

PUBLIC WORKS CONTRACT (Formal Bid)

Causeway Shoreline Embankment Erosion Control Project, Phase II (64c1409)

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 24 day of May 2016, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and THE DON CHAPIN COMPANY, INC. hereinafter referred to as the "Contractor";

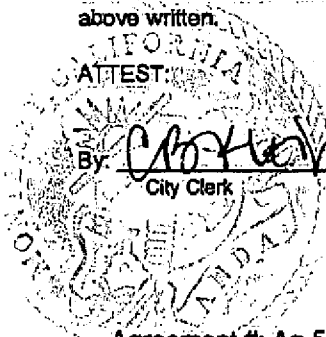
WITNESSETH:

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 Causeway Shoreline Embankment Erosion Control Project, Phase II. 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 February 23, 2016, for the Total Bid (Items 1-8) in an amount not to exceed Three Hundred Seventy Nine Thousand and Five Hundred dollars (\$379,500.00) 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 sixty (60) 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 1725.6, 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 April 19, 2016 by Resolution 16-043 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

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



ATTEST:

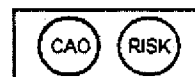
By: [Signature] City Clerk

CITY OF MONTEREY:

By: [Signature] City Manager, or his designee

THE DON CHAPIN COMPANY, INC.:

By: [Signature] Donald D. Chapin Jr., President





CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS

FOR

CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL – PHASE II
(64c1409)

FORMAL BID

This is a Capital Improvement Project



APPROVED FOR CONSTRUCTION:

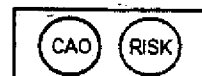
Robert M. Harary
FOR CITY ENGINEER

DATE: 01/22/2016



Master Specification Revision: 09/21/2015

Project Specification Revision: 1/12/2016



PUBLIC WORKS CONTRACT (Format Bid)

Causeway Shoreline Embankment Erosion Control Project, Phase II (64c1409)

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 THE DON CHAPIN COMPANY, INC. 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 **Causeway Shoreline Embankment Erosion Control Project, Phase II**. 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 February 23, 2016, for the Total Bid (Items 1-6) in an amount not to exceed **Three Hundred Seventy Nine Thousand and Five Hundred dollars (\$379,500.00)** 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 sixty (60) 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 April 19, 2016 by Resolution 16-043 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

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:

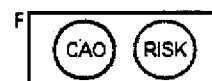
THE DON CHAPIN COMPANY, INC.:

By: _____
City Clerk

By: _____
City Manager, or his designee

By: 
Donald D. Chapin Jr., President

(THIS PAGE INTENTIONALLY LEFT BLANK)



**CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL – PHASE II (64c1409)
TABLE OF CONTENTS**

PART I: NOTICE TO CONTRACTORS 1

SPECIFICATIONS AND BID FORMS 1

PREVAILING WAGES 1

BID BOND 2

BID VALIDITY 2

RESPONSIBLE BIDDER 2

BID REJECTION 3

UNBALANCED BID 3

BIDDER PROTEST 3

INTERPRETATION OF SPECIFICATIONS 3

DEFINITIONS 4

PART II: PROPOSAL 1

BID SCHEDULE 1

BID ITEM DESCRIPTIONS 2

ANCILLARY ITEMS 3

LUMP SUM PRICE BREAKDOWN 3

BID CLARIFICATION 3

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS 4

NONCOLLUSION DECLARATION 6

DEBARMENT AND SUSPENSION CERTIFICATION 7

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE 8

PART III: GENERAL PROVISIONS 1

BIDDING 1

CONTRACT AWARD AND EXECUTION 1

SAMPLE PUBLIC WORKS CONTRACT 2

SCOPE OF WORK 3

CONTROL OF WORK 4

CONTROL OF MATERIALS 7

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC 8

PROSECUTION AND PROGRESS 13

PAYMENT 14

PART IV: SPECIAL PROVISIONS 1

GENERAL 1

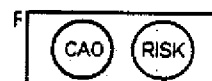
PLANS AND SPECIFICATIONS 1

CONTRACT BONDS 1

TIME LIMITS 1

LICENSES AND PERMITS 2

SITE INSPECTION 2



SUBMITTALS 2

CONSTRUCTION SURVEYS 3

PROTECTION OF PRIVATE PROPERTY 4

CONSTRUCTION QUALITY CONTROL 4

GUARANTEE 6

REGULATIONS 6

PUBLIC SAFETY AND PROTECTION OF THE WORK 6

INDEMNIFICATION AND HOLD HARMLESS 6

INSURANCE 7

LIQUIDATED DAMAGES 9

CONSTRUCTION PROCEDURE 9

TRAFFIC CONTROL 10

CONSTRUCTION PROJECT SIGNS 12

REMOVAL OF OBSTRUCTIONS 12

UNDERGROUND UTILITIES 12

UTILITY COMPANY COORDINATION 12

CONTRACT PLANS AND SPECIFICATIONS 13

DUST CONTROL 13

CONNECTION TO EXISTING UTILITIES 13

SANITARY FACILITIES 13

INSPECTION OF WORK 13

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS 13

TREE PROTECTION REQUIREMENTS 15

TECHNICAL SPECIFICATIONS 19

 SUPPLEMENTAL PROJECT INFORMATION 19

 EARTHWORK 19

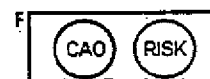
 GRANITE FACING 19

 INTEGRAL COLOR TEXTURED SHOTCRETE STRUCTURE (ARTIFICIAL OR FAUX ROCK) 19

 RECORD DRAWINGS 23

APPENDIX A: BID PROPOSAL FORMS 1

APPENDIX B: COASTAL DEVELOPMENT PERMIT 1



**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., February 23, 2016 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 an improvement project entitled "**Causeway Shoreline Embankment Erosion Control – Phase II (64C1409)**" in Monterey, California, in accordance with these plans and specifications.

In general, the work consists of, but is not limited to, construction of new color textured shotcrete facing (faux rock) structure, granite facing on an existing concrete retaining wall, and miscellaneous site work including temporary water pollution control, minor excavation and backfill.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class a General Engineering Contractor's license or an appropriate combination of Class C Specialty 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.

**CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL – PHASE II (64c1409)
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	Permit Compliance and Environmental Pollution Prevention Measures	1	LS		
3	Miscellaneous Earthwork	1	LS		
4	Faux Rock Structure	1	LS		
5	Granite Facing	1	LS		
6	Record Drawings	1	LS		
TOTAL BID (ITEMS 1 THROUGH 6) (In Words)					(In 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 Total Bid (Items 1 through 6).



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. Permit Compliance and Environmental Pollution Prevention Measures

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 (including but not limited to temporary silt fence, temporary spill kit, temporary concrete washout, and good site "housekeeping" measures), 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.

Also included in this item is compliance with the project's Coastal Commission Permit and Mitigation and Monitoring Plan.

3. Miscellaneous Earthwork

Measurement and payment for this item shall be on a lump sum basis. The lump sum cost shall pay for furnishing of all labor, materials, tools and equipment for miscellaneous earthwork necessary to complete the job. The work shall include, but not be limited to, excavation of soil and relocation of rock rip rap as required for construction of the proposed faux rock structure and granite facing; temporary stockpiles; placement of soil and rock rip rap to restore the area below the faux rock structure to pre-project condition, and to backfill the planter above the faux rock structure as directed by the Engineer; and export of surplus soils and removal of soil fill to expose RSP as shown on the plan and specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

4. Faux Rock Structure

Measurement and payment for this item shall be on a lump sum basis. The lump sum cost shall pay for furnishing of all labor, materials, tools and equipment for the construction of faux rock structure complete in place. The work shall include, but not be limited to, construction of faux rock structure, complete in place, including: dowelling into existing concrete; anchoring into existing FRP sheet pile; back forming; bar reinforcing steel; shotcrete; and artistic carving and staining, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Also included in this bid item is application of slurry grout and architectural shotcrete to existing RSP as shown on the plans and specified herein.

