - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
2. These standards do not apply to unprotected trees or trees previously approved for removal.
3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].
4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dagnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.

8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
 - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
11. Chapter 37, Preservation of Trees and Shrubs, is available at www.monterey.org or <http://www.codepublishing.com/ca/monterey>

DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS

- A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements
- B: 35n1622 – Virgin Ave. Sidewalk Improvements
- C: 34n0615 – Montecito/Ramona Crosswalks and Ramps
- D: 30n0813 – Third Street / Aguajito Curb Bulbouts and Crosswalk

TECHNICAL SPECIFICATIONS

SAWCUTTING

Sawcutting shall be done so as to provide a straight, neat edge. Where construction operations cause damage beyond the limits of the sawcut line, the damaged area shall also be removed and replaced to a sawcut edge, at Contractor's expense.

Sawcut slurry shall not be allowed to run down streets, gutters, or into catch basins. Sawcut slurry shall not enter the Monterey Bay National Marine Sanctuary.

ASPHALT PAVEMENT

Asphalt Concrete pavement shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Sawcut shall be to a minimum depth of 2 inches.

CURB AND GUTTER

Curb and gutter shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut shall be to a minimum depth of 6 inches, or to full depth, whichever is less.

SIDEWALK

Sidewalk shall be sawcut at the locations indicated by the Engineer and as shown on the Plans. Sawcut lines shall coincide with existing score marks or joints. Sawcut shall be to a minimum depth of 2 inches.

DEMOLITION AND DISPOSAL OF ASPHALT CONCRETE PAVEMENT

Removing asphalt concrete pavement shall conform to the provisions in Sections 16 and 19, "Clearing and Grubbing" and "Earthwork" of the Standard Specifications.

Asphalt concrete areas to be removed shall be sawcut to a neat edge as required by these Specifications.

DEMOLITION AND DISPOSAL OF CONCRETE CURBS, GUTTERS, DRIVEWAYS, AND SIDEWALKS

Removal of Portland cement concrete curbs, gutters, driveways, and sidewalks shall conform to the provisions in Section 15-3, "Removing Concrete," of the Standard Specifications.

Portland cement concrete areas to be removed shall be sawcut to a neat edge as required by these Specifications. Sawcut lines shall coincide with existing joints, where possible.

RELOCATE FENCE

This work consists of removing existing fence and concrete footings, and constructing new fence and concrete footings.

Relocated wooden fence shall match the height and design of the fence that was removed, unless directed otherwise by the Engineer. Existing rails and pickets may be reused if approved in by the Engineer.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications and AWPA Use Category System: UC4A, Commodity Specification A or B. All other wood shall be naturally decay resistant lumber conforming to AWPA Use Category UC3B, Commodity Specification A.

Posts shall be placed in concrete footings. Footings shall be a minimum of 2 feet 6 inches deep, measured on the downhill side, and shall be at least 12 inches in diameter. The fence post shall be centered in the concrete footing. Posts shall extend to the bottom of the footing.

The finished fence shall be painted with two coats of paint.

ADJUSTMENTS

Manhole covers and frames shown to be adjusted on the plans shall be adjusted to new grades with concrete or an approved adjusting ring, as shown on the Plans. Work shall conform to Section 15-2 of the State Standard Specifications and these requirements.

Valve and monument covers shall be adjusted to new grades after completion of paving operations as shown on the Plans. Work shall conform to the details shown on the Plans, Section 15-2 of the State Standard Specifications, and these requirements.

All covers will be left free of any asphaltic material and will be completely cleaned not more than five (5) days after paving has been completed at that particular location. All frames and boxes shall be within 1/2" of the bottom of an 8 foot straight edge when placed across manhole on the finished pavement.

Manhole frames and covers, if replaced, shall be Phoenix Brand P-1001 or equal as approved by the Engineer, and marked with "SS" or "SD", as appropriate.

Monument covers, if replaced, shall be Phoenix Iron Works P-2001 or Brooks No. 4, or approved equal.

Water valve cover adjustments shall be performed in accordance with the requirements of the California-American Water Company. Valve covers, if replaced, shall be approved by the California-American Water Company.

EARTHWORK

All earthwork shall be done in accordance with Section 19 of the State Standard Specifications and these special provisions. This work shall include performing all operations necessary to excavate all materials, regardless of character, and subsurface conditions from the length and cross section of the construction area necessary to perform the work shown on the plans. This shall include all operations necessary to construct embankments, including the placement of selected material in connection therewith to backfill depressions resulting from the removal of obstructions. Other operations included in this work are preparing the construction area with on site material, such as importing select material from on site for placing sidewalk paving or aggregate base and paving thereon. Grading, moisture conditioning, and compaction are all elements of such preparation.

The provisions in the second paragraph of Section 19 5.03, "Relative Compaction (95 Percent)," of the Standard Specifications are amended as follows: the depth of over-excavation and recompaction to 95 percent shall be 6 inches, unless otherwise shown on the Plans.

This item includes import and export of material required to perform the earthwork required for this project.

All excess materials resulting from earthwork shall be removed from the site and disposed of or recycled in a legal manner acceptable to the City.

No blasting will be allowed unless approved by the Engineer in writing.

BIORETENTION SOIL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General: Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

- A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for supply, preparation and installation of Bioretention Soil in storm water treatment measures as shown on the Drawings and as specified in this Section.
- B. Related work includes but is not limited to:
 - 1. Earthwork and Grading
 - 2. Soil Preparation

1.03 STANDARDS

- A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
 - 1. C33 / C33M Specification for Concrete Aggregates
 - 2. D422 Standard Test Method for Particle Size Analysis of Soils

1.04 SUBMITTALS

- A. Samples: Provide one quart samples each of compost, mulch, and Bioretention Soil to the Engineer for review.
- B. Prior to delivery of any materials to the site, provide grain size analysis results of the following performed by an accredited laboratory in accordance with ASTM D422.
 - 1. Sand component
 - 2. Compost component
- C. Prior to delivery of any materials to the site, provide:
 - 1. Quality analysis results for compost performed by an independent STA Program approved lab in accordance with US Composting Council's Seal of Testing Assurance (STA) standards. Samples are to be taken using the STA sample collection protocol. (Sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741, (631)737-4931 www.compostingcouncil.org).
 - 2. Organic content test results of mixed Bioretention Soil: Organic content test shall be performed in accordance with by Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On Ignition Organic Matter Method".
 - 3. Tests must be conducted within 120 calendar days prior to the delivery date of the installation of bioretention soil in the Project site.
- D. Certification from the soil supplier or an accredited laboratory that the Bioretention Soil meets the requirements of this specification.
- E. A description of the equipment and methods used to mix the sand and compost to produce Bioretention Soil.
- F. Testing: Provide laboratory (Lab) analysis noted above performed by either:
 - 1. Pre-approved Lab - Control Laboratories Inc., 42 Hangar Way, Watsonville, CA 95076, (831)724-5422
 - 2. A Lab that is enrolled in the US Composting Council Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Evaluation of Composting and Compost (TMECC). Lab qualifications shall include:
 - a. Address, phone number, email address.
 - b. Qualifications of Lab personnel
 - c. Date of current certification by STA, ASTM, or approved equal.
 - 3. Contractor shall pay for all testing fees from the Lab for all tests specified herein.

1.05 REVIEWS

- A. See Specification Section Soil Preparation.

PART 2 - PRODUCTS

2.01 BIORETENTION SOIL

- A. General: Bioretention soil shall be sufficiently permeable to achieve a long-term (life of the facility) in-place infiltration rate of minimum 5 inches per hour. Bioretention soil shall also have sufficient moisture and nutrients to support healthy vegetation.
- B. Composition: Bioretention Soil shall be a mixture of 60%-70% sand, and 30%-40% compost, measured on a volume basis.
 - 1. Bioretention Soil may be prepared on site, or Contractor may elect to provide it pre-mixed to the Project.

2.02 SAND

- A. General: Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.
- B. Grain size / texture: Sand shall be analyzed in accordance with ASTM D422 and meet the following gradation below. All sands complying with ASTM C33 for fine aggregate comply with these gradation requirements.

Sieve Size	Percent Passing (by weight)	
	Min	Max
3/8"	100%	100%
No.4	90%	100%
No.8	70%	100%
No.16	40%	95%
No.30	15%	70%
No.40	5%	55%
No.100	0%	15%
No.200	0%	5%

2.03 COMPOST

- A. General: Compost shall be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials. Compost shall not include manure or bio-solids.
 - 1. Compost shall meet the standards developed by the US Composting Council (USCC). The material shall be certified through the USCC Seal of Testing Assurance (STA) Program.
- C. Feedstock Materials shall be specified by the compost supplier and include one or more of the following: landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
- D. Quality Analysis: Lab report shall verify the following:
 - 1. Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S, and B.
 - a. Total Nitrogen content 0.9% or above preferred.
 - b. Boron: Total shall be < 80 ppm; Soluble shall be < 2.5 ppm
 - 2. Moisture Content shall be between 30% - 55% of dry solids.
 - 3. pH shall be between 6.5 and 8. May vary per requirements of plant species.
 - 4. Bulk density: shall be between 500 and 1100 dry lbs/cubic yard (
 - 5. Salinity (electrical conductivity): Must be reported; < 6.0 mmhos/cm
 - 6. Organic Matter Content: 35% - 75% by dry wt.

7. Carbon and Nitrogen Ratio: C:N < 25:1 and C:N >15:1
 8. Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or re-wetting is not acceptable. In addition any one of the following is required to indicate stability:
 - a. Oxygen Test < 1.3 O₂ /unit TS /hr
 - b. Specific oxy. Test < 1.5 O₂/ unit BVS /
 - c. Respiration test < 8 C / unit VS / day
 - d. Dewar test <20 Temp. rise (Celsius)
 - e. Solvita® > 5 Index value
 9. Toxicity: anyone of the following measures is sufficient to indicate non-toxicity.
 - a. NH₄- : NO₃-N <3
 - b. Ammonium < 500 ppm, dry basis
 - c. Seed Germination > 80 % of control
 - d. Plant Trials > 80% of control
 - e. Solvita® > 5 Index value
 10. Select Pathogens: Salmonella <3 MPN/4grams of TS, or Collform Bacteria <10000 MPN/gram.
 11. Inerts: compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.
 12. Trace Contaminants/Metals (Lead, Mercury, Etc.): must pass US EPA, 40 CFR 503 regulations.
- E. Soil texture: Additional Lab report shall verify the particle size distribution for bio-swales. Compost shall be analyzed in accordance with ASTM D422 or as approved by local agency), and meet the following gradation below:

Sieve Size	Percent Passing (by weight)	
	Min	Max
1-inch	99%	100%
1/2-inch	90%	100%
1/4-inch	40%	90%
No.200	2%	10%

- F. Weed seed/pathogen destruction: Compost supplier shall provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.

2.04 MULCH

- A. Aged mulch / compost mulch.
1. Compost mulch shall be pathogen free / weed free as specified for compost above, free of inorganic impurities, and shall have a dark brown color and semi-fine texture.

PART 3 - EXECUTION

3.01 GENERAL

- A. Prevent over-compaction of native soils in the Bioretention facility. Delineate the facility area as outside the limit of disturbance and keep construction traffic off. Protect soils with fencing, plywood, etc.
- B. Provide erosion control if necessary in the contributing drainage areas of the facility. Stabilize upslope areas. Do not use bio-retention facilities as sediment control facilities.
- C. If drainage is to be allowed through the facility during construction, leave or backfill at least 6" above the final grade. Temporarily cover the under drain with plastic or fabric. Line or mulch the facility.
- D. Verify that Bioretention Soil meets this specification prior to delivery.

- E. Limits and Grades: Prior to installing prepared Bioretention Soil, request a review by the Engineer to verify grading work completed to date and verify specified limits of Bioretention Soil.
- F. If mixing bio-retention media onsite, use an adjacent impervious area or on plastic sheeting to prevent contamination by other materials and soil.

3.02 BIORETENTION SOIL PLACEMENT

- A. Do not excavate, place soils, or amend soils during wet or saturated conditions.
- B. If required, or as determined by the Engineer, rip or scarify the bottom soils to promote greater infiltration or excavate any sediment that may have built up during construction.
- C. Place Bioretention Soil in 12" lifts with machinery operated adjacent to, and not in, the Bioretention facility. If working within the facility, avoid over compaction of the soil, using light weight, low ground-contact pressure equipment.
- D. Allow Bioretention Soil lifts to settle naturally, and achieve 83%-87% relative compaction. The method to achieve required compaction shall be approved by the Engineer before the Bioretention Soil is installed.
 - 1. Bioretention Soils may alternatively be compacted by lightly watering until soils are just saturated. Allow for extra time to let soils dry between each lift. Note that Bioretention Soil cannot be worked when saturated.
- E. After all lifts are placed, wait a few days to check for settlement, and add additional material as needed.
- F. Verify Bioretention Soil elevations before applying mulch or installing plants.
- G. All Bioretention Soil areas shall have a top layer of mulch.

3.04 FINISH GRADING

- A. See Specification Section Soil Preparation for finish grade requirements if Bioretention Soil is part of, or adjacent to, planting areas.

3.05 PROTECTION

- A. Direct drainage away from Bioretention facilities until upslope areas are stabilized, if applicable.

CLASS 2 AGGREGATE BASE

Class 2 Aggregate Base shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications.

DECOMPOSED GRANITE (D.G.) PAVING

Decomposed granite (D.G.) shall be tan or light brown, well-graded, crushed granite passing the 3/8" sieve, clean and free from organic matter and other deleterious substances. On-site D.G. may be stockpiled and re-used, if available.

Provide a 1 pound sample to the Engineer for approval prior to purchase.

D.G. shall not be deposited on pavement prior to placing in its final position, nor shall the material be deposited onto pavement during mixing, watering, and blading operations.

When complete, the D.G. shall be flush with adjacent soil, pavement and curbs (where adjoining). There shall be not more than 1/4-inch difference in elevation between the edge of pavement or curbs and adjacent D.G.

HOT MIX ASPHALT

Hot mix asphalt (HMA) shall be used in asphalt paving and includes but is not necessarily limited to the following work:

- 1. Liquid Asphalt (Prime Coat) and Asphaltic Emulsion (Paint Binder) shall be included as part of this item.

2. Prime Coat shall conform to Section 39-4.1 and Section 93 of the Standard Specifications and shall be Grade SC-70.
3. Asphalt Emulsion (Paint Binder) shall conform to Section 39-4 and Section 94 of the Standard Specifications and shall be SS-1 with 60% with water.
4. Hot mix asphalt shall conform to Section 39 of the Standard Specifications and these Special Provisions. The asphalt binder shall be PG-64-10, and the amount to be mixed with the aggregate shall be between 5 and 7 percent by weight of dry aggregate. The exact amount will be determined by the Contractor by using California Test Method 367. The mix design obtained by the Contractor shall be reviewed and approved by the Engineer.

Tack coat shall be applied to aggregate base, all vertical surfaces, and between lifts at the rates shown in the following table. Application shall conform to the applicable sections of the Standard Specifications.

Tack Coat Application Rates

HMA Overlay over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing AC and PCC pavement	0.03	0.04	0.03

5. Place and roll HMA as required in Section 39 of the Standard Specifications. Unless specifically allowed by the Engineer, the use of "spreader boxes" attached to the haul vehicle will not be allowed per Section 39 of the Standard Specifications.
6. If, upon completion of rolling, or anytime within fourteen (14) days of opening to traffic, areas are found where the above tolerance is exceeded, the Contractor shall correct the same by use of one of the following measures, the choice of which must be mutually agreeable to the Contractor and Engineer.
 - a. Overlaying
 - b. Patching
 - c. Cold Planing
 - d. Removing and Replacing

CONCRETE CURBS, GUTTERS AND SIDEWALKS

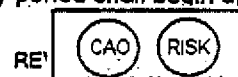
Concrete curbs, gutters, sidewalk, curb ramps, and sidewalk crossings (driveways) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, the Project Plans, and these Specifications.

Concrete curbs, gutters, sidewalk, curb ramps, and sidewalk crossings (driveways) shall be dowelled in accordance with the details shown on the plans. All expansion and cold (construction) joints shall be dowelled. Sidewalk which adjoins curb and gutter, if not poured monolithically, shall be dowelled into the back of curb.

The Contractor shall notify the Engineer when the concrete forms are in place, and shall allow for the Engineer to inspect the forms prior to placing concrete. The Contractor is encouraged to provide sufficient notice to the Engineer so that the Engineer's schedule will not cause the Contractor's operations to be delayed. The Engineer may direct minor adjustments to the forms, at no cost to the City.

DETECTABLE WARNING SURFACE

Detectable warning surface (truncated domes) shall be Armor-Tile or approved equal, **Colonial Red** in color. Detectable warning surface shall be set in concrete and shall be as shown on the Plans. Detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations. The manufacturer shall provide a written 5 year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound on cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.



Full compensation for constructing or furnishing and installing detectable warning surfaces shall be considered as included in the contract price paid for the Curb Ramp and no separate payment will be made therefor.

REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

DOWEL BARS

Dowel bars shall be Grade 40 or 60 plain, round, smooth steel as shown on the plans and the provisions in Section 52. Dowel bars shall be placed as shown on the plans.

Dowel bars shall be free from burrs or other deformations detrimental to free movement of the bars in the concrete. Dowel bars shall be lubricated with a bond breaker over the entire bar. A bond breaker application of petroleum paraffin based lubricant or white-pigmented curing compound shall be used to coat the dowel bars completely prior to placement. Oil and asphalt based bond breakers shall not be used. Paraffin based lubricant shall be Dayton Superior DSC BB Coat or Valvoline Tectyl 506 or an approved equal. Paraffin based lubricant shall be factory applied. White pigmented curing compound shall conform to the requirements of ASTM Designation: C 309, Type 2, Class A, and shall contain 22 percent minimum nonvolatile vehicles consisting of at least 50 percent paraffin wax. Curing compound shall be applied in 2 separate applications, the last application not more than 8 hours prior to placement of the dowel bars. Each application of curing compound shall be applied at the approximate rate of one gallon per 15 square yards.