5. Granite Facing (F)

Measurement and payment for this item shall be on a lump sum basis. The lump sum cost shall pay for furnishing of all labor, materials, tools and equipment for the installation of granite facing. The work shall include, but not be limited to installing granite facing on existing concrete landscape wall, complete in place, including: anchors, wire, grout, and natural granite stone facing, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Also included in this bid item is the construction of 12"x12" concrete footing and associated

reinforcing bars as shown on the plans and specified herein..

6. 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. The work shall include, but not be limited to recording and showing modifications on the plan as a result of any construction change order and specified herein.

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.

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.

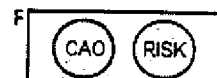
Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

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

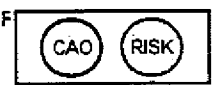
Signature Printed Name and Title

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.

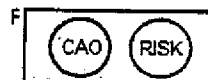
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

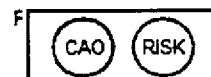
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

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

(Contractor Name)

By: _____
(Signature)



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:

1. 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).
2. 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

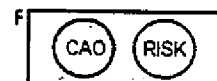
CONTRACT AWARD

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)

Causeway Shoreline Embankment Erosion Control – Phase II (64c1409)

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:

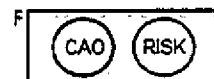
1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for Causeway Shoreline Embankment Erosion Control – Phase II. Work is to be as set out in the *[Plans and]* Specifications on file in the Office of the City Engineer 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 sixty (60) 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 *[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:

A. Plans and Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire Local Residents
D. Payment Bond (labor and materials)	

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: _____ By: _____ By: _____
City Clerk City Manager, or his designee [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

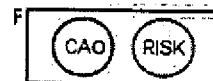
At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer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

(20) 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 resolved. If notice of the 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 contracts 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) calendar days prior to 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 PROGRESSGENERAL

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 served upon the 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

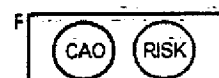
Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

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.

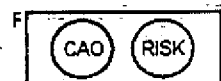
PAYMENT AFTER CONTRACT ACCEPTANCE

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 contract fully performed, 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.



(THIS PAGE INTENTIONALLY LEFT BLANK)



CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL – PHASE II (64C1409)

PART IV: SPECIAL PROVISIONS

GENERAL

The work, in general, consists of construction of new faux rock structure, granite facing on an existing concrete retaining wall, and miscellaneous site work including temporary water pollution control, excavation and backfill.

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.

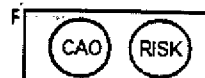
Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written 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 **sixty (60) 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.

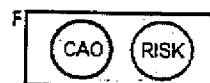
CONSTRUCTION SURVEYS

Construction surveys, when required, shall be provided by and paid for by the contractor and no additional compensation shall be made.

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

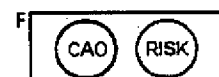
General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, 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 City staff, and be 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:
Pre-construction test panels and cores
Forms and reinforcing bars
Fill Material (if applicable)
 - b. Materials and Materials Certification:
Shotcrete
Mortar
Minor concrete Reinforcing Bar
Miscellaneous Metal
Granite Facing
Slurry Cement
 - 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:

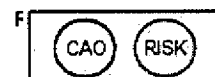
1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Monterey City Code, as amended,
3. California Building Code, latest edition as adopted by the City 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, expert, or Contractors' 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.

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.

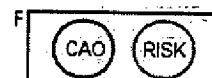
Deductibles and Self-Insured Retentions

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.

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.

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 Engineering Division Office, 580 Pacific Street, Monterey, CA 93940. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3920 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 provided; and in case the 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.

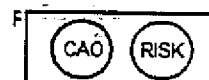
It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; 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 coastal trail and business access (no more than 10 minute interruption). All interruptions shall be prearranged with the Engineer. Businesses shall be notified with a written notice a minimum of 24 hours in advance.
- 2) Minimizing any hazard to the general public.



- 3) Protection of existing improvements from damage during construction. Damage may include scuffing of existing pavements; damage to existing walls, stairs, or railings; or loss of soil support for existing retaining walls and/or causeway pavement. Underpinning of the existing retaining wall using helical anchors is required and is shown on the plans. A "no-load" zone is also shown on the plans. Additional protections, such as temporary shoring for the existing faux rocks, may be necessary. Contractor shall submit a plan identifying such temporary supports. Such additional protections shall be provided at no additional cost to the City.
- 4) There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays. A list of City's recognized holidays is available upon request.
- 5) Proper handling of hazardous materials.
- 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:

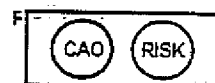
- a. Monterey Bay Coastal Trail and Wharf 1 access shall be maintained with a minimum clear width of 20 feet. Temporary fence stands shall not encroach on the 20 foot clear width. Closures shall be pre-arranged with the Engineer. Closures should be as brief as possible (10 minutes maximum) and should occur during non-peak hours.
- b. 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.
- c. 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.
- d. No trench shall be left open during non-working hours.
- e. 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/ca/mutcd2014/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. Retro-reflective 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 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

The Contractor shall post temporary Capital 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.

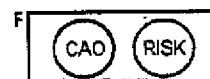
The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

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 as they have been 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.

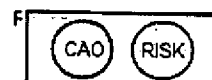
Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

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:

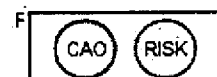


- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill 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,



- o 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:
 - o Erosion, or
 - o Sediments entering waterways or the drainage system, or
 - o 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 Dragnet 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>



(THIS PAGE INTENTIONALLY LEFT BLANK)



CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL – PHASE II (64C1409)

TECHNICAL SPECIFICATIONS

SUPPLEMENTAL PROJECT INFORMATION

The City makes the following supplemental project information available. Supplemental project information is not part of the contract, but is provided for the Contractor's reference.

Supplemental Project Information	
Means	Description
Included in the <i>Information Handout</i>	<ul style="list-style-type: none"> • Causeway Shoreline Embankment Erosion Control [Phase I] As-built Plans • Soils report, including boring logs. • Initial Study / Mitigated Negative Declaration • Coastal Commission Permit Documents • Mitigation Monitoring Plan
Available for inspection at the Capital Projects office located at 353 Camino El Estero, Monterey, CA 93940 or via email request to camacho@monterey.org	<ul style="list-style-type: none"> • 1991 Custom House Plaza As-Built Plans • 2001 Emergency Stabilization Project As-Built Plans

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. Grading, moisture conditioning, and compaction are all elements of such preparation.

This item includes import and export of material required to perform the miscellaneous 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.

Stockpiles, materials and equipment shall not remain on the harbor side of the existing causeway wall overnight.

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

GRANITE FACING

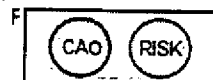
Contractor shall apply granite facing to the existing concrete wall as shown on the plan and specified herein. Granite veneer size, thickness and color shall match existing granite veneer. Reinforcing wires and anchors are as shown on the plan.

Concrete footing shall be as shown on the plan and shall be constructed using minor concrete. Minor concrete shall conform to Section 90-2 "Minor Concrete" of the Standard Specifications. Associated steel reinforcement shall be grade 40 and shall be in conformance with Section 52, "Reinforcement," of the Standard Specifications.

Installation shall be done in accordance with industry standards and Building Code requirements.

INTEGRAL COLOR TEXTURED SHOTCRETE STRUCTURE (ARTIFICIAL OR FAUX ROCK)

Faux rock structure shall conform to the Plans, Sections 52 and 53, "Reinforcement" and "Shotcrete", of the Standard Specifications, and these special provisions.