CONCRETE STRUCTURES

All concrete structures shall conform to Section 51 "Concrete Structures", Section 52 "Reinforcement", Section 70 "Miscellaneous Facilities", Section 75 "Miscellaneous Metal" and these Technical Specifications, except for the Measurement and Payment sections in each.

STORM DRAIN INLET TYPE 103BR shall conform to City standard detail 103BR, the Project Plans and these Specifications.

STORM DRAIN INLET TYPE 103C shall conform to City standard detail 103C, the Project Plans and these Specifications.

24"x24" SIDE OPENING INLET shall be precast or cast in place, conforming to the details shown on the Plans.

All precast members shall conform to Section 70-1.02H, "Precast Concrete Structures", of the Standard Specifications. Precast unit joints shall be sealed with preformed butyl rubber joint sealant conforming to ASTM C-990.

Payment for miscellaneous concrete structures shall be on an installed unit basis. The contract price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including precast members, miscellaneous metal, grates, reinforcing steel, and backfill, and for doing all other work involved in constructing the structures as shown on the Project Plans, and as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

CONCRETE UNIT PAVER VEHICULAR PAVEMENT

Concrete Interlocking pavers shall be installed by a contractor and crew with at least one year of experience in placing interlocking concrete pavers on projects of similar nature or dollar cost. Contractor shall hold current Basic Level Certificate from the Interlocking Concrete Pavement Institute contractor certification program.

Geotextile, reinforced concrete slab under pavers, aggregate base under pavers, bedding and joint sand, and pavers shall all be included as part of this item.

GEOTEXTILE

Geotextile shall conform to Section 88 of the Standard Specifications.

REINFORCED CONCRETE SLAB

Reinforced concrete slab shall conform to Concrete Curbs, Gutters, and Sidewalks of these special provisions.

PAVER UNITS

Concrete interlocking paver units shall meet the requirements of ASTM C 936.

Pavers shall be 3-1/8" thick "Holland", red/tan, manufactured by Pacific Interlock Pavingstone, or approved equal.

Pavers shall be installed in a 90-degree herringbone pattern, with standing soldier course around the perimeter and at utility structures.

Joints between the pavers shall be between 1/16 and 3/16 inches wide. Gaps at the edges of the paver area shall be filled with cut pavers or edge units. Layout shall be done so as to minimize the number of cut pavers, or pavers cut to less than one-third of a whole paver. In no case shall cut pavers have a dimension less than 1/2 inch. Pavers shall be cut with a double-bladed paver splitter or masonry saw.

A low amplitude, high frequency plate vibrator capable of at least 22 kN compaction shall be used to vibrate the pavers into the bedding sand and to completely fill paver joints with joint sand.

The surface of the installed pavers shall not deviate more than 1/2 inch under a 10 foot long straightedge. The surface elevation of the installed pavers shall be 1/8 to 1/4 inch above adjacent concrete bands or lip of gutter.

MOCKUP

Full size samples of concrete paving units that indicate color and shape selections shall be submitted to the engineer for approval prior to ordering materials. Color will be selected by the Engineer from the City's approved colors.

The Contractor shall construct a minimum 6' x 6' mockup. The mockup shall demonstrate the 90-degree herringbone pattern. The area will be used to determine surcharge of the bedding sand layer, joint sizes, layout patterns, colors, and texture for the job. The mockup shall be approved by the engineer prior to paver installation and shall be the standard from which the work will be judged. The mock-up shall be included in the work.

BEDDING AND JOINT SAND

Bedding and joint sand shall be durable, lean, non-plastic, natural sand or sand manufactured from crushed rock, free from deleterious or foreign matter. Do not use limestone screenings or stone dust.

Bedding Sand shall be commercial quality fine aggregate conforming to ASTM C 33.

Joint sand shall be fine aggregate conforming to ASTM C 33 or masonry mortar sand conforming to ASTM C 144.

Aggregate base or concrete slab shall be plus or minus 1/4 inch over a 10' straight edge prior to placing bedding sand. Bedding sand shall not be used to fill depressions in the base course.

Bedding sand shall be spread evenly over the base course and screeded to a nominal 1 inch thickness, not exceeding 1.5 inches thickness. The screeded sand shall not be disturbed. Dry joint sand shall be swept into the paver joints and vibrated until they are full. Excess sand shall be swept off and removed when the job is complete.

STORM DRAIN PIPE

Storm Drain Pipe shall conform to one of the following:

- HDPE SDR 26 pipe conforming to AWWA C901/C906
- PVC SDR 32.5 or SDR 25 Water Pipe conforming to AWWA C900/C905
- PVC SDR 35 or SDR 25 Gravity Sewer Pipe conforming to ASTM D3034

Connections to concrete structures shall be fitted with a flexible, watertight connector approved by the Engineer and conforming to ASTM C-923 or ASTM C-1478.

Pipe trenching, bedding and backfill shall be in accordance with City standard detail 500, ASTM D-2421 and pipe manufacturer recommendations.

Backfill shall be as shown on the plans and as recommended by the pipe manufacturer. Where pipe will have less than 24" of cover, measured from finished grade to top of pipe, the trench shall be backfilled with minor concrete as shown on the plans and as directed by the Engineer.

STREET SIGNS AND POST

Existing roadside signs, where shown on the plans to be relocated, shall be removed and relocated as shown on the plans and as directed by the Engineer.

New signs shall be set as directed by the engineer. Existing signs shall be removed, salvaged and installed at new locations shown as directed by the Engineer.

Each sign shall be reset or installed at the new location on the same day said sign is removed from its original location. Where the sign foundation is not available on the same day, a temporary support must be provided.

Signs shall be placed as directed by the Engineer. Sign shall be placed so that the clearance between the finish grade and the bottom of the sign shall not be less than seven feet (7'). All original concrete shall be removed from the sign post before relocating or resetting, or new sign posts shall be provided.

Sign post shall be installed in earth or sidewalk in accordance with City Standard Detail 603.

REMOVE PAVEMENT DELINEATION AND PAVEMENT MARKERS

Existing pavement stripes, markings, and pavement markers shall be removed by any method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. Where grinding is used, the pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

Any damage to the pavement surfacing or survey points caused by pavement stripe, marking, or raised marker removal shall be repaired by the Contractor at his expense by methods acceptable to the Engineer.

PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

All work and materials under this section shall conform to Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications and Standard Plans and the following special provisions.

All traffic stripes installed on Portland cement concrete pavement shall be paint.

The first application of permanent paint striping and pavement markings shall be placed within 3 to 5 days after surfacing. The final paint application shall be applied after 25 to 30 calendar days curing time. The 30-day curing time will not be counted as days for the striping item of work. Liquidated damages due to striping starts on the 6th and 31st days, respectively.

Surfaces which are to receive traffic stripes and markings shall be dry and shall be cleaned of all dirt and loose material.

Paint shall be acetone based paint per section 84-3 of the Caltrans Specifications. Paint used shall conform to the requirements as specified below. Immediately after painting, apply Type 11 Reflective Glass Spheres, which conform to the requirements as specified below, at a rate of 5 pounds of glass spheres per gallon of traffic paint.

Painted traffic stripes, and markings shall be painted on pavement surfaces by mechanical means with a surface application of glass spheres.

Contractor shall furnish to the Engineer two flagmen at Contractor's expense to assist in inspecting the traffic striping layout.

Cat tracking is required before permanent striping or markers are placed. All additional work necessary to establish satisfactory lines for stripes shall be performed by the Contractor at his expense, including correction of minor irregularities in the alignment of cat tracks or dribble lines. For traffic safety, all cat tracking shall be performed by the Contractor within 8 hours of complete resurfacing at each respective location, and shall be maintained by the Contractor in a legible manner and maximize safety until final striping and permanent markers are in place.

Cat tracking shall consist of placing spots of paint not more than 3" in width and not more than 5' apart. Paint for cat tracks shall be the same as that used for the traffic stripe for which it is placed.

Temporary adhesive type cat tracking may be used upon approval of the Engineer but must be removed (excluding base) by Contractor at his expense prior to placement of permanent lines or markers.

The contractor shall be responsible for layout of traffic stripe, pavement marker, and pavement marking (including parking tees), which must be field reviewed and approved by City Traffic Engineer prior to installation.

All stripes and markings shall be applied only on dry surfaces and during period of favorable weather. Painting shall not be performed when the atmospheric temperature is below 50° F, or when freshly painted surfaces may become damaged by rain, fog or condensation, or when it can be anticipated that the atmospheric temperature will drop below 50° F. All markings at the resurfaced legs of the intersection shall be applied in two coats. Glass spheres shall be applied in both paint applications.

Paint markings at the non-resurfaced legs of the intersection shall receive a single coat.

The completed stripes shall have clean and well defined edges and its maximum deviation shall not exceed 1/4" in width or 1" in length from the dimensions shown on the approved sketches supplied by the Contractor or as directed by the Engineer.

Nips, over spray or improper markings shall be immediately removed from the pavement surface by blast cleaning or methods approved by the Engineer at the Contractor's expense.

Paint for all stripes shall be applied in two coats at the following rates per each coat:

First Coat 215 Square Feet/Gallon
Second Coat 215 Square Feet/Gallon

Glass Beads shall be applied at a rate of five (5) pounds per gallon of paint.

All of the equipment used in the application of traffic stripes shall produce stripes of uniform quality that conform to the specified requirements.

The striping machine shall be capable of operating at a speed of at least 5 miles per hour. The equipment shall be adjustable to the extent that the traffic stripe, including glass spheres where required, shall be applied in one pass of the striping machine.

Centerlines consisting of two 4" wide yellow stripes shall be applied in one operation.

The striping machine shall consist of a rubber tired vehicle with a wheelbase of at least 8 feet and it shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in true arcs. It shall be capable of applying traffic paint at the rate specified above and it shall be equipped with the following:

A pointer or sighting device not less than 5' long and extending from the front thereof, a pointer or sighting device extending from the side of the machine to gauge the distance from centerline for shoulder stripes; accurate gauges or dials to indicate the rates at which the paint and spheres are being applied; a positive acting cutoff device to prevent deposition of paint in gaps of dashed stripes; shields or an adjustable air curtain for line control; pressure regulators and gauges (if pneumatically operated) in full view of the operator at all times; a paint strainer in the paint supply line; a paint storage tank with mechanical agitator operating continuously; and an attached glass sphere dispenser located approximately 18" behind, and controlled simultaneously with the paint applicator nozzle.

The glass sphere dispenser shall be equipped with a gauge showing the rate of application of the glass spheres and it shall uniformly distribute the glass upon the traffic paint. Spheres shall be imbedded in the coat of traffic paint to a depth of at least one half of their diameters.

Spray equipment shall be of a proper and adequate type for the work and shall include oil and water extractors, pressure regulators, and adequate air volume and compressor recovery capacity. Spray gun tip needle assemblies and orifices shall be of the proper size.

Where the stripe is of such a nature, either due to configuration or location, as to render the striping machine unsuitable for use, traffic paint and glass spheres may be applied by other approved methods and equipment. The Engineer will determine if the striping machine is unsuitable for a particular use.

The work shall comply with the applicable provisions of the following specifications:

STATE OF CALIFORNIA SPECIFICATION 8010 21C 30, TRAFFIC LINE PAINT, YELLOW This specification is intended to cover ready mixed traffic line paint to be applied to either asphaltic or Portland Cement concrete pavements.

STATE OF CALIFORNIA SPECIFICATION 8010 21 C 30, TRAFFIC LINE PAINT, WHITE This specification is intended to cover ready mixed traffic line paint to be applied to either asphaltic or Portland Cement concrete pavements.

STATE OF CALIFORNIA SPECIFICATION 8010 21C 30, TRAFFIC LINE PAINT, BLACK This specification is intended to cover ready mixed black traffic line paint to be applied to either asphaltic or Portland Cement concrete pavements. It may be applied either cold or hot and with either air atomizing or airless equipment.

STATE OF CALIFORNIA SPECIFICATION 8010 21C 22, GLASS SPHERES (BEADS) This specification covers glass spheres for use in providing nighttime retro reflectance for painted traffic lines and other markings for highway delineation. Type 11 glass spheres shall be used.

THERMOPLASTIC PAVEMENT STRIPES AND MARKINGS

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH 02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM D6359. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 $\text{mcd m}^{-2} \text{lx}^{-1}$. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 $\text{mcd m}^{-2} \text{lx}^{-1}$.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (Inch)	Minimum Application Rate (lb/ft)
0.098	0.34

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

PAVEMENT MARKERS

Cat tracking is required before permanent markers are placed as specified elsewhere in these Special Provisions.

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

The CONTRACTOR shall furnish the ENGINEER certificates of compliance for the pavement markers in conformance with the provisions in Section 6 1.07, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

Non-reflective pavement markers (types A and AY) shall be ceramic only, no plastic markers will be approved. Markers shall be cemented to the pavement as provided in Section 85-1.055, "Adhesives" of the Standard Specifications.

Permanent pavement markers shall be placed not less than 14 days after new surfacing has been opened to public traffic. Placement of pavement markers shall match the existing conditions in type and location as shown on the approved sketches provided by the Contractor or as directed by the Engineer.

Pavement markers shall not be placed on painted surfaces.

The cost of furnishing and applying Rapid Set Type adhesive shall not be paid for as extra work, but shall be considered included in the contract prices paid for pavement markers.

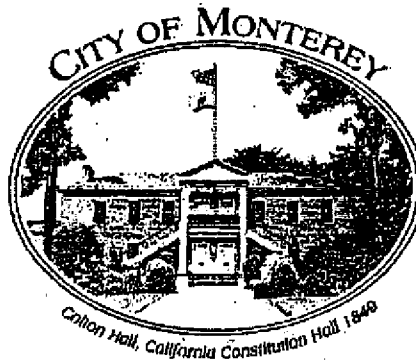
Blue retroreflective pavement markers shall reference all fire hydrants by placing one "blue" raised pavement marker 1 foot off centerline towards the fire hydrant.

RECORD DRAWINGS

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the "As-Built" condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the As-Built drawings.

The As-Built Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.

APPENDIX A: BID PROPOSAL FORMS



**CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS**

BID PROPOSAL COVER SHEET

FOR

DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS

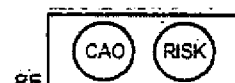
- A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements**
- B: 35n1622 – Virgin Ave. Sidewalk Improvements**
- C: 34n0615 – Montecito/Ramona Crosswalks and Ramps**
- D: 30n0813 – Third Street / Aguajito Curb Bulbouts and Crosswalk**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>	
1. Bid Proposal Cover Sheet (this sheet)	_____	
2. Proposal and Bid Schedule	_____	
3. Specified or Approved Equal product Submittals	_____	<i>[when required]</i>
4. Declaration of Bidder	_____	
5. Noncollusion Declaration	_____	
6. Debarment and Suspension Certification	_____	
7. Local Hiring Requirement	_____	<i>[when required, see Part II]</i>
8. Certification of Good-Faith Effort (Prime)	_____	<i>[when required, see Part II]</i>
9. Bid Bond	_____	<i>[when required, see Part I]</i>

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: _____
Company Name
Signature



DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS**A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements****B: 35n1622 – Virgin Ave. Sidewalk Improvements****C: 34n0615 – Montecito/Ramona Crosswalks and Ramps****D: 30n0813 – Third Street / Aquajito Curb Bulbouts and Crosswalk****CITY OF MONTEREY****PART II: PROPOSAL**

To the Honorable City Council
 City of Monterey
 City Hall
 Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Sawcut AC Pavement (F)	914	LF		
5	Sawcut Concrete Curb and Gutter (F)	23	EA		
6	Sawcut Concrete Cross-Gutter (F)	13	LF		
7	Sawcut Concrete Sidewalk or Driveway (F)	158	LF		
8	Remove AC Pavement (F)	9,575	CF		
9	Remove Concrete Curb and Gutter (F)	764	LF		
10	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)	3,140	SF		
11	Remove Concrete Cross-Gutter (F)	822	SF		
12	Remove 9" Pine	1	LS		
13	Root Grinding	1	LS		
14	Relocate Fence	25	LF		
15	Remove Catch Basin	3	EA		
16	Adjust Manhole Cover to Grade	1	EA		
17	Adjust Valve Cover to Grade	5	EA		

18	Adjust Monument Cover to Grade	2	EA		
19	Construct 12" Storm Drain	40	LF		
20	Construct Storm Drain Inlet (City Type 103 BR)	3	EA		
21	Construct Storm Drain Inlet (24"x24" Side Opening)	1	EA		
22	Cobble Lined Swale	55	SF		
23	Bioretention Planter (Not Underdrained)	460	SF		
24	Earthwork	1	LS		
25	Class 2 Aggregate Base	249	CY		
26	Hot Mix Asphalt (Type A)	197	TON		
27	Construct Concrete Curb and Gutter	551	LF		
28	Construct Concrete Vertical Curb Type A1-6	100	LF		
29	Construct Concrete Cross-Gutter	730	SF		
30	Construct 18"-Wide Concrete Band	667	LF		
31	Construct Conc. Paver Vehicular Pavement Type "A"	1,851	LF		
32	Construct Conc. Paver Vehicular Pavement Type "B"	1,730	LF		
33	Construct 6"-Thick Concrete Accessible Parking	402	SF		
34	Construct 6"-Thick Concrete Commercial Driveway	243	SF		
35	Construct 5.5"-Thick Concrete Residential Driveway	1,408	SF		
36	Construct D.G. Sidewalk	98	SF		
37	Construct HMA Sidewalk	134	SF		
38	Construct Concrete Sidewalk	3,838	SF		
39	Construct Concrete Curb Ramp	1,630	SF		
40	Remove Roadside Sign	12	EA		
41	Furnish and Install Roadside Sign	13	EA		
42	Remove Pavement Delineation and Markers	1	LS		
43	Detail 22 Traffic Stripe (Thermoplastic)	143	LF		
44	Apply Pavement Markings (2-coat paint)	839	SF		
45	Pavement Marker, Type BB	4	EA		
46	Record Drawings	1	LS		

TOTAL BASE BID (ITEMS 1 THROUGH 46) (Written in Words): _____	(Figures)
_____	\$

ADDITIVE ALTERNATE #1 Project C: 34n0615 MONTECITO / RAMONA

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
AA1	Sawcut Concrete Curb and Gutter (F)	2	EA		
AA2	Sawcut Concrete Sidewalk or Driveway (F)	10	LF		
AA3	Remove Concrete Curb and Gutter (F)	10	LF		
AA4	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)	181	SF		
AA5	Remove Concrete Cross-Gutter (F)	166	SF		
AA6	Class 2 Aggregate Base	1	CY		
AA7	Construct Concrete Cross-Gutter	72	SF		
AA8	Construct Concrete Sidewalk	126	SF		
AA9	Construct Concrete Curb Ramp	74	SF		
TOTAL ADDITIVE ALTERNATE #1 BID (ITEMS AA1 THROUGH AA9) (Written in Words): _____					(Figures)
_____					\$
GRAND TOTAL (Base Bid + Add #1) (Written in Words): _____					(Figures)
_____					\$

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Base Bid + Additive Alternate 1).