ARTIFICIAL ROCKWORK

Artificial rockwork shall consist of furnishing and placing permanent, integrally colored, shotcrete in variable thicknesses and orientations.

The Contractor shall furnish all labor, materials and equipment required for completing the work. The Contractor shall select the shotcrete or concrete mix and application, staining, and sculpting method and equipment to meet the performance requirements specified herein.

Work shall include the following:

1. Preparing soil and concrete surfaces to receive new shotcrete or concrete.
2. Back-forming where shotcrete will not be placed against existing earth or structures
3. Dowelling into existing concrete
4. Placing reinforcing steel
5. Applying integral color, fiber reinforced shotcrete
6. Removing debris, refuse and spillage generated from prosecution of the work.

INTEGRAL COLOR

All shotcrete shall contain integral coloring agent to match and correspond to the adjacent integral color concrete and existing rock outcroppings. Final color selection shall be made after field samples have been prepared, submitted and approved.

Integral coloring agent shall conform to the provisions of ASTM C979 and with Section 53-1.02 of the Standard Specifications.

STEEL REINFORCEMENT

Steel reinforcement shall be deformed bars conforming to Section 52, "Reinforcement," of the Standard Specifications, and these special provisions.

FIBER REINFORCEMENT

Shotcrete shall contain synthetic fiber reinforcement as shown on the Plans.

SUBMITTALS AND TESTING

Submit QC Plan, Preconstruction test panels (two 5' x 5' panels), and production test cores and test results in accordance with Section 53-2 "Structural Concrete" of the Standard Specifications.

The requirements for constructing preconstruction test panels may be eliminated, when approved by the Engineer, if a test panel report and certified compressive strength test data are furnished from a similar project with a similar application of approximately equal thickness, including similar quantities and placement of reinforcement or other obstructions. The proposed nozzleman shall have constructed the test panel described in the test panel report. The test panel report shall list the names of the application crew, equipment used, materials, mixing proportions, ambient temperatures and procedures used to make the test panels. The certified compressive strength test data shall be for cores taken from the same test panels.

The sample panels approved by the Engineer shall be regarded as the standard of comparison in determining acceptability of texturing and staining work. Approved sample panels shall not be removed from the site until the completion of the work. Unapproved sample panels shall be removed and disposed of at no additional cost to the City.

When ordered by the Engineer, test panels shall become the property of the Contractor and shall be removed.

QUALIFICATIONS OF ARTIFICIAL ROCKWORK CONTRACTOR

The following qualifications are required of the artificial rockwork contractor and such qualifications.

1. Established firm with a minimum of five (5) years' experience in successfully constructing simulated natural rock formations for natural habitat exhibits of similar nature to the project. Established firm with a minimum of five (5) years' experience in carved rock application techniques.
2. The Contractor shall submit full documentation of construction crew, including superintendent and artist/sculptor

- personnel, detailing to the Engineer's satisfaction the experience of each person listed, including visual portfolios showing key individual's prior work, and their ability to perform all phases of the work. Artist/sculptor assigned and approved for the project shall remain until completion of the project. The Engineer reserves the right to request changes in the Contractor's personnel in order to obtain the highest level of talent available from that organization for this project. Substitution of any pre-qualified personnel shall be approved by the Engineer. Submittal shall also detail physical facilities and established quality control procedures, and a management capability sufficient to produce the required units without causing delay of the project.
3. The Contractor shall submit a list of five (5) recent, completed installations. The list shall indicate the project name and location, project budget for the Contractor's portion of the work, the designer, and the name, address and phone number of the Engineer.
 4. The Contractor shall submit photographic proof as references of experience and ability to construct artificial rock similar to those shown on the Plans and photographic references. These materials shall be used to evaluate the Contractor's ability and experience to perform this work.

Pre-qualified artificial rockwork contractors:

- CEMROCK Landscape, Inc.
Attn: Roger Conley
4790 South Julian Avenue
Tucson, Arizona 85714
Phone: (520) 571-1999 Fax: (520) 571-1888
- Drill Tech Drilling & Shoring, Inc.
Attn: Dana Lavoie
2200 Wymore Way
Antioch, CA 94509
Phone: (925) 978-2060 Fax: (925) 978-2063
dtds@drilltechdrilling.com
- Robert Hill & Associates
Attn: Robert Hill
(530) 891-4280 Office
(530) 891-0394 Fax
rhill@sunset.net

Bidder has the option to use a non pre-qualified artificial rockwork contractor. For a non pre-qualified artificial rockwork contractor to be used bidder shall submit, at least two weeks prior to bid opening, all documents required by this section. Qualified rockwork contractor shall be based on the criteria specified in these Specifications and approved by the California Coastal Commission.

FORMING

Backforming cost shall be included in the Contract Price.

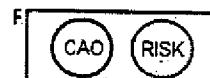
Where shotcreting is to be constructed above existing grade, and where angle or shape cannot be approximated by shaping engineered fill, use the backforming construction described below or an approved alternate method.

REINFORCEMENT

Place reinforcing steel in accordance with the Standard Specifications with spacing as determined by the artificial rockwork contractor. A minimum of #4 bars at 12" on center, each way, shall be provided.

Backform

Bend backform to conform approximately to the welded steel reinforcing frame and hold away from the nearest bars a minimum distance of two (2) inches. The Contractor may increase the thickness of the shotcrete to avoid matching exactly the steel reinforcing outline with the backform. However, the Engineer must approve variation from the steel outline.



Backform Ties

Fasten backform to the reinforcing bars with tie wires or anchor spacers. Space ties or spacers not more than 24 inches on center in all directions.

AESTHETIC JOINT PLACEMENT

Position construction and control joints to conform to the locations of natural occurring cracks and joints in the simulated rock and earth forms as shown on the Plans, and in photographs.

TEXTURING AND STAINING

Texturing and Staining shall simulate the texture, grain, pattern, surface relief, inclusions, and color of the adjoining real and faux rocks.

IMPORTANT: Extreme care must be exercised to replicate the appearance and character of the existing real and faux rocks to the maximum extent practicable. The Engineer shall have complete authority to stop work and require removal and replacement and/or modification of the work, at no additional cost to the City if, in the sole opinion of the Engineer, the physical or aesthetic quality of the work is not acceptable. If repeated attempts to produce an acceptable finish are not successful, the City reserves the right to terminate the remainder of the work under this section, at no additional cost to the City.

STAININGMaterials

The stain shall consist of a base and accent stain material. The base stain shall be an organic based non-toxic iron oxide derivative or metallic salt. The accent stain shall be a water-based solution of metallic salts that penetrate and react with the concrete surface to produce insoluble, abrasion-resistant color deposits in the pores of the concrete. The stain shall contain dilute acid to etch surface so that the staining ingredients can penetrate the concrete.

Stain shall be formulated and applied so that the final color of the stained concrete matches the existing appearance of the adjacent concrete or rock.

The rockwork contractor shall submit a copy of the stain manufacturer's recommendations and written application instructions to the Engineer not less than 10 calendar days before applying stain to sample panels.

Surface Preparation

Concrete surfaces to be stained shall be cured in conformance with the provisions in Section 90-7.01A, "Water Method," of the Standard Specifications and these special provisions.

Staining shall only be applied after the surface to be stained has been completely sculpted.

Surfaces to be stained shall be prepared in conformance with the requirements of SSPC-SP 13, "Surface Preparation of Concrete," of the SSPC: The Society for Protective Coatings.

Immediately before staining operations, the rockwork contractor shall clean all surfaces to be stained by water rinsing as defined in Section 59-1.03, "Application," of the Standard Specifications.