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN _____ COUNTY, CALIFORNIA, ON _____, 201__.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA

DATE RECEIVED

1. _____

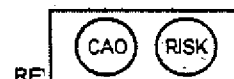
2. _____

3. _____

4. _____

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Date Completed	Dollar Amount	Agency Name	Type Of Job	Project Location
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



Appendix A, Page 6

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater.

1	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
2	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
3	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
4	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
5	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
6	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
7	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

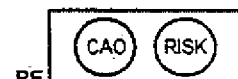
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Prime Contractor - To be Submitted with Bid)**

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature

Printed Name and Title

Date

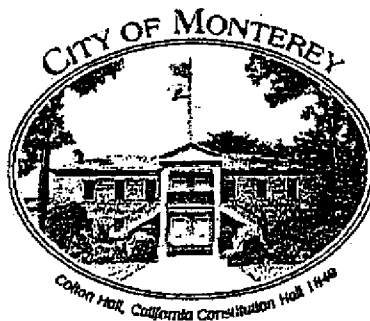
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Signature

Printed Name and Title

Date



DEPARTMENT OF PLANS & PUBLIC WORKS

November 13, 2015

To: All Planholders

Subject: **Del Monte Grove And Oak Grove Street Improvement
Addendum 1**

1. Plan Sheet C3.2, Construction Layout and Striping Plan, Construction Notes:

Note 7: Remove "Additive Alternative No. 1;" Replace "Detail B Sheet 2;" with "Detail 12 Sheet C0.4."

Note 8: Remove "Additive Alternative No. 1;" Replace "Details A and B Sheet 2;" with "Detail 12 Sheet C0.4."

Note 12: Replace "Install AC Pavement per Detail D Sheet 2;" with "Install HMA Pavement to match existing section, or 3" HMA/6" AB, whichever is greater."

Note 18: Replace "Install concrete street per Detail E Sheet 2;" with "Install HMA pavement to match existing section, or 3" HMA/6" AB, whichever is greater."

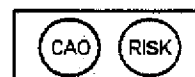
2. Specifications, Appendix A. Bid Schedule section was revised to match quantities in Part II, Bid Schedule. Utilize this Appendix A, revised per Addendum 1, for submission of your bid packet.

Please acknowledge receipt of this Addendum 1 on Part II, Page 12 of the Specifications.

Sealed proposals will be received in the Office of the City Clerk, 580 Pacific St., Room 6, Monterey, CA 93940 until 2:00 pm on November 24, 2015.

If you have any questions, please contact engineering-admin@monterey.org.

Sincerely,

Jeff Krebs, PE
Principal EngineerCC: Deputy City Manager, Plans and Public Works
Finance Director
City Engineer

APPENDIX A: BID PROPOSAL FORMS



**CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS**

BID PROPOSAL COVER SHEET

FOR

DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS

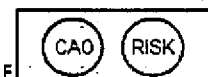
- A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements**
- B: 35n1622 – Virgin Ave. Sidewalk Improvements**
- C: 34n0615 – Montecito/Ramona Crosswalks and Ramps**
- D: 30n0813 – Third Street / Aguajito Curb Bulbouts and Crosswalk**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Specified or Approved Equal product Submittals	_____
4. Declaration of Bidder	_____
5. Noncollusion Declaration	_____
6. Debarment and Suspension Certification	_____
7. Local Hiring Requirement	_____
8. Certification of Good-Faith Effort (Prime)	_____
9. Bid Bond	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: _____
Company Name
Signature



DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS**A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements****B: 35n1622 – Virgin Ave. Sidewalk Improvements****C: 34n0615 – Montecito/Ramona Crosswalks and Ramps****D: 30n0813 – Third Street / Aquajito Curb Bulbouts and Crosswalk****CITY OF MONTEREY****PART II: PROPOSAL**

To the Honorable City Council
 City of Monterey
 City Hall
 Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	Sawcut AC Pavement (F)	985	LF		
5	Sawcut Concrete Curb and Gutter (F)	23	EA		
6	Sawcut Concrete Cross-Gutter (F)	13	LF		
7	Sawcut Concrete Sidewalk or Driveway (F)	160	LF		
8	Remove AC Pavement (F)	10,225	CF		
9	Remove Concrete Curb and Gutter (F)	764	LF		
10	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)	3,139	SF		
11	Remove Concrete Cross-Gutter (F)	822	SF		
12	Remove 9" Pine	1	LS		
13	Root Grinding	1	LS		
14	Relocate Fence	25	LF		
15	Remove Catch Basin	3	EA		
16	Adjust Manhole Cover to Grade	1	EA		
17	Adjust Valve Cover to Grade	5	EA		

18	Adjust Monument Cover to Grade	2	EA		
19	Construct 12" Storm Drain	40	LF		
20	Construct Storm Drain Inlet (City Type 103 BR)	3	EA		
21	Construct Storm Drain Inlet (24"x24" Side Opening)	1	EA		
22	Cobble Lined Swale	55	SF		
23	Bioretention Planter (Not Underdrained)	463	SF		
24	Earthwork	1	LS		
25	Class 2 Aggregate Base	245	CY		
26	Hot Mix Asphalt (Type A)	196	TON		
27	Construct Concrete Curb and Gutter	588	LF		
28	Construct Concrete Vertical Curb Type A1-6	150	LF		
29	Construct Concrete Cross-Gutter	730	SF		
30	Construct 18"-Wide Concrete Band	667	LF		
31	Construct Conc. Paver Vehicular Pavement Type "A"	1,851	LF		
32	Construct Conc. Paver Vehicular Pavement Type "B"	1,730	LF		
33	Construct 6"-Thick Concrete Accessible Parking	402	SF		
34	Construct 6"-Thick Concrete Commercial Driveway	243	SF		
35	Construct 5.5"-Thick Concrete Residential Driveway	762	SF		
36	Construct D.G. Sidewalk	98	SF		
37	Construct HMA Sidewalk	134	SF		
38	Construct Concrete Sidewalk	3,602	SF		
39	Construct Concrete Curb Ramp	1,630	SF		
40	Remove Roadside Sign	12	EA		
41	Furnish and Install Roadside Sign	13	EA		
42	Remove Pavement Delineation and Markers	1	LS		
43	Detail 22 Traffic Stripe (Thermoplastic)	243	LF		
44	Apply Pavement Markings (2-coat paint)	839	SF		
45	Pavement Marker, Type BB	4	EA		
46	Record Drawings	1	LS		

TOTAL BASE BID (ITEMS 1 THROUGH 46) (Written in Words): _____	(Figures)
_____	\$

ADDITIVE ALTERNATE #1 Project C: 34n0615 MONTECITO / RAMONA

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
AA1	Sawcut Concrete Curb and Gutter (F)	2	EA		
AA2	Sawcut Concrete Sidewalk or Driveway (F)	10	LF		
AA3	Remove Concrete Curb and Gutter (F)	10	LF		
AA4	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)	181	SF		
AA5	Remove Concrete Cross-Gutter (F)	166	SF		
AA6	Class 2 Aggregate Base	1	CY		
AA7	Construct Concrete Cross-Gutter	72	SF		
AA8	Construct Concrete Sidewalk	126	SF		
AA9	Construct Concrete Curb Ramp	74	SF		
TOTAL ADDITIVE ALTERNATE #1 BID (ITEMS AA1 THROUGH AA9) (Written in Words): _____					(Figures)
_____					\$
GRAND TOTAL (Base Bid + Add #1) (Written in Words): _____					(Figures)
_____					\$

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Base Bid + Additive Alternate 1).



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN _____ COUNTY, CALIFORNIA, ON _____, 201____.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA	DATE RECEIVED
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Date Completed	Dollar Amount	Agency Name	Type Of Job	Project Location
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



Appendix A, Page 6

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

1	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
2	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
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	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
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	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	



NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

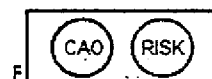
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

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

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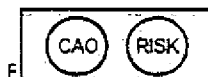
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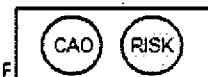
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Signature

Printed Name and Title

Date



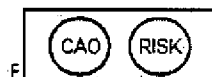
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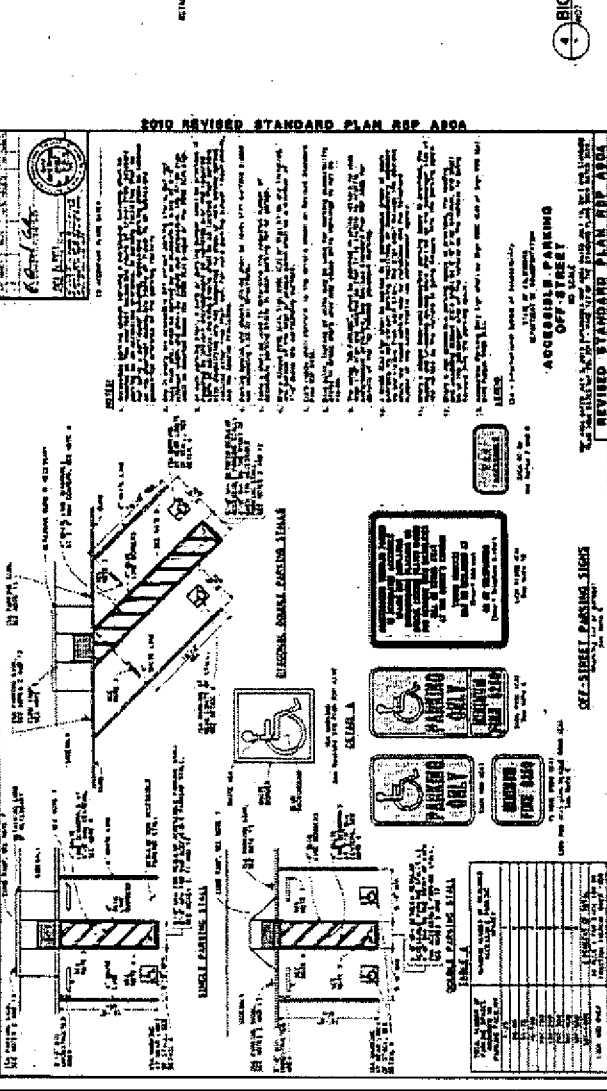
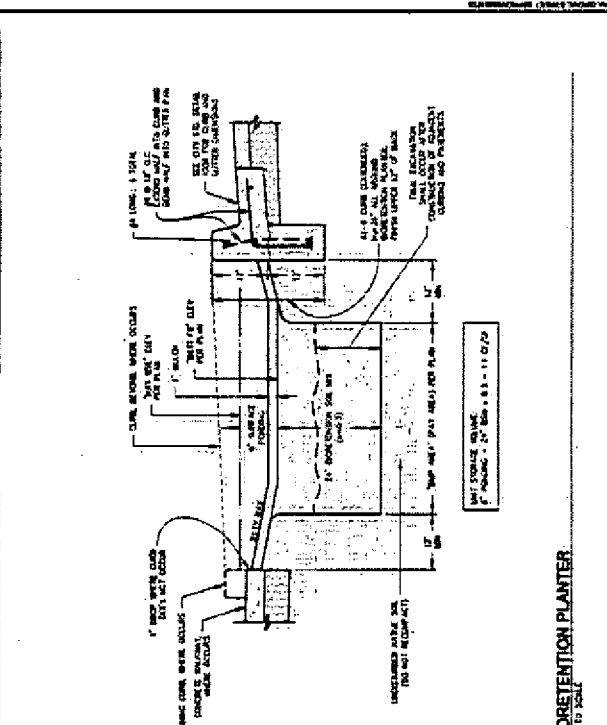
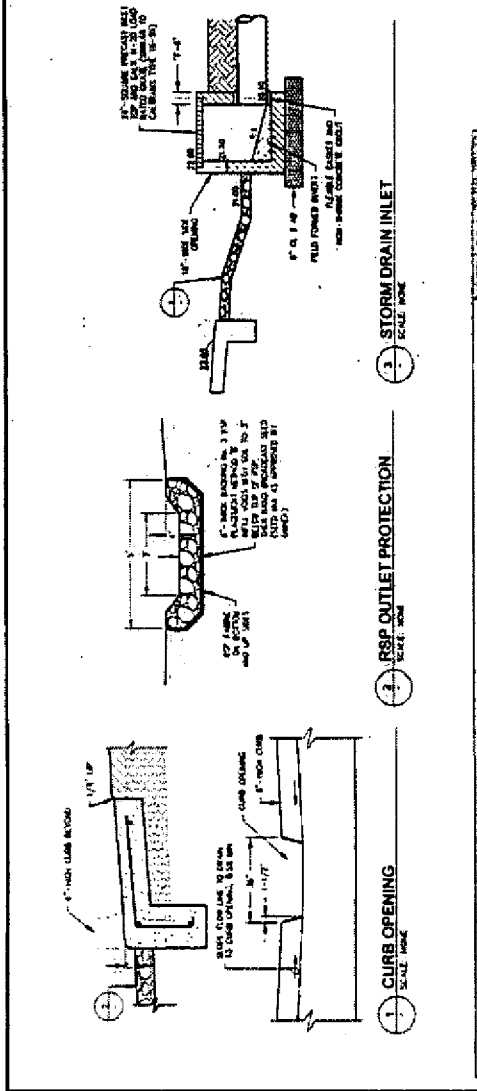
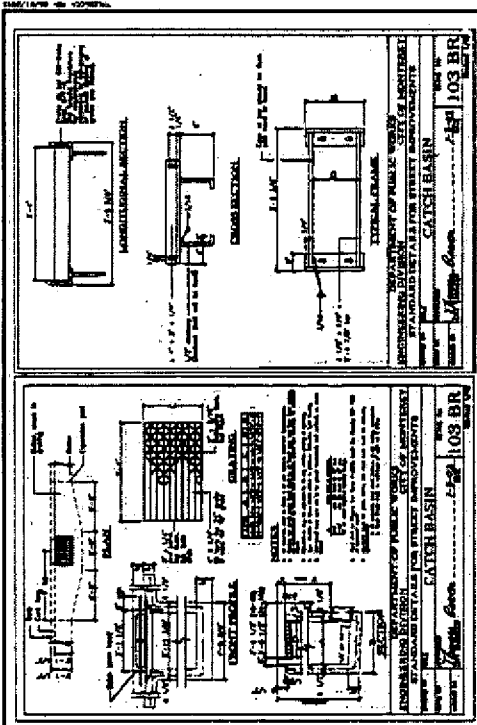
Printed Name and Title

Date

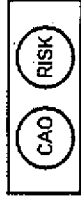


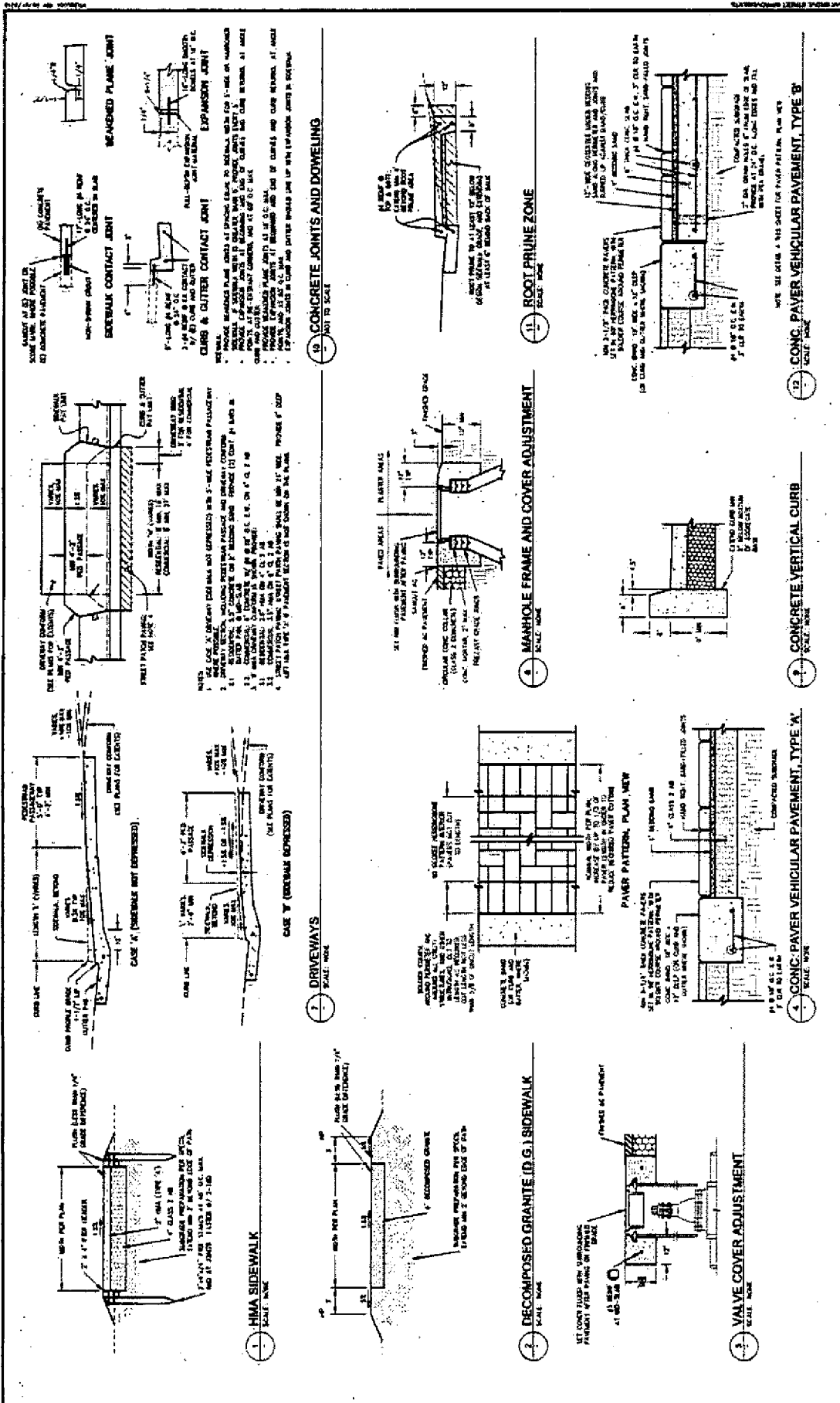
<p>Sign Post in Earth</p> <p>Sign Post in Slabwidth</p>	<p>STANDARD DETAILS FOR STREET LIGHTS</p> <p>SECTION 11-R</p> <p>105 AR</p>	<p>Sign Post in Earth</p> <p>Sign Post in Slabwidth</p>	<p>STANDARD PLANS</p> <p>DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS</p> <p>1000 DEL MONTE GROVE, MONTEREY, CA 93940</p> <p>TEL: 831.646.3811</p>
<p>STANDARD DETAILS FOR STREET LIGHTS</p> <p>SECTION 11-R</p>	<p>STANDARD DETAILS FOR STREET LIGHTS</p> <p>SECTION 11-R</p>	<p>STANDARD DETAILS FOR STREET LIGHTS</p> <p>SECTION 11-R</p>	<p>STANDARD PLANS</p> <p>DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS</p> <p>1000 DEL MONTE GROVE, MONTEREY, CA 93940</p> <p>TEL: 831.646.3811</p>
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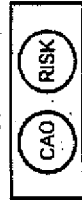


CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 550 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831-438-3821 WEBSITE: WWW.MONTEREY.ORG		WHITSON ENGINEERS 1409 Blue Lagoon Lane, Suite 105 - Monterey, CA 93940 TEL: 831-644-5222 FAX: 831-271-6948 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT		DATE: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: _____
STANDARD PLANS AND CONSTRUCTION DETAILS DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS A. SHAWLITZ, B. LINDHEAD, C. JAMES III, D. JAMES III		SHEET NO. C0.3 TOTAL SHEETS: 10		





	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 540 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831-649-5621, WEBSITE: WWW.MONTEREY.ORG		WHITSON ENGINEERS 2000 Glen Larkspur Lane • Suite 100 Monterey, CA 93940 TEL: 831-332-3333 • FAX: 831-372-3333 Civil Engineer • Land Surveyor • Project Management	DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS A SH-117, E. SH-162, C. SH-115, (P. 20017) CONSTRUCTION DETAILS	SHEET NO. C0.4 DATE: 08/11/11 DRAWN BY: [] CHECKED BY: [] DESIGNED BY: [] PROJECT NO. []
	SCALE: NONE			DATE: 08/11/11	



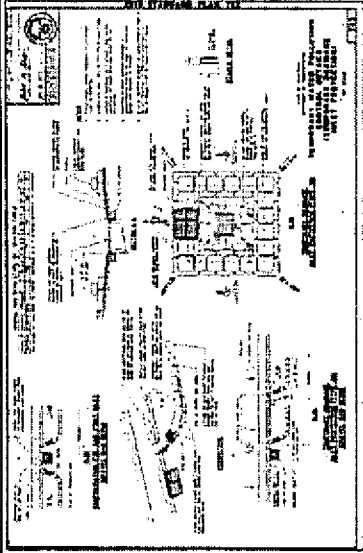


WATER POLLUTION CONTROL PLAN
SCALE 1" = 300'

AREA DISTURBED

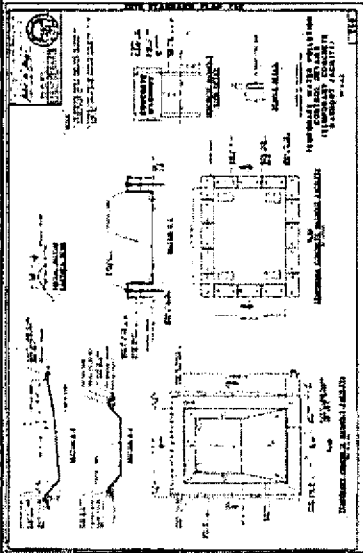
NO.	DESCRIPTION	AREA (SQ. FT.)
1	UNDISTURBED	1,500,000
2	GRAVEL	2,000,000
3	ROAD	1,000,000
4	PERFORMANCE REQUIREMENTS	1,000,000
5	TOTAL	5,500,000
PERFORMANCE REQUIREMENTS		
1	UNDISTURBED	1,500,000
2	PERFORMANCE REQUIREMENTS	4,000,000
3	TOTAL	5,500,000

1. DISTURBED AREA SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION, LIFE AND SOIL.
 2. LIFE AND SOIL SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
 3. LIFE AND SOIL SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
 4. DISTURBED AREA SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.



STORMWATER BIRPS FOR STAGING AREA NOTE

1. STORMWATER BIRPS SHALL BE INSTALLED TO PROTECT STAGING AREA FROM EROSION AND SEDIMENTATION.
2. BIRPS SHALL BE INSTALLED AT ALL ACCESS POINTS TO STAGING AREA.
3. BIRPS SHALL BE INSTALLED AT ALL EXITS FROM STAGING AREA.
4. BIRPS SHALL BE INSTALLED AT ALL ENTRANCES TO STAGING AREA.
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19. BIRPS SHALL BE INSTALLED AT ALL EXITS FROM STAGING AREA.
20. BIRPS SHALL BE INSTALLED AT ALL ENTRANCES TO STAGING AREA.



TEMPORARY CONCRETE WASHOUT FACILITY

1. CONCRETE WASHOUT FACILITY SHALL BE INSTALLED TO PROTECT STAGING AREA FROM EROSION AND SEDIMENTATION.
2. WASHOUT FACILITY SHALL BE INSTALLED AT ALL ACCESS POINTS TO STAGING AREA.
3. WASHOUT FACILITY SHALL BE INSTALLED AT ALL EXITS FROM STAGING AREA.
4. WASHOUT FACILITY SHALL BE INSTALLED AT ALL ENTRANCES TO STAGING AREA.
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41. WASHOUT FACILITY SHALL BE INSTALLED AT ALL ACCESS POINTS TO STAGING AREA.
42. WASHOUT FACILITY SHALL BE INSTALLED AT ALL EXITS FROM STAGING AREA.
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59. WASHOUT FACILITY SHALL BE INSTALLED AT ALL ENTRANCES TO STAGING AREA.
60. WASHOUT FACILITY SHALL BE INSTALLED AT ALL EXITS FROM STAGING AREA.

WATER POLLUTION CONTROL PLAN

NO.	DESCRIPTION	AREA (SQ. FT.)
1	UNDISTURBED	1,500,000
2	GRAVEL	2,000,000
3	ROAD	1,000,000
4	PERFORMANCE REQUIREMENTS	1,000,000
5	TOTAL	5,500,000

TEMPORARY DRAINAGE INLET PROTECTION

NO.	DESCRIPTION	AREA (SQ. FT.)
1	UNDISTURBED	1,500,000
2	GRAVEL	2,000,000
3	ROAD	1,000,000
4	PERFORMANCE REQUIREMENTS	1,000,000
5	TOTAL	5,500,000

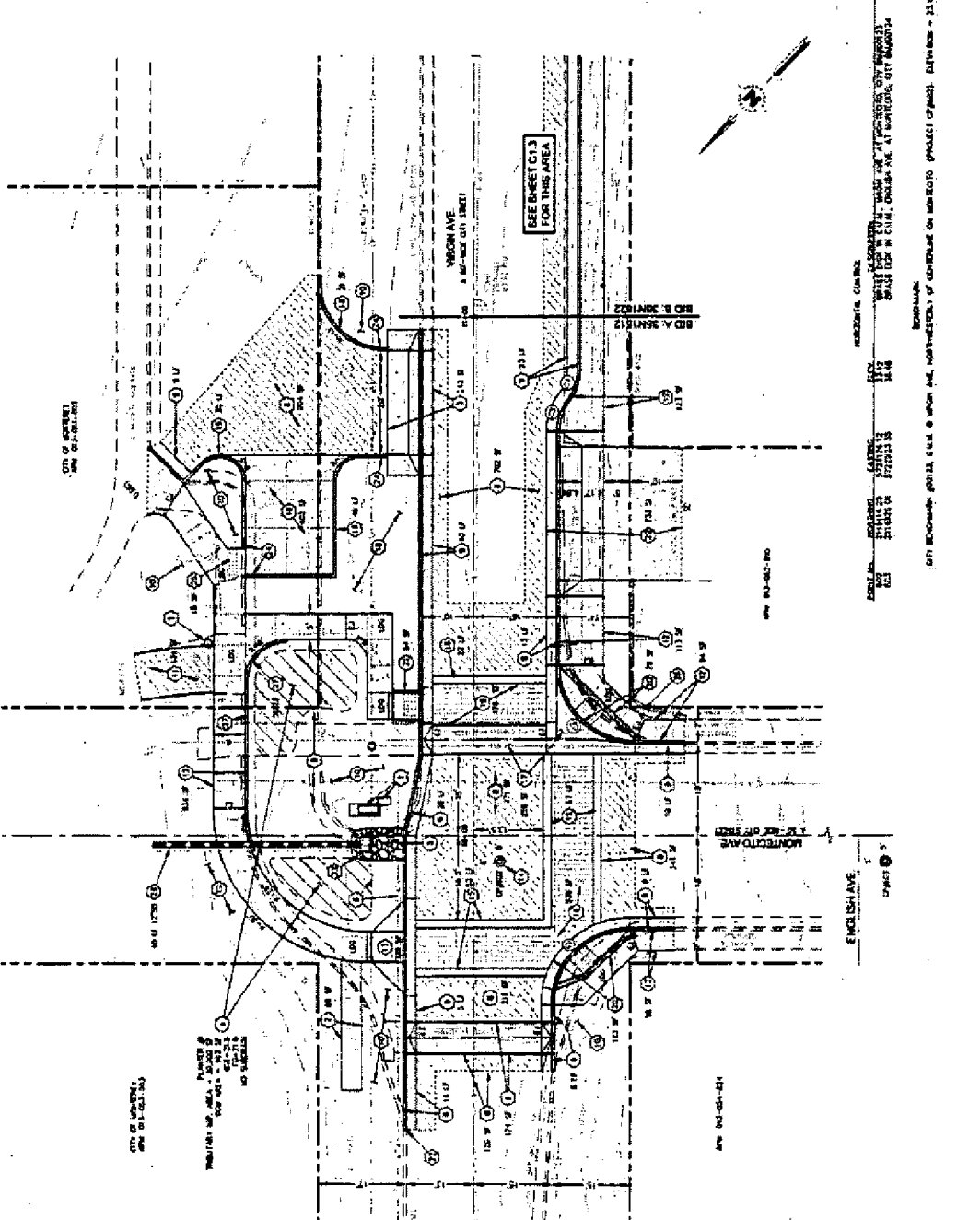
CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS
 590 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831.846.3821 WEBSITE: WWW.MONTEREY.ORG

DEL MONTE GROVE AND OAK GROVE
 STREET IMPROVEMENTS
 A. STREET & PARKWAY (C. STREET) D. STREET, E. STREET
 WATER POLLUTION CONTROL PLAN

NO. 5
 SHEET NO. 11
 CO 5
 SHEET 19

CAO RISK

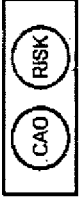
- CONSTRUCTION KEYNOTES:**
- PROJECT ANTI-CRACK MEASURES, INCLUDING PROTECTIVE AND CONTROL JOINTS, SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:
 - CONSTRUCT CONCRETE SLAB ON GROUND PER DETAIL 1 ON SHEET C01.
 - CONSTRUCT CONCRETE CURB PER DETAIL 2 ON SHEET C01.
 - CONSTRUCT CONCRETE SIDEWALK PER DETAIL 3 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 4 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 5 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 6 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 7 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 8 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 9 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 10 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 11 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 12 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 13 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 14 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 15 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 16 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 17 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 18 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 19 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 20 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 21 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 22 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 23 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 24 ON SHEET C01.
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 - CONSTRUCT CONCRETE DRIVE PER DETAIL 26 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 27 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 28 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 29 ON SHEET C01.
 - CONSTRUCT CONCRETE DRIVE PER DETAIL 30 ON SHEET C01.

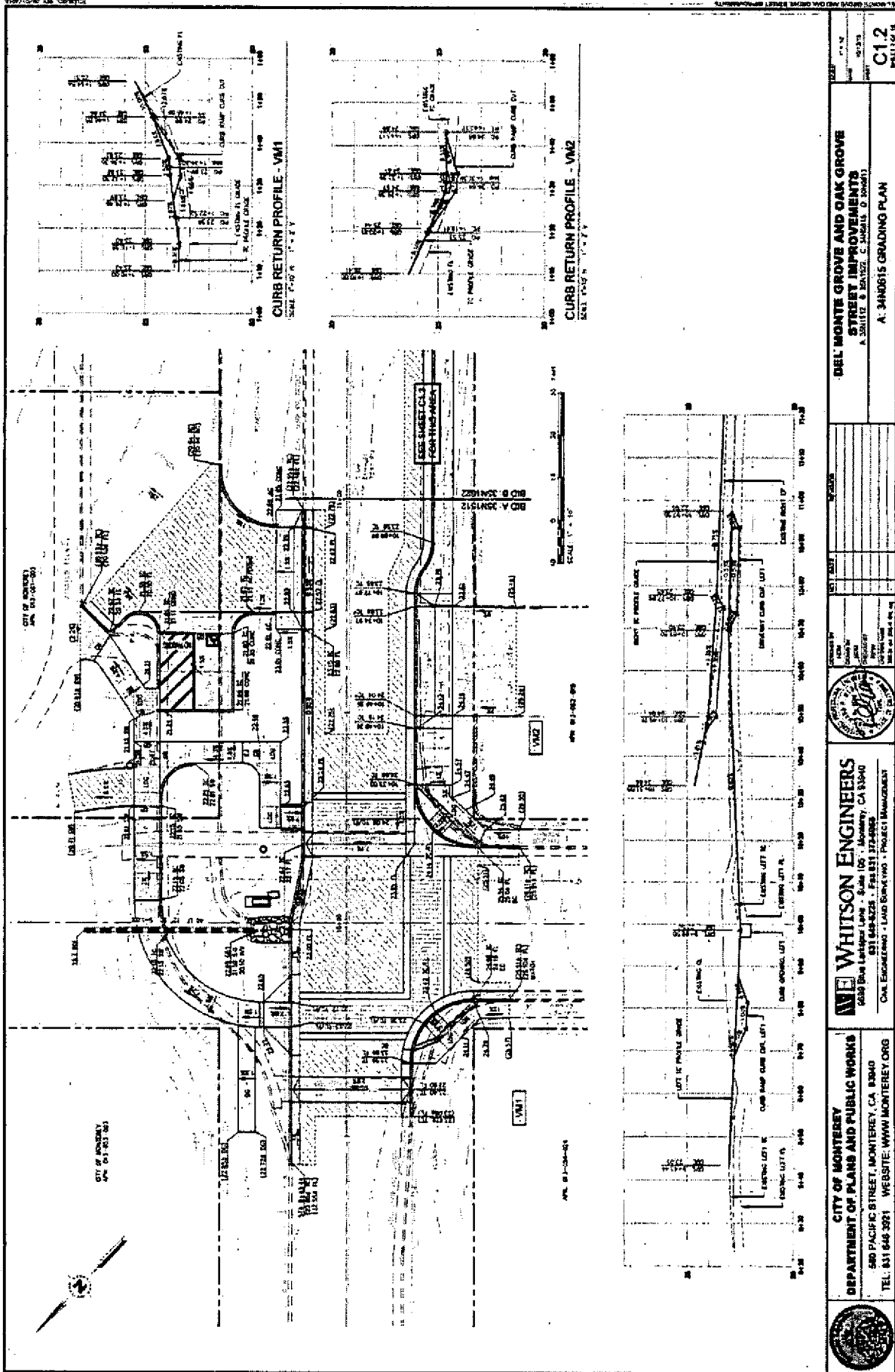


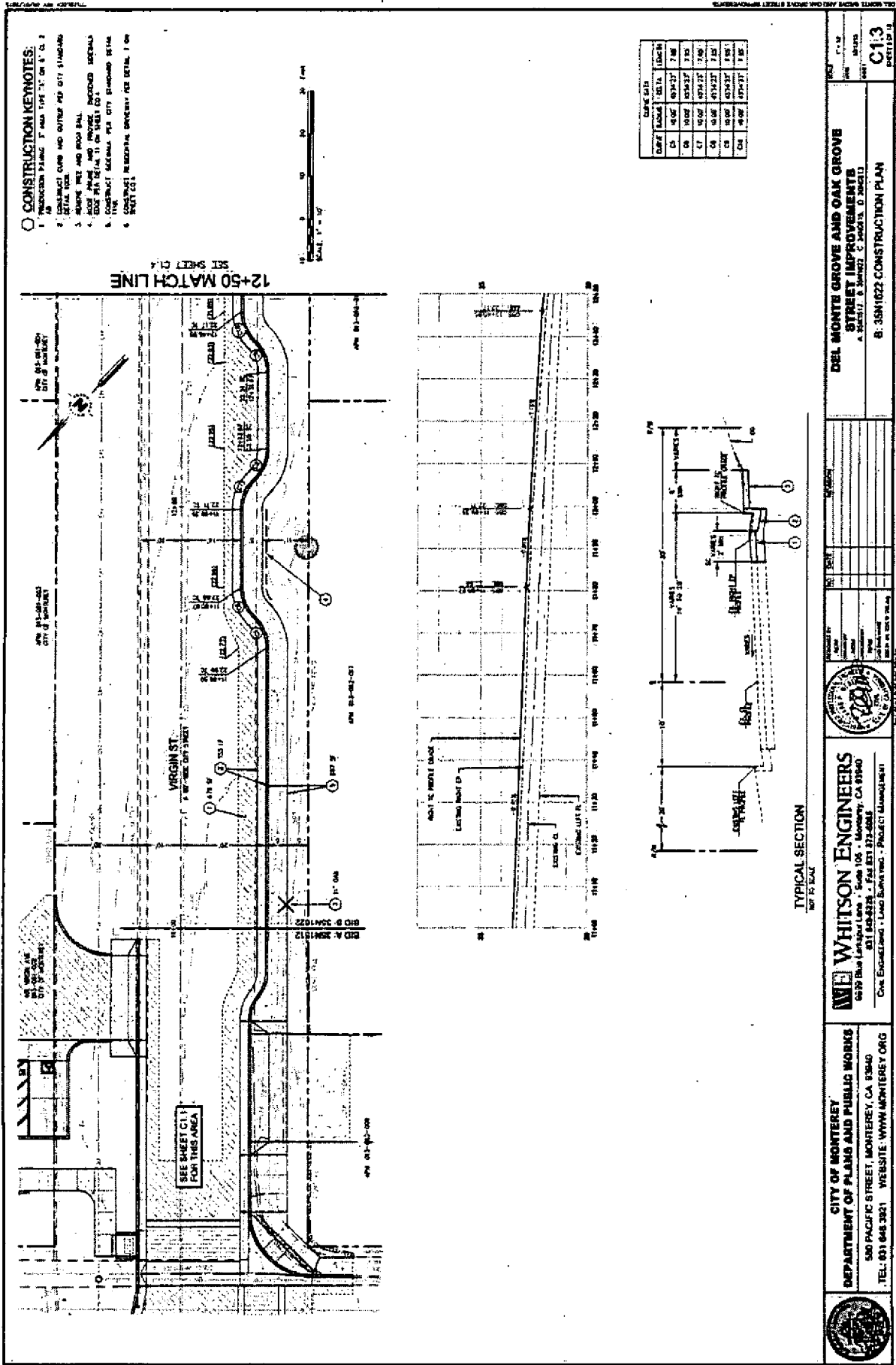
DATE	BY	REVISION
01/15/14	J. WILSON	ISSUE FOR PERMITS
01/15/14	J. WILSON	ISSUE FOR PERMITS
01/15/14	J. WILSON	ISSUE FOR PERMITS
01/15/14	J. WILSON	ISSUE FOR PERMITS
01/15/14	J. WILSON	ISSUE FOR PERMITS

SCALE: 1" = 10'

<p>CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 580 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831 646 5921 WEBSITE: WWW.MONTEREY.ORG</p>	<p>WHITSON ENGINEERS 1000 Blue Lagoon Lane • Suite 105 • Monterey, CA 93940 TEL: 831-646-5228 • FAX: 831-372-8859 ONE ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT</p>	<p>DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS A. 34IN/615 CONSTRUCTION PLAN</p>
		<p>DATE: 01/15/14 BY: J. WILSON PROJECT NO: 14-001-01</p>







- CONSTRUCTION KEYNOTES:**
1. INDICATION PLACING "T" AND TYPE "T" ON S. G. 2
 2. PROVIDE CURB AND GUTTER PER CITY STANDARD DETAIL FOR
 3. REMOVE TREE AND ROOT BALL
 4. ADD FURNISH AND PROVIDE ENCLOSED DETAILS
 5. CONSTRUCT SIDEWALK PER CITY STANDARD DETAIL
 6. CONSTRUCT SIDEWALK BARRIER PER DETAIL FOR SHEET C13

12+50 MATCH LINE
SEE SHEET C14

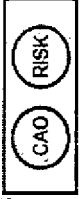


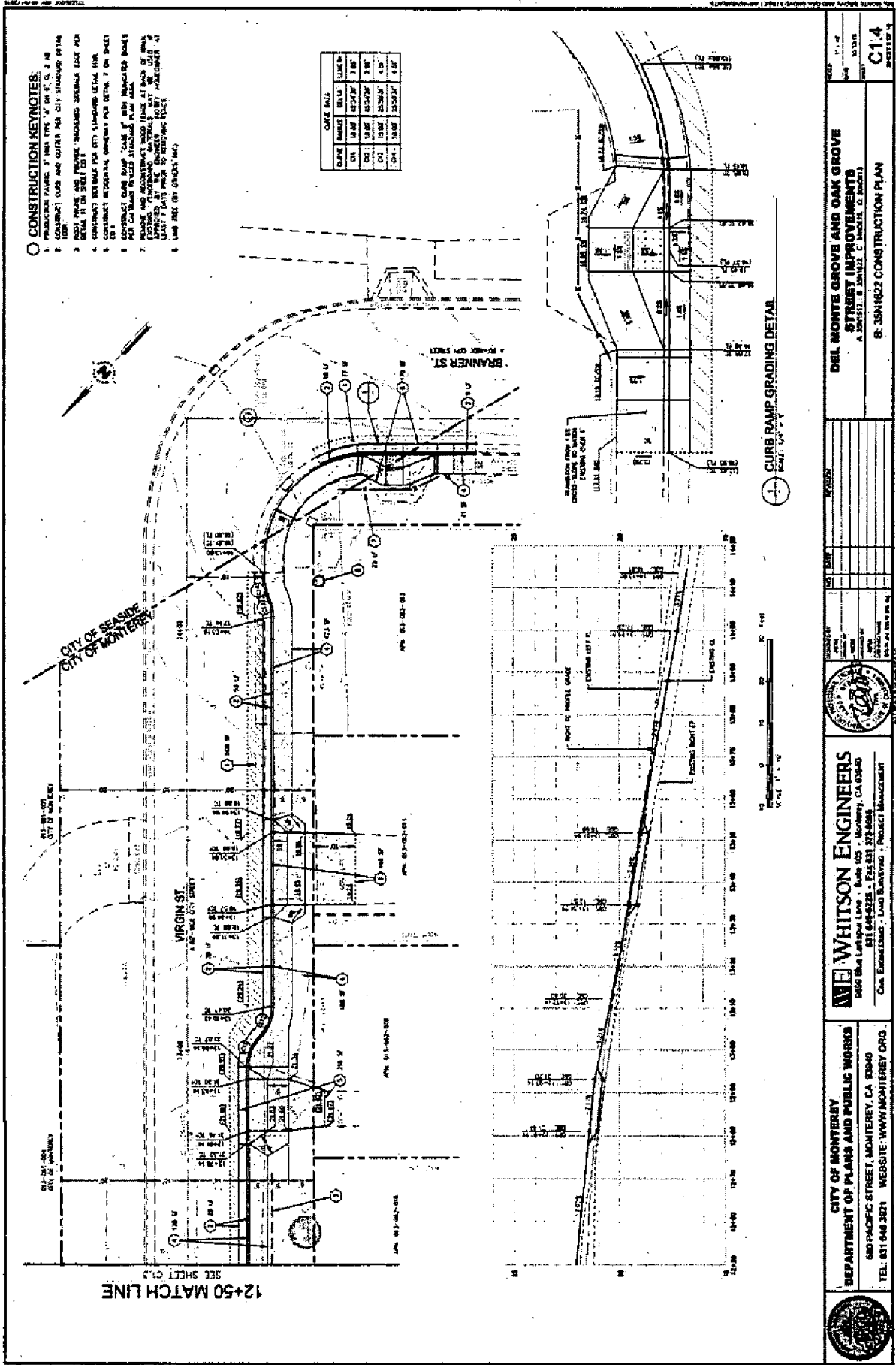
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
500 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.646.3821 WEBSITE: WWW.MONTEREY.ORG



WE WHITSON ENGINEERS
6979 Blue Lagoon Lane, Suite 106, Monterey, CA 93940
Civil, Environmental, Land Development, Planning, Management

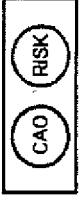
DEL MONTE GROVE AND OAK GROVE
STREET IMPROVEMENTS
PROJECT 118
SHEET C13
B: 35N1022 CONSTRUCTION PLAN

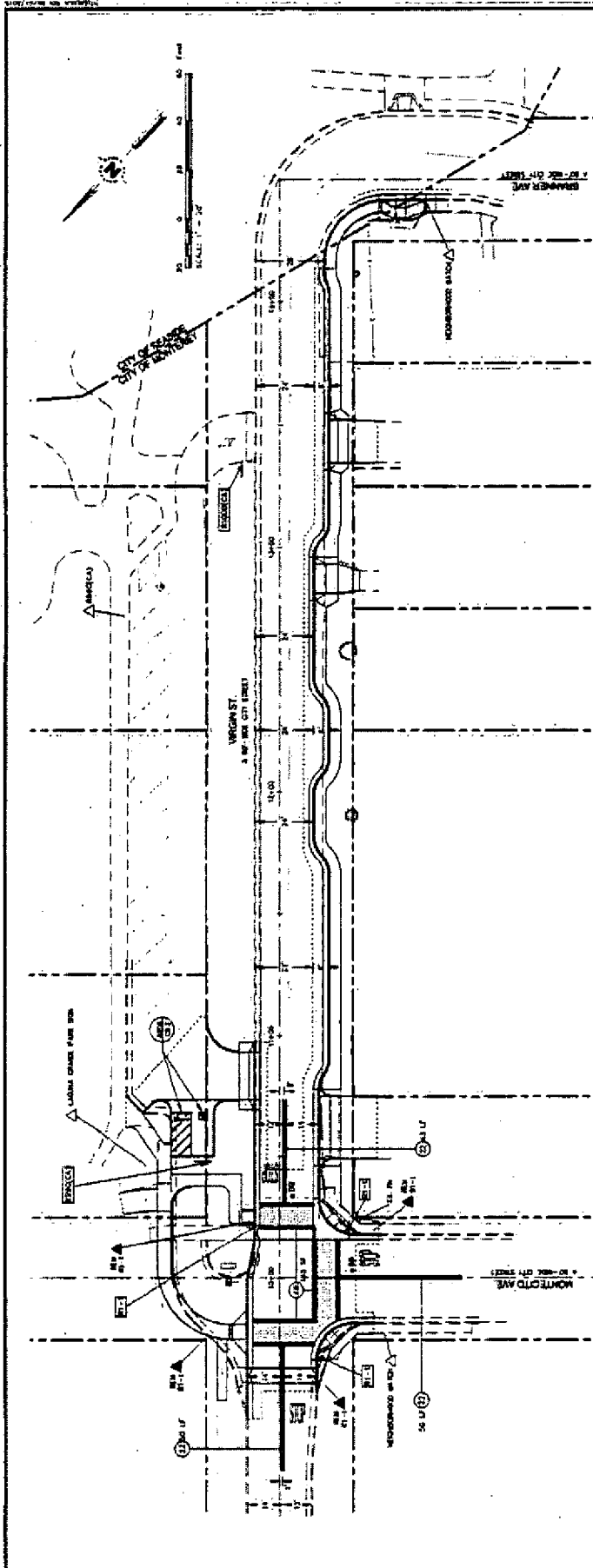




WHITSON ENGINEERS
6000 Blue Lagoon Lane, Suite 205
San Jose, California 95120
Tel: 408.261.1234
Fax: 408.261.1235
www.whitson.com

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
600 PACIFIC STREET, MONTEREY, CA 93940
TEL: 831.948.3021 WEBSITE: WWW.MONTEREY.ORG





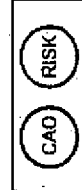
SIGNAGE AND STRIPING PLAN LEGEND

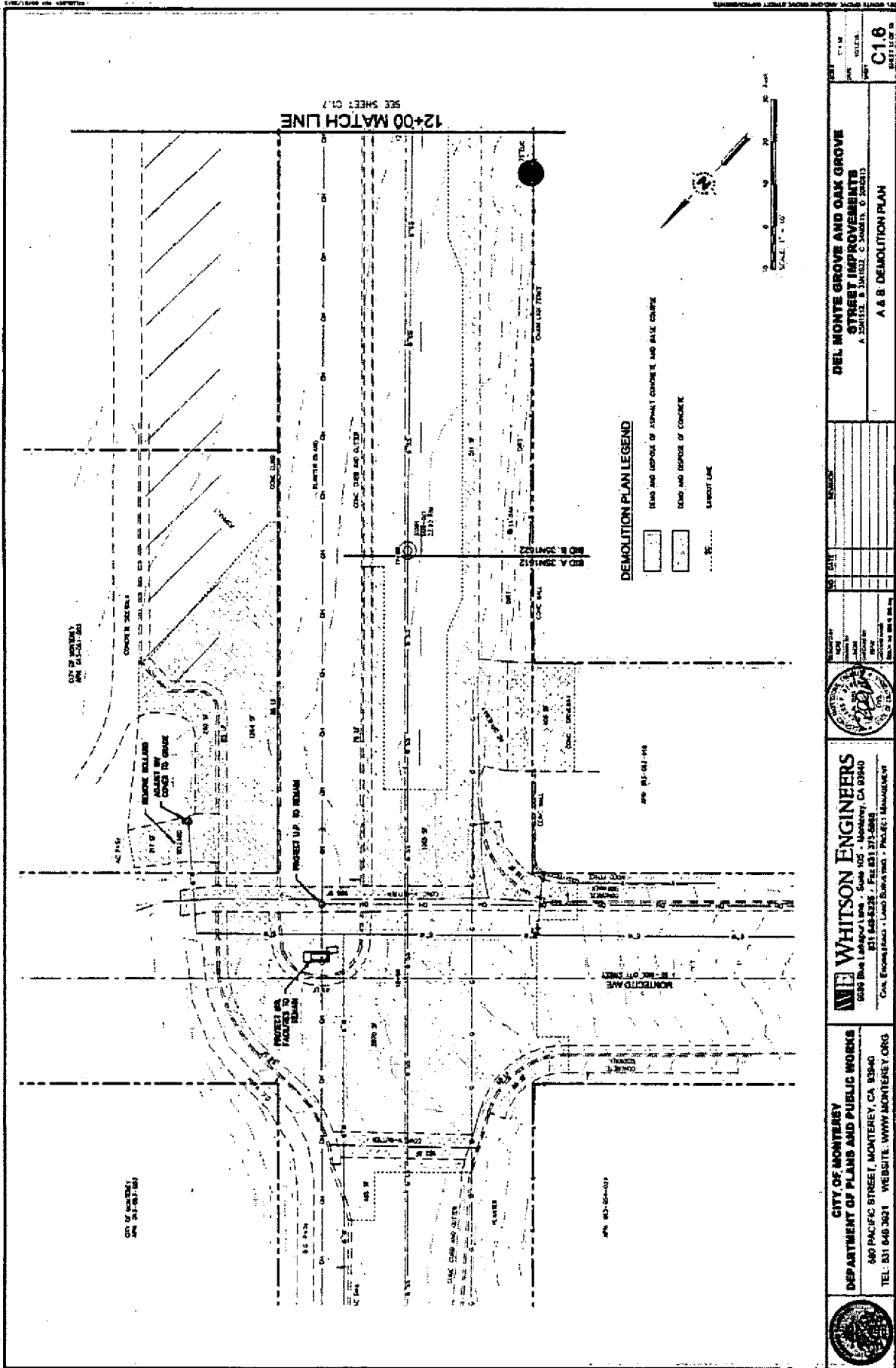
- ① SYMBOL DETAIL FOR CALTRANS STANDARD PLAN FOR 2-COAT PAINT
- ② SYMBOL DETAIL FOR CALTRANS STANDARD PLAN FOR 3-COAT PAINT
- ③ 12" WIDE WHITE LINES, 30" SPACING WITH 30" GAPS BETWEEN LINES
- ④ 12" WIDE WHITE LINES, 30" SPACING WITH 30" GAPS BETWEEN LINES
- ⑤ 12" WIDE YELLOW LINES, 30" SPACING
- ⑥ 12" WIDE YELLOW LINES, 30" SPACING
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SIGNAGE AND STRIPING NOTES

1. ALL SIGNAGE IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER (NUMBER 1)
2. ALL STRIPING IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ENGINEER (NUMBER 2)
3. STRIPING SHALL BE DONE IN ACCORDANCE WITH THE CALTRANS STANDARD PLAN AND STRIPING MANUAL
4. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CALTRANS STANDARD PLAN AND STRIPING MANUAL
5. SIGNAGE SHALL BE INSTALLED ON BALANCED POINTS SET IN A CONCRETE FOOTING PER CITY DETAIL 605 OF SHEET 021

	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831.646.3921 WEBSITE: WWW.MONTEREY.ORG		WHITSON ENGINEERS 2001 Elgin-Linderoth Lane, Suite 103 - Monterey, CA 93940 PH: 831.433.4335 FAX: 831.372.4006 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT	PROJECT NO. _____ SHEET NO. _____ OF _____ DATE _____	DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS A. 304517 B. 304518 C. 304519 D. 304520 B. 35W1622 CONSTRUCTION PLAN	SCALE: 1" = 20' DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT NO.: _____ SHEET NO.: _____ OF _____ DATE: _____
	CITY OF MONTEREY DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS A. 304517 B. 304518 C. 304519 D. 304520 B. 35W1622 CONSTRUCTION PLAN		PROJECT NO. _____ SHEET NO. _____ OF _____ DATE: _____		SCALE: 1" = 20' DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT NO.: _____ SHEET NO.: _____ OF _____ DATE: _____	





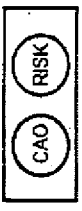
CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS
 580 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831 946 5621 WEBSITE: WWW.MONTEREY.ORG

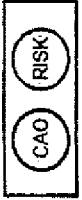
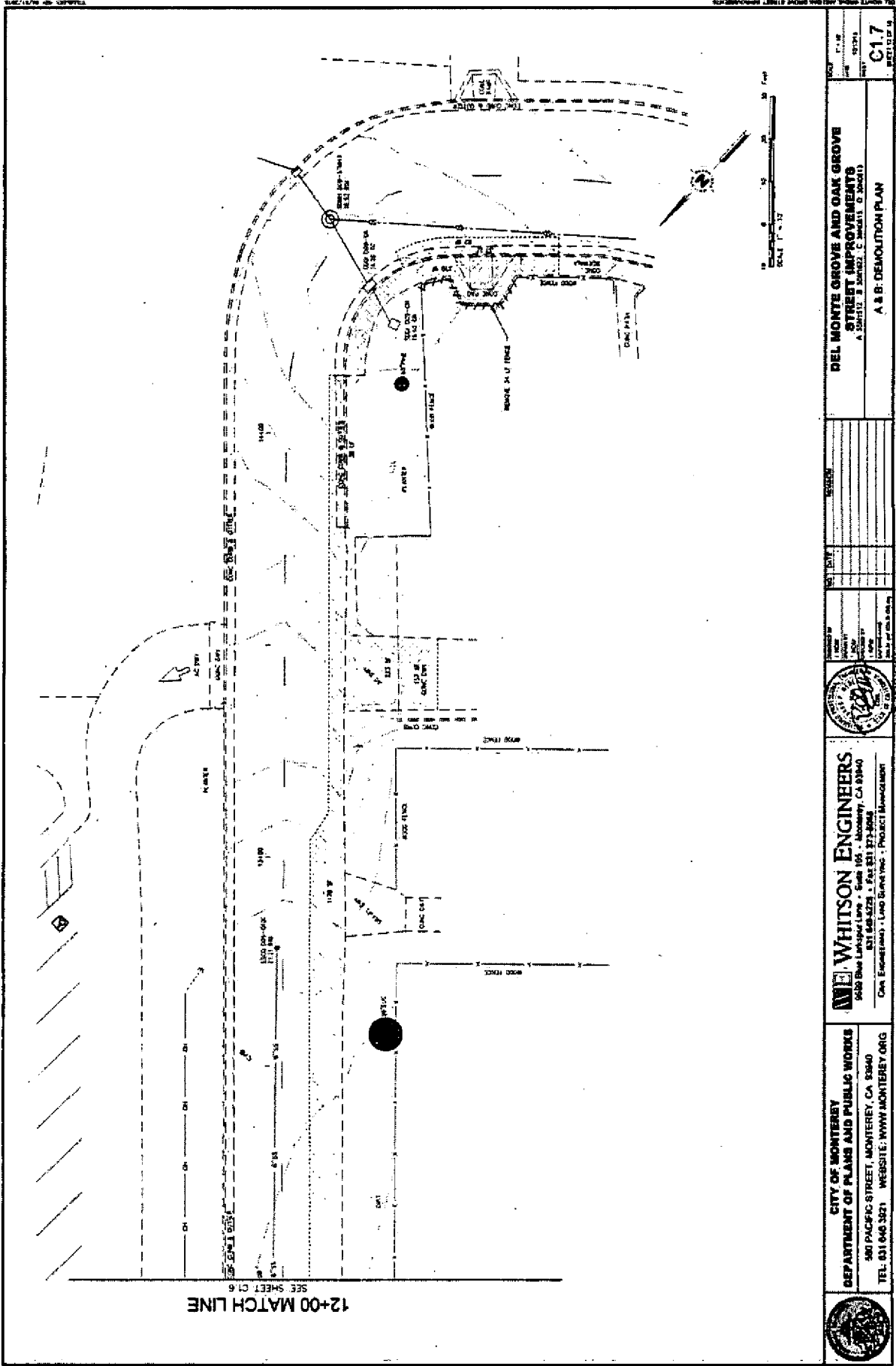


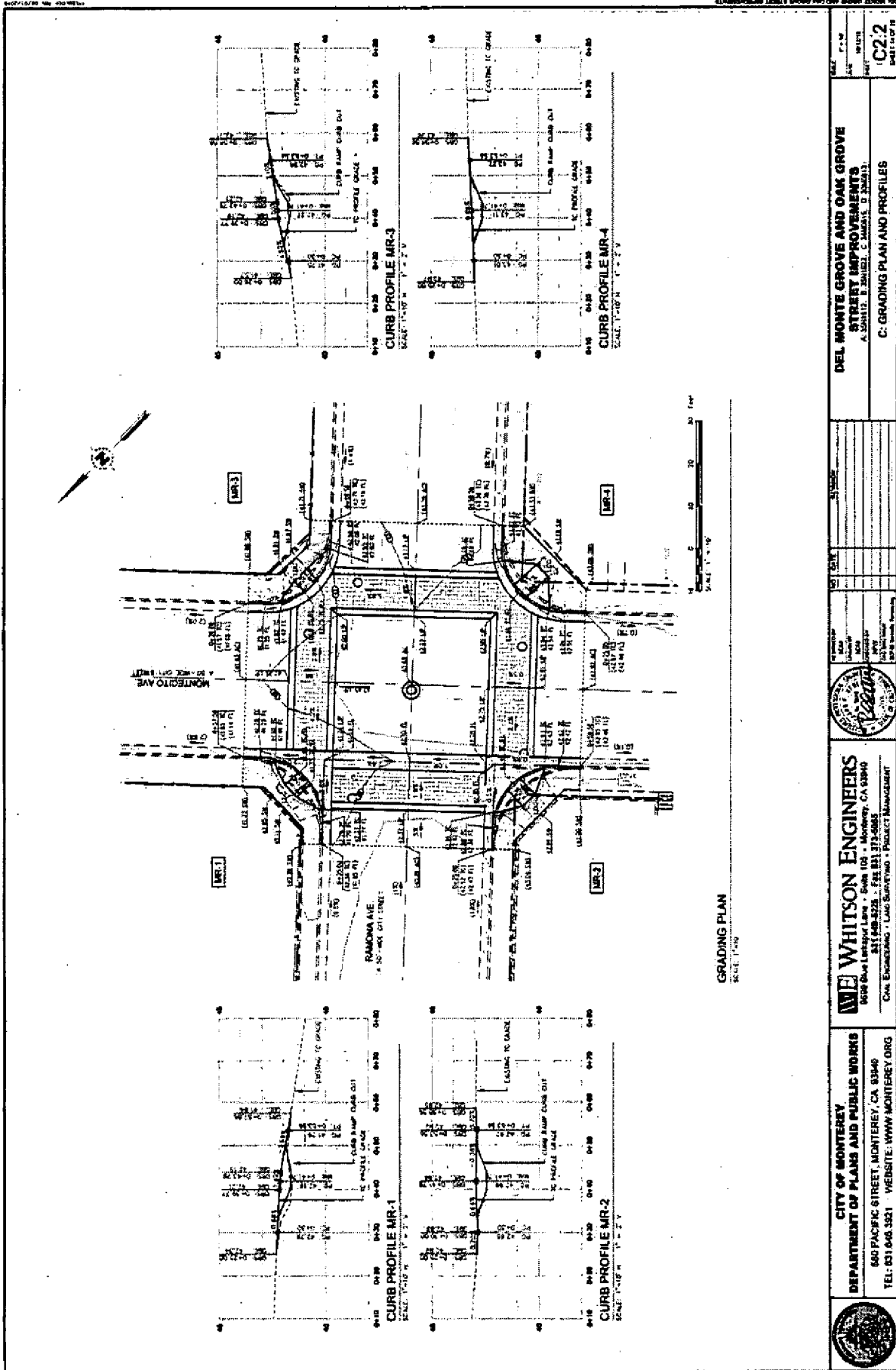
WHITSON ENGINEERS
 9000 Blue Lakeside Avenue, Suite 105 Monterey, CA 93940
 831 946-5625 FAX: 831 946-5626
 Civil Engineers/Planners/Land Surveyors - Project Management

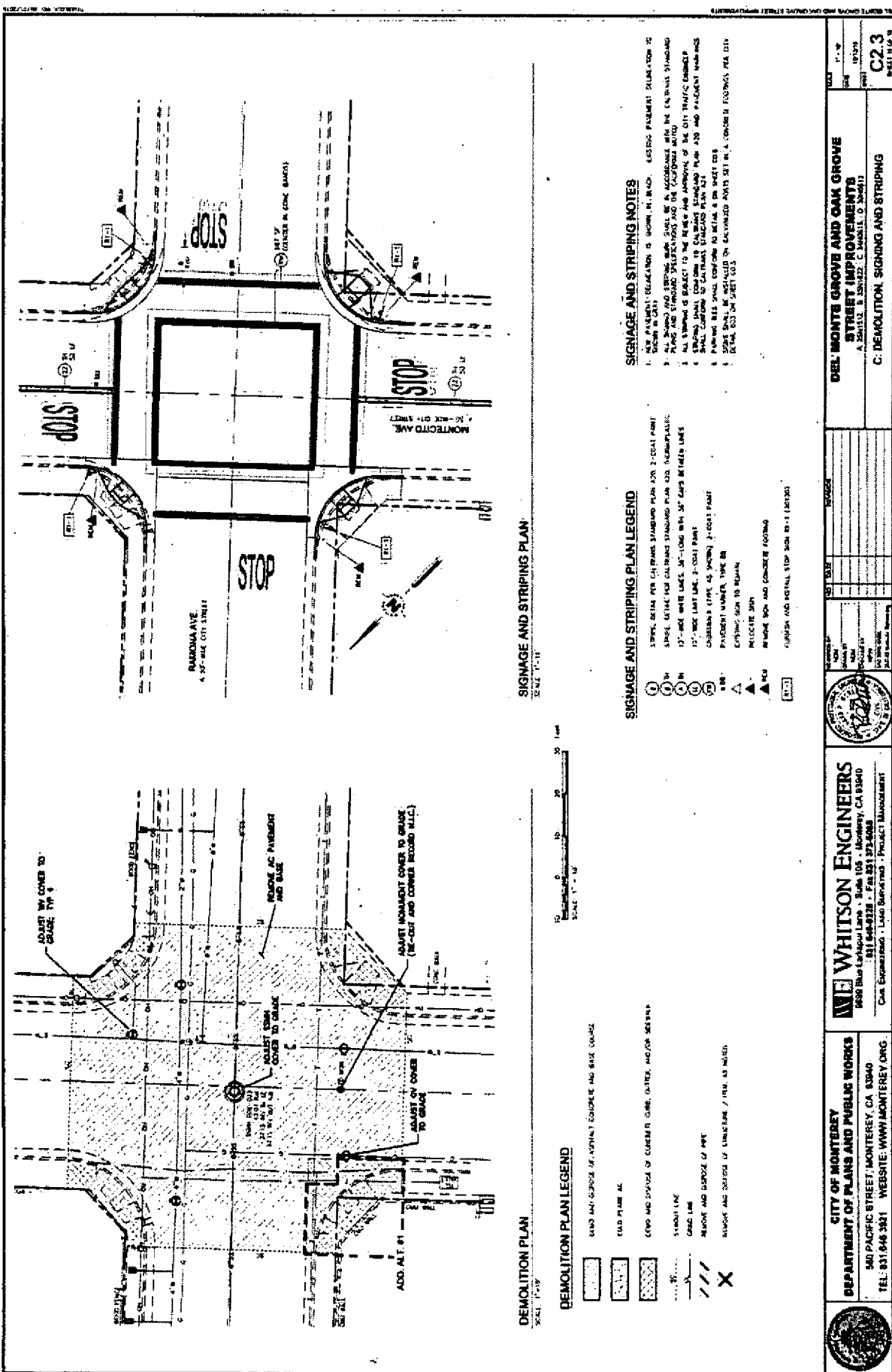
DATE	DESCRIPTION

DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS
 A.8.8.8 DEMOLITION PLAN
 SHEET NO. C18









- #### DEMOLITION PLAN LEGEND
- [Symbol] ROAD AND CURB OF EXISTING CONCRETE AND BASE COURSE
 - [Symbol] FIELD PLANE AC
 - [Symbol] CURB AND DIVIDER OF EXISTING DRIVE, OUTLET, AND/OR SIDEWALK
 - [Symbol] SLOPED LINE
 - [Symbol] CURB LINE
 - [Symbol] REMOVE AND SURFACE OF PAVT
 - [Symbol] REMOVE AND SURFACE OF SURFACING / ITEM AS NOTED

- #### SIGNAGE AND STRIPING PLAN LEGEND
- (1) SIGN, SETBACK PER CITY PUBLIC STRIPING PLAN FOR 2-COAST PAINT
 - (2) SIGN, SETBACK PER CALIFORNIA STRIPING PLAN FOR OCCUPANCY
 - (3) 12\"/>

- #### SIGNAGE AND STRIPING NOTES
1. NEW PAVEMENT REGULATION IS SHOWN IN BLACK. EXISTING PAVEMENT REGULATION IS SHOWN IN GRAY.
 2. ALL SIGNAGE SHALL BE INSTALLED ON THE APPROVED SIGNAGE AND STRIPING PLAN.
 3. ALL STRIPING IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY PUBLIC ENGINEER.
 4. STRIPING SHALL COMPLY WITH CALIFORNIA STRIPING PLAN 200 AND PAVEMENT MARKINGS.
 5. PAVEMENT MARKINGS SHALL COMPLY WITH THE CITY PUBLIC ENGINEER'S REQUIREMENTS.
 6. ALL SIGNAGE SHALL BE INSTALLED ON EXISTING OR PROPOSED SIGNAGE.

CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

540 PACIFIC STREET, MONTEREY, CA 93940
TEL: 931.646.3821 WEBSITE: WWW.MONTEREY.ORG

WHITSON ENGINEERS

1600 Blue Lakeside Lane • Suite 108 • Monterey, CA 93940
TEL: 931.644.9338 • FAX 931.373.6468
Civil Engineering • Land Development • Project Management

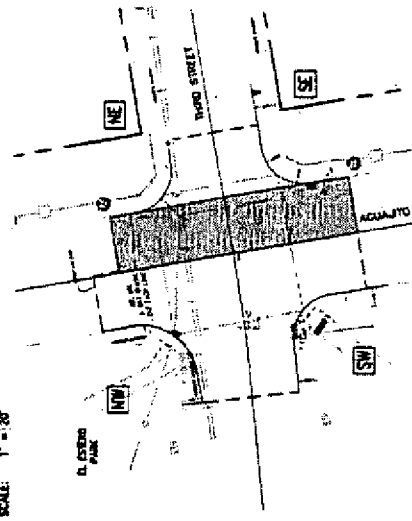
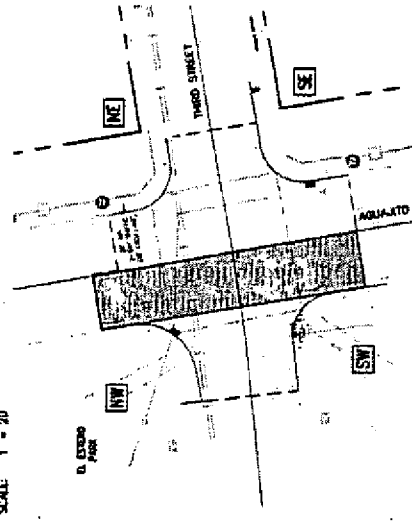
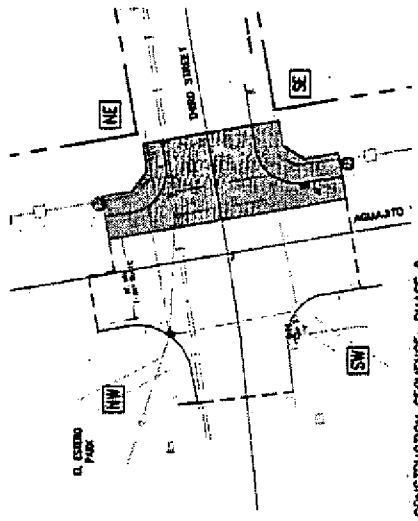
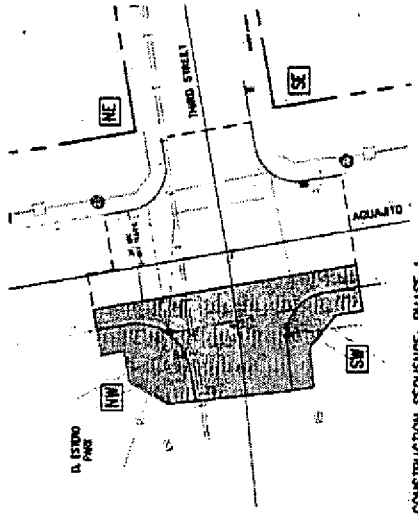
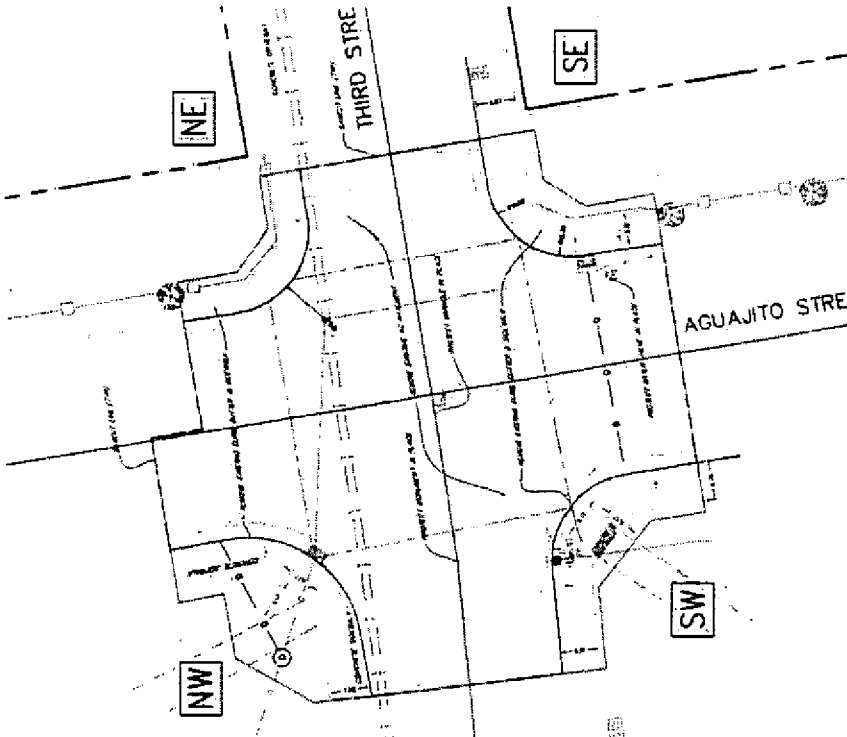
DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS

A. 201112, B. 201122, C. 201131, D. 201141
C. DEMOLITION, SIGNAGE AND STRIPING

DATE: 11/14/11
SCALE: AS SHOWN

C2.3





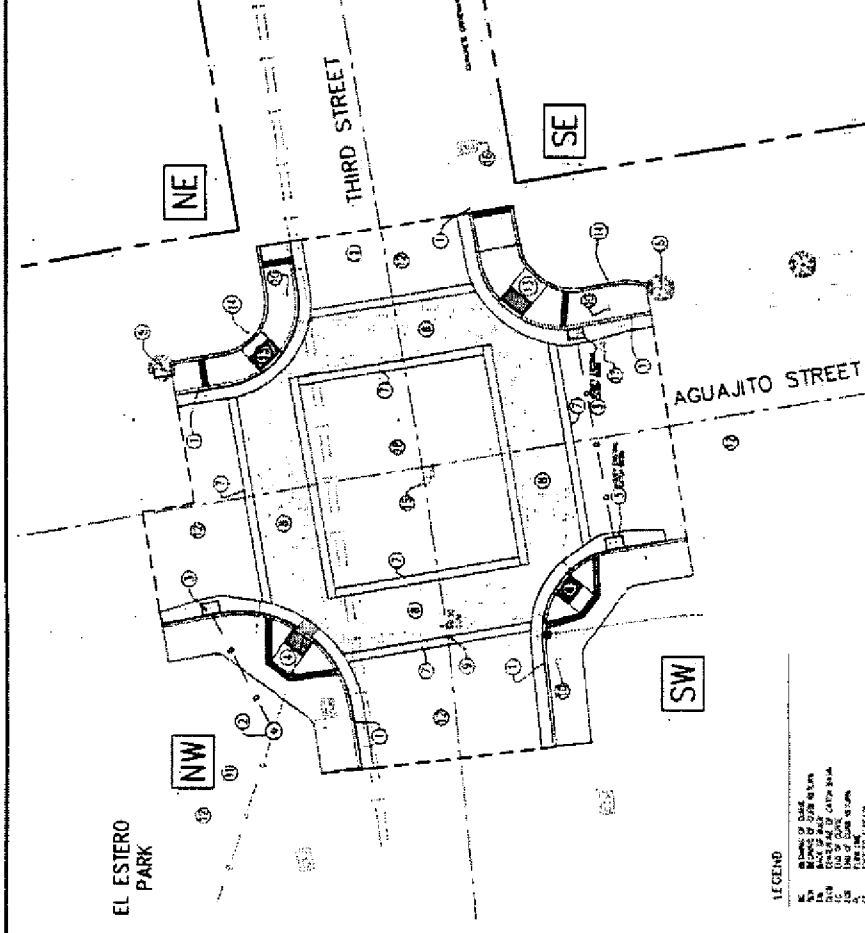
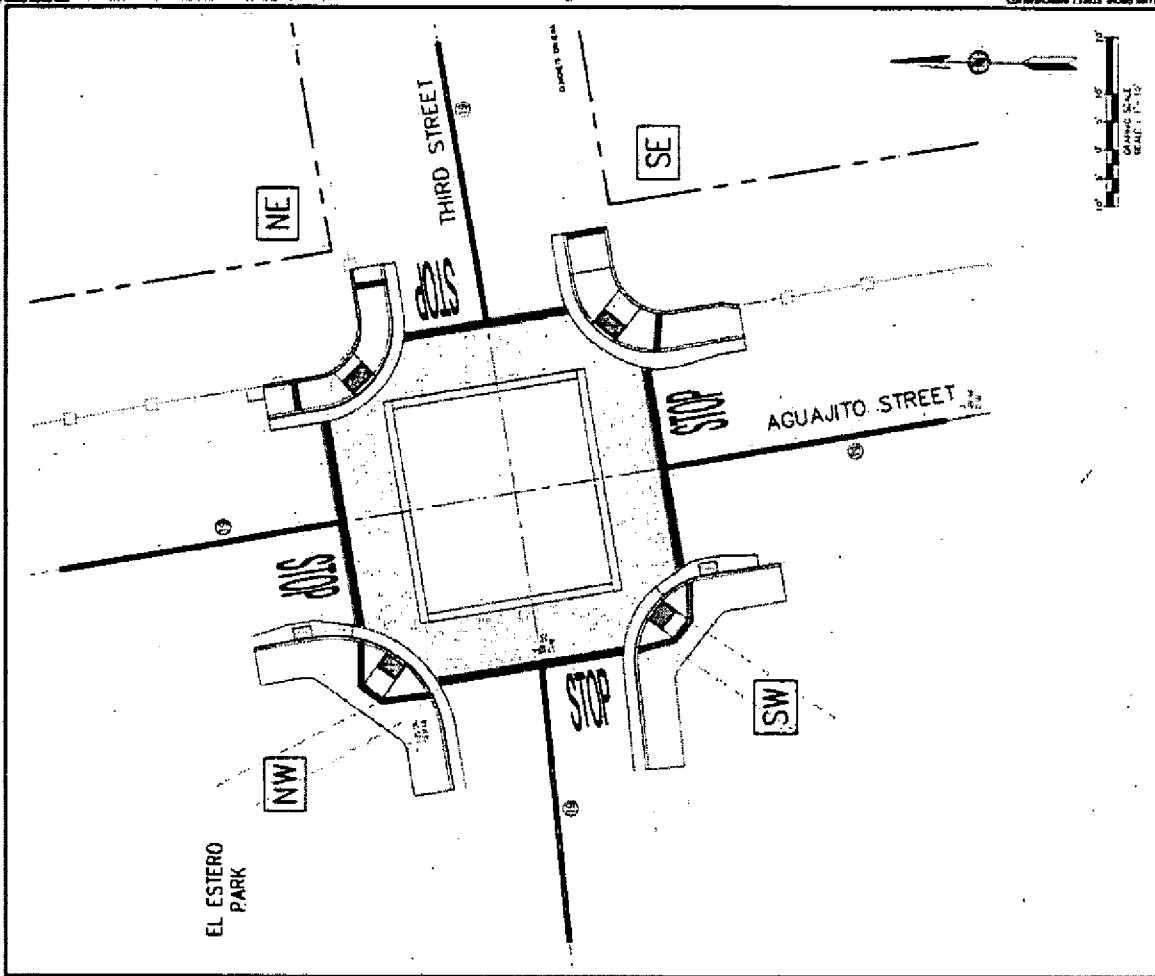
CONSTRUCTION SEQUENCE NOTES

1. DEMOLITION AND CONSTRUCTION SHALL BE SEQUENCED AS SHOWN ON THIS PLAN TO MAINTAIN TRAFFIC FLOW AND MINIMIZE DISRUPTION TO ADJACENT AREAS.
2. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
3. TRAFFIC CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. CONSTRUCTION SHALL BE LIMITED TO THE SPECIFIED AREAS AND SHALL NOT ENDEAVOR TO BE NEARER THAN 10 FEET TO ADJACENT PROPERTIES.
5. CONSTRUCTION SHALL BE LIMITED TO THE SPECIFIED AREAS AND SHALL NOT ENDEAVOR TO BE NEARER THAN 10 FEET TO ADJACENT PROPERTIES.
6. CONSTRUCTION SHALL BE LIMITED TO THE SPECIFIED AREAS AND SHALL NOT ENDEAVOR TO BE NEARER THAN 10 FEET TO ADJACENT PROPERTIES.
7. CONSTRUCTION SHALL BE LIMITED TO THE SPECIFIED AREAS AND SHALL NOT ENDEAVOR TO BE NEARER THAN 10 FEET TO ADJACENT PROPERTIES.



	CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS 500 PACIFIC STREET, MONTEREY, CA 93940 TEL: 831-648-3821 WEBSITE: WWW.MONTEREY.ORG	DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS A. PHASE 1 & 2 B. PHASE 3 & 4	SHEET NO. 1 DATE: 07/2015 C3.1 DEMOLITION AND CONSTRUCTION SEQUENCING PLAN
	PROJECT NO. 15-0001		





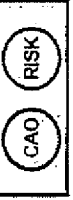
- CONSTRUCTION NOTES**
1. ALL WORK SHALL BE ACCORDING TO THE CITY ENGINEER'S APPROVED PLANS AND SPECIFICATIONS.
 2. ALL WORK SHALL BE ACCORDING TO THE CITY ENGINEER'S APPROVED PLANS AND SPECIFICATIONS.
 3. ALL WORK SHALL BE ACCORDING TO THE CITY ENGINEER'S APPROVED PLANS AND SPECIFICATIONS.
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 16. ALL WORK SHALL BE ACCORDING TO THE CITY ENGINEER'S APPROVED PLANS AND SPECIFICATIONS.
 17. ALL WORK SHALL BE ACCORDING TO THE CITY ENGINEER'S APPROVED PLANS AND SPECIFICATIONS.
 18. ALL WORK SHALL BE ACCORDING TO THE CITY ENGINEER'S APPROVED PLANS AND SPECIFICATIONS.
 19. ALL WORK SHALL BE ACCORDING TO THE CITY ENGINEER'S APPROVED PLANS AND SPECIFICATIONS.
 20. ALL WORK SHALL BE ACCORDING TO THE CITY ENGINEER'S APPROVED PLANS AND SPECIFICATIONS.

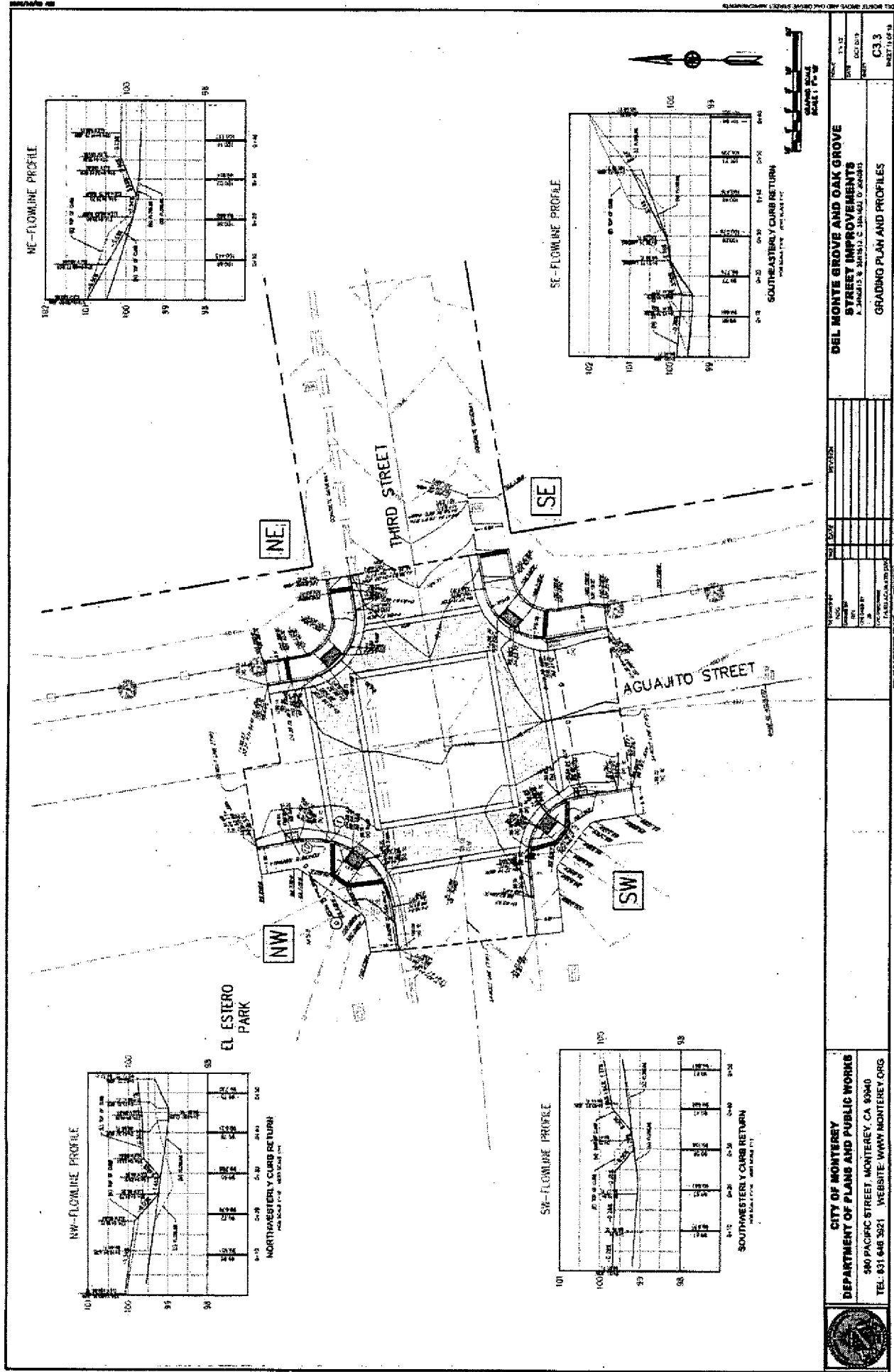
LEGEND

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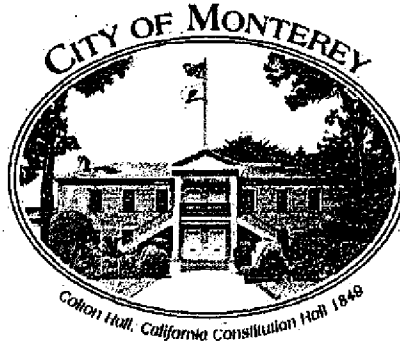
CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
 540 PACIFIC STREET, MONTEREY, CA 93940
 TEL: 831.646.3821 WEBSITE: WWW.MONTEREY.ORG

<p>DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS A. SHARLES W. SMITH & C. SMITH & C.</p> <p>CONSTRUCTION LAYOUT AND STRIPING PLAN</p>	
<p>PROJECT NO. 13 DATE 02/20/11 SHEET NO. C3.2 TOTAL SHEETS 13</p>	<p>SCALE: 1" = 20'</p> <p>DATE: 02/20/11</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>APPROVED: [Signature]</p>





APPENDIX A: BID PROPOSAL FORMS



**CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS**

BID PROPOSAL COVER SHEET

FOR

DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS

- A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements**
- B: 35n1622 – Virgin Ave. Sidewalk Improvements**
- C: 34n0615 – Montecito/Ramona Crosswalks and Ramps**
- D: 30n0813 – Third Street / Aguajito Curb Bulbouts and Crosswalk**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	✓
2. Proposal and Bid Schedule	✓
3. Specified or Approved Equal product Submittals	_____
4. Declaration of Bidder	✓
5. Noncollusion Declaration	✓
6. Debarment and Suspension Certification	✓
7. Local Hiring Requirement	✓
8. Certification of Good-Faith Effort (Prime)	✓
9. Bid Bond	✓

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: GRANITE CONSTRUCTION COMPANY
Company Name



Signature
Pennington B. Shortes Area Manager

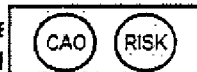
DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS**A: 35N1512 – Virgin/Montecito ADA/Ped Access Improvements****B: 35n1622 – Virgin Ave. Sidewalk Improvements****C: 34n0615 – Montecito/Ramona Crosswalks and Ramps****D: 30n0813 – Third Street / Aguajito Curb Bulbouts and Crosswalk****CITY OF MONTEREY****PART II: PROPOSAL**

To the Honorable City Council
 City of Monterey
 City Hall
 Monterey, California

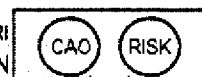
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	59,400.-	59,400.-
2	Storm Water Compliance	1	LS	16,100.-	16,100.-
3	Traffic Control	1	LS	33,300.-	33,300.-
4	Sawcut AC Pavement (F)	985	LF	1.40	1,379.-
5	Sawcut Concrete Curb and Gutter (F)	23	EA	3.65	83.95
6	Sawcut Concrete Cross-Gutter (F)	13	LF	8.-	104.-
7	Sawcut Concrete Sidewalk or Driveway (F)	160	LF	1.40	224.-
8	Remove AC Pavement (F)	10,225	CF	4.35	44,478.75
9	Remove Concrete Curb and Gutter (F)	764	LF	14.80	11,307.20
10	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)	3,139	SF	4.20	13,183.80
11	Remove Concrete Cross-Gutter (F)	822	SF	5.-	4,110.-
12	Remove 9" Pine	1	LS	1,850.-	1,850.-
13	Root Grinding	1	LS	600.-	600.-
14	Relocate Fence	25	LF	190.-	4,750.-
15	Remove Catch Basin	3	EA	1,750.-	5,250.-
16	Adjust Manhole Cover to Grade	1	EA	1,900.-	1,900.-
17	Adjust Valve Cover to Grade	5	EA	1,100.-	5,500.-



18	Adjust Monument Cover to Grade	2	EA	930.-	1,860.-
19	Construct 12" Storm Drain	40	LF	88.-	3,520.-
20	Construct Storm Drain Inlet (City Type 103 BR)	3	EA	4,860.-	14,580.-
21	Construct Storm Drain Inlet (24"x24" Side Opening)	1	EA	3,470.-	3,470.-
22	Cobble Lined Swale	55	SF	55.-	3,025.-
23	Bioretention Planter (Not Underdrained)	463	SF	21.-	9,723.-
24	Earthwork	1	LS	14,300.-	14,300.-
25	Class 2 Aggregate Base	245	CY	256.-	62,720.-
26	Hot Mix Asphalt (Type A)	196	TON	248.-	48,608.-
27	Construct Concrete Curb and Gutter	588	LF	37.50	22,050.-
28	Construct Concrete Vertical Curb Type A1-6	150	LF	30.20	4,530.-
29	Construct Concrete Cross-Gutter	730	SF	8.00	6,278.-
30	Construct 18"-Wide Concrete Band	667	LF	33.80	22,544.80
31	Construct Conc. Paver Vehicular Pavement Type "A"	1,851	LF	15.-	27,765.-
32	Construct Conc. Paver Vehicular Pavement Type "B"	1,730	LF	30.-	51,900.-
33	Construct 6"-Thick Concrete Accessible Parking	402	SF	25.-	10,050.-
34	Construct 6"-Thick Concrete Commercial Driveway	243	SF	27.50	6,682.50
35	Construct 5.5"-Thick Concrete Residential Driveway	762	SF	16.75	12,763.50
36	Construct D.G. Sidewalk	98	SF	9.10	891.80
37	Construct HMA Sidewalk	134	SF	28.-	3,752.-
38	Construct Concrete Sidewalk	3,602	SF	6.40	23,052.80
39	Construct Concrete Curb Ramp	1,630	SF	10.75	17,522.50
40	Remove Roadside Sign	12	EA	65.-	780.-
41	Furnish and Install Roadside Sign	13	EA	245.-	3,185.-
42	Remove Pavement Delineation and Markers	1	LS	1,265.-	1,265.-
43	Detail 22 Traffic Stripe (Thermoplastic)	243	LF	5.70	1,385.10
44	Apply Pavement Markings (2-coat paint)	839	SF	5.50	4,614.50
45	Pavement Marker, Type BB	4	EA	25.-	100.-
46	Record Drawings	1	LS	4,000.-	4,000.-



TOTAL BASE BID (ITEMS 1 THROUGH 46) (Written in Words): <u>Five Hundred Ninety Thousand Four Hundred</u> <u>Thirty Nine</u>	(Figures) <u>\$ 590,439.-</u>
--	----------------------------------

ADDITIVE ALTERNATE #1 Project C: 34n0615 MONTECITO / RAMONA

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
AA1	Sawcut Concrete Curb and Gutter (F)	2	EA	2.50	5.-
AA2	Sawcut Concrete Sidewalk or Driveway (F)	10	LF	2.50	25.-
AA3	Remove Concrete Curb and Gutter (F)	10	LF	14.80	148.-
AA4	Remove Concrete Sidewalk, Curb Ramp, Sidewalk Crossing, or Driveway (F)	181	SF	4.20	760.20
AA5	Remove Concrete Cross-Gutter (F)	166	SF	5.-	830.-
AA6	Class 2 Aggregate Base	1	CY	256.-	256.-
AA7	Construct Concrete Cross-Gutter	72	SF	9.-	648.-
AA8	Construct Concrete Sidewalk	126	SF	6.40	806.40
AA9	Construct Concrete Curb Ramp	74	SF	11.-	814.-
TOTAL ADDITIVE ALTERNATE #1 BID (ITEMS AA1 THROUGH AA9) (Written in Words): <u>Four Thousand Two Hundred Ninety Two & Sixty Cents</u>					(Figures) <u>\$ 4,292.60</u>
GRAND TOTAL (Base Bid + Add #1) (Written in Words): <u>Five Hundred Ninety Four Thousand Seven Hundred</u> <u>Thirty One & Sixty Cents</u>					(Figures) <u>\$ 594,731.60</u>

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Base Bid + Additive Alternate 1).

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No.: 89 Class: A, B Expiration date: 5/31/2017

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN Santa Cruz COUNTY, CALIFORNIA, ON November 24, 2015.

Name of Firm: GRANITE CONSTRUCTION COMPANY
Address: 580 West Beach Street, Watsonville CA 95076
Telephone: (831) 763-6100
Email: patricia.arnett@gcinc.com

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA	DATE RECEIVED
1. <u>1 (one)</u>	<u>November 13, 2015</u>
2. _____	_____
3. _____	_____
4. _____	_____

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Date Completed	Dollar Amount	Agency Name	Type Of Job	Project Location
<u>See Appendix A1 for List of Local Job References</u>				

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

1	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	N	374600	Chrisp Company	Fremont CA
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
40-45	100%	Striping/Sign		
2	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
3	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
4	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
5	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
6	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
7	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Area Manager of GRANITE CONSTRUCTION COMPANY the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 24th day of November, 2015, in Watsonville [city], Santa Cruz County, California.



Signature

Pennington B. Shortes, Area Manager

Printed Name and Title

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

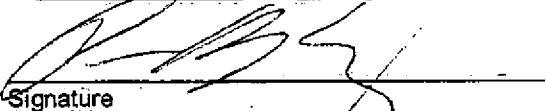
If there are any exceptions to this certification, insert the exceptions in the following space.

No exceptions

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 24th day of November, 2015 in Watsonville [city], Santa Cruz County, California.



Signature

Pennington B. Shortes, Area Manager
Printed Name and Title

LOCAL HIRING REQUIREMENT

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.


Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to Section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Prime Contractor – To be Submitted with Bid)**

I, Pennington B. Shortes, a licensed contractor, or responsible managing officer, of the company known as GRANITE CONSTRUCTION COMPANY, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2. of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title

November 24, 2015
Date

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Subcontractor – To be Completed by Subcontractor After Bid Is Awarded)**

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature

Printed Name and Title

Date



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY

BID BOND

Bond No. N/A

Amount \$ Ten Percent (10%)
of Bid Amount

Know All Men By These Presents,

That we, **GRANITE CONSTRUCTION COMPANY**

(hereinafter called the Principal),

as Principal, and the **FEDERAL INSURANCE COMPANY**, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

CITY OF MONTEREY

(hereinafter called the Obligee),

in the sum of Ten Percent (10%) of Bid Amount _____ Dollars
(\$ 10% of Bid Amount _____), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this November 19, 2015

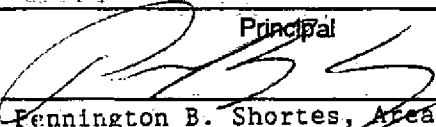
WHEREAS, the Principal has submitted a bid, dated November 24, 2015
for **DEL MONTE GROVE AND OAK GROVE STREET IMPROVEMENTS**

A: 35N1512- Virgin/Montecito ADA/Ped Access Improvements B: 35N1622- Virgin Ave. Sidewalk Improvements
C: 34n0615- Montecito/Ramona Crosswalks and Ramps D: 30n0813- Third Street/ Aguajito Curb Bulbouts and Crosswalk

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

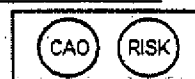
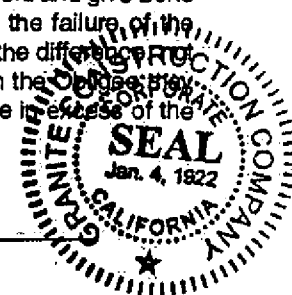
GRANITE CONSTRUCTION COMPANY

Principal

By: 
Pennington B. Shortes, Area Manager

FEDERAL INSURANCE COMPANY

By: 
Lillian Tse, Attorney-In-Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz

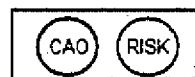
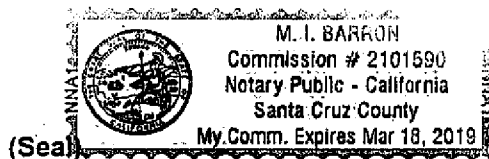
On November 19, 2015 before me, M.I. Barron, Notary Public
(insert name and title of the officer)

personally appeared Lillian Tse
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M.I. Barron
M.I. Barron, Notary Public





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jigisha Desai, John D. Gilliland, Catherine Gustavson, Kathleen Schreckengost, Ashley Stinson and Lillian Tee of Watsonville, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business on behalf GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of July, 2014.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 18th day of July, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in dependent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316635
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

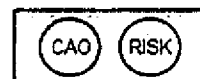
- (a) the foregoing extract of the By-Laws of the Companies is true and correct,
- (b) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (c) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this November 19, 2015



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

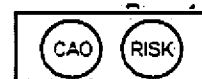


GRANITE™

GRANITE CONSTRUCTION COMPANY
Local Roadwork References

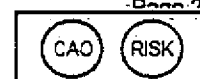
Year Complete	Dollar Amount	Agency Name	Project Description & Location
2014	\$448,803	City of Carmel Sherman Low (831) 624-2110	Carmel 2014 Street Projects, Phase 1 Carmel-by-the-Sea, CA <i>Pavement rehabilitation on various City streets, including: roadway excavation, pavement grinding, patching, reconstruction, paving, leveling courses, overlays, asphalt concrete berms, walkway resurfacing, reconstruction of drainage facilities, raising of manholes.</i>
2014	\$1,628,628	City of Morgan Hill Scott Creer (408) 778-6480	Morgan Hill 2014 Street Resurfacing Morgan Hill, CA <i>AC overlay, full depth AC pavement repair, paving mat, slurry seal, crack seal and replacement of all existing traffic delineation.</i>
2014	\$486,605	City of Scotts Valley Majid Yamin, PE (831) 438-5854	Vine Hill School Road/Tabor Drive Sidewalk & Bike Lanes Scotts Valley, CA <i>Roadway repairs & additions, including demolition; clearing & grubbing; retaining walls; storm drainage improvements; asphalt concrete pavement; Portland Cement concrete sidewalks;</i>
2014	\$4,105,105	County of Santa Cruz Laurie Goessel, CM (831) 454-2160	2014 Pavement Management Project Contract No. CW33801 Santa Cruz County, CA <i>Improvements on various streets, including: asphalt digouts; pavement grinding; fiberized slurry seal; utility adjustments; engineered paving mat; and striping & marking.</i>
2013	\$1,905,217	County of Monterey Jonathan Pascua, PE (831) 755-8963	Harris Road Overlay Project Contract No. 13-142365 Salinas, CA <i>Road improvement, including: hot mix asphalt concrete overlay; clearing & grubbing; reconstruction of failed pavement areas and striping & marking.</i>
2013	\$6,362,515	Caltrans Farshad Keshavarzi (831) 235-3120	Hwy 101 Widening & Concrete Barrier Contract No. 05-0Q5704 Soledad, CA <i>Construction of shoulder widening & concrete barrier, including: roadway excavation; erosion control; HMA Superpave; rumble strip; concrete structures; drainage; guard railing & barriers; and striping & marking.</i>
2013	\$849,912	Pebble Beach Company Shawn Casey (831) 625-8435	Pebble Beach 2012 Road Improvements Pebble Beach, CA <i>Private road paving & improvements at 9 separate locations for the Pebble Beach Company. Work included grinding & milling of existing asphalt pavement, fine grading, rolling of sub grade, placement of hot mix asphalt overlay, tack coat, minor pavement patching, new and/or reconstructed speed bumps, miscellaneous concrete work, and adjustment of utilities.</i>

Appendix A1



Local Roadwork References

Year Complete	Dollar Amount	Agency Name	Project Description & Location
2013	\$2,008,667	County of Santa Cruz Laurie Goessel (831) 454-2160	2012 Cape/Chip Seal & Overlay Contract No. CW23720 Santa Cruz County, CA <i>Resurfacing of sections of various County-maintained roads, including approx. 106,705 SF of grinding & replacing asphalt concrete, 40,000 SF AC overlay, 51,178 SY chip seal, 32,292 SY cape seal, asphalt berm, fog seal, striping & marking, and misc. concrete flatwork, street monuments & drainage.</i>
2013	\$1,745,596	County of Monterey Bilal Issa, RE (831) 755-1343	Blackie Road Safety Improvements Contract No. 13-140665 & 13-142265 Near Prunedale in Monterey County, CA <i>Roadway widening including; pavement reconstruction with hot mix asphalt, shoulder construction, pavement delineation, clearing and grubbing, ditch and storm drain construction, and traffic control.</i>
2012	\$1,888,043	County of Santa Cruz Laurie Goessel (831) 454-2160	2012 Pavement Management Project Contract No. CW13709 Santa Cruz County, CA <i>Resurfacing of sections of various County-maintained roads, including approx. 88,970 SF asphalt grinding, 66,691 SF AC digouts, tack coat, placement of 12,215 TN asphalt concrete overlay, striping & marking, and utility adjustments.</i>
2011	\$1,889,605	County of Santa Cruz Laurie Goessel (831) 454-2160	2011 Pavement Management Project Santa Cruz County, CA <i>Resurfacing of sections of various County-maintained roads through grinding of asphalt concrete, slurry sealing, placement of asphalt concrete overlay, striping, markings, markers, removing & replacing culverts, and adjusting utility manhole covers frames & covers to grade.</i>
2011	\$1,457,663	County of Monterey Jose Gomez (831) 755-4800	Carmel Valley Road Overlay Carmel, CA <i>Road resurfacing, including: hot mix asphalt overlay; pavement delineation; adjustment of frame, covers & grates to grade; replace asphalt concrete dike; clearing & grubbing; reconstruction of failed pavement areas and traffic control.</i>
2011	\$1,164,577	Caltrans Farshad Keshavarzi (831) 235-3120	Hwy 25 HMA Overlay, Hollister Contract No. 05-0T3604 <i>Fog seal; open-graded HMA overlay; adjust utilities; and striping & marking.</i>
2011	\$1,216,834	Caltrans Farshad Keshavarzi (831) 235-3120	Hwy 68 Open-Graded HMA Overlay Contract No. 05-0T4204 <i>Fog seal; open-graded HMA overlay; adjust utilities; and striping & marking.</i>





CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY

PERFORMANCE BOND

Bond No. 82394898

Premium Amount \$ 1,299.00

Know All Men By These Presents,

That we, Granite Construction Company

(hereinafter called the Principal),
as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under
the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto
City of Monterey

(hereinafter called the Obligee),
In the sum of
Five Hundred Ninety Thousand Four Hundred Thirty-Nine & 00/100 Dollars
(\$590,439.00), for the payment of which we, the said Principal and said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

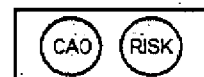
Seated with our seals and dated this December 28, 2015

WHEREAS, the Principal entered into a certain Contract with the Obligee,
for

Del Monte Grove and Oak Grove Street Improvements
Project (35N1512, 35N1622, 34N0615, 30N0813, 35C1555)

In accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as
if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall
well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth
and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract
specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said
Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be
null and void; otherwise shall remain in full force and effect, subject however, to the following conditions:



Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Granite Construction Company

Principal

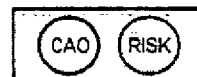
By: 

Bradley G. Graham, Vice President

FEDERAL INSURANCE COMPANY

By: 

Ashley Stinson, Attorney in Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz

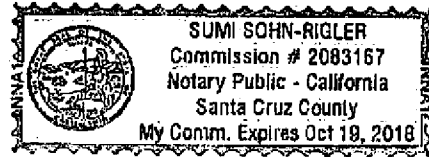
On December 28, 2015 before me, Sumi Sohn-Rigler, Notary Public
(insert name and title of the officer)

personally appeared Ashley Stinson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sumi Sohn-Rigler* (Seal)
Sumi Sohn-Rigler, Notary Public





CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
 Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY

PAYMENT BOND

Bond No. 82394898

Premium Amount \$ Premium included in
 Performance Bond

Know All Men By These Presents,

That we, Granite Construction Company

(hereinafter called the Principal),

as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Monterey

(hereinafter called the Obligee),

in the penal sum of Five Hundred Ninety Thousand Four Hundred Thirty-Nine & 00/100 Dollars (\$ 590,439.00), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated for

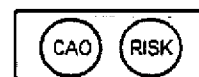
Del Monte Grove and Oak Grove Street Improvements
 Project (35N1512, 35N1622, 34N0615, 30N0813, 35C1555)

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall pay all lawful claims of sub-contractors, materialmen, or laborers for labor performed or materials furnished directly to the Principal, in the performance of said Contract, we agreeing that this bond shall be for the benefit of any sub-contractor, materialmen or laborer having a just claim, then this obligation shall be void; otherwise to remain in full force and effect, subject, however to the following condition:

No suit or action shall be commenced hereunder by any claimant:

- a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.



b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

Sealed with our seals and dated this

December 28, 2015

Granite Construction Company


Principal

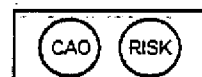
By:


Bradley G. Graham, Vice President

FEDERAL INSURANCE COMPANY

By:


Ashley Stinson, Attorney in Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz

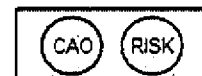
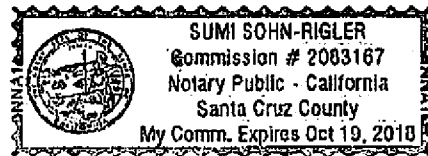
On December 28, 2015 before me, Sumi Sohn-Rigler, Notary Public
(Insert name and title of the officer)

personally appeared Ashley Stinson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sumi Sohn-Rigler* (Seal)
Sumi Sohn-Rigler, Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
16 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Jigisha Desai, John D. Gilliland, Catherine Gustavson, Kathleen Schreckengost, Ashley Stinson and Lillian Tse of Watsonville, California

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf **GRANITE CONSTRUCTION INCORPORATED** and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- In- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 18th day of July, 2014.

Dawn M. Chioros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 18th day of July, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316993
Commission Expires July 16, 2016**

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chioros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

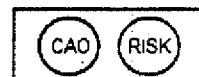
- (a) the foregoing extract of the By- Laws of the Companies is true and correct,
- (b) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (c) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **December 28, 2015**



Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3556 e-mail: surety@chubb.com



NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

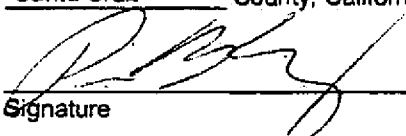
The undersigned declares:

I am the Area Manager of GRANITE CONSTRUCTION COMPANY the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 24th day of November, 2015 in Watsonville [city], Santa Cruz County, California.



Signature

Pennington B. Shortes, Area Manager

Printed Name and Title

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

No exceptions

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 24th day of November, 2015 in Watsonville [city], Santa Cruz County, California.



Signature

Pennington B. Shortes, Area Manager
Printed Name and Title

LOCAL HIRING REQUIREMENT

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.


Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to Section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Prime Contractor - To be Submitted with Bid)**

I, Pennington B. Shortes, a licensed contractor, or responsible managing officer, of the company known as GRANITE CONSTRUCTION COMPANY, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.


Signature

Pennington B. Shortes, Area Manager
Printed Name and Title

November 24, 2015
Date