Staining

The rockwork contractor shall apply percentage strength applications of the base stain, in accordance with the manufacturer's recommendations, in order to achieve varying hues and darkness of colors that mimic and match the adjoining concrete or rock.

The stain shall be applied in conformance with the provisions for paint application in Section 59-1.02, "Weather Conditions," of the Standard Specifications, except that application of stain will not be permitted when the atmospheric or concrete surface temperature is at or below 50°F (10°C) or above 95°F (35°C).

The rockwork contractor shall apply the concrete stain in conformance with the manufacturer's recommendations in a minimum of 3 separate applications. At a minimum, the first and second applications shall consist of applying varying percentage strength mixtures of base stain to match the natural soil and rock colors of the adjacent natural and artificial

rock. The final application shall consist of applying accent stain.

The stain shall be applied uniformly, working to avoid excessive rundown. The stain shall be worked into the surface in circular motions with a nylon-bristled brush. Drips, puddles, or other irregularities shall be worked into the concrete.

After the last coat of stain has dried, the rockwork contractor shall rinse stained surfaces with water until the rinse water runs clear.

The contractor shall protect adjacent surfaces during staining operations. Any damage to adjacent surfaces resulting from staining operations shall be repaired at the contractor expense.

Approval of Finish Texturing and Staining Work

The work is artistic in nature and may require adjustments, reconstruction and/or demolition of completed work to obtain the desired appearance. All completed texturing and staining work shall be subject to approval by the Engineer. Modifications, demolition, or re-applications of texturing and staining required to bring the facing relief, detailing, and staining in compliance with the plans and special provisions shall be made at no additional cost to the County. Modifications requested by the Engineer exceeding the provisions of the plans and special provisions shall be additionally paid at the unit price. The Engineer's decision as to the aesthetic appearance shall be final.

Slurry Cement Grouting

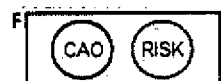
Contractor shall remove existing soil from within the RSP as shown on the plans. The RSP shall then be grouted with three sack slurry cement (minimum 282 pounds per cubic yard cementitious material) as shown on the plans. Slurry cement grout shall conform to Section 19 "Earthwork" of the Standard Specification.

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. Contractor is not expected to record deviation on the artificial rock features.

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.

(THIS PAGE INTENTIONALLY LEFT BLANK)



APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

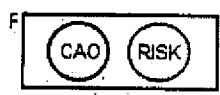
CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL – PHASE II (64C1409)

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Declaration of Bidder	_____
4. Acknowledgement of Addenda (if applicable)	_____
5. Noncollusion Declaration	_____
6. Debarment and Suspension Certification	_____
7. Certification of Workers' Compensation Insurance	_____
8. 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



CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL – PHASE II (64C1409)

CITY OF MONTEREY

PROPOSAL

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

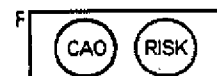
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans 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	Permit Compliance and Environmental Pollution Prevention Measures	1	LS		
3	Miscellaneous Earthwork	1	LS		
4	Faux Rock Structure	1	LS		
5	Granite Facing	1	LS		
6	Record Drawings	1	LS		
TOTAL BID (ITEMS 1 THROUGH 6) (In Words) _____					(In 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 Total Bid (Items 1 through 6).



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. _____	_____

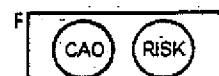
The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

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.

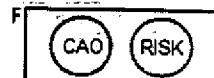
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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.

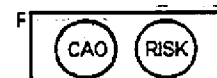
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

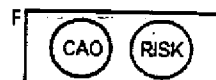
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

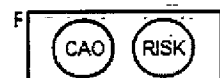
3. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of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

(Contractor Name)

By: _____
(Signature)



(THIS PAGE INTENTIONALLY LEFT BLANK)



APPENDIX B: COASTAL DEVELOPMENT PERMIT



California Coastal Commission

COASTAL DEVELOPMENT PERMIT

CDP 3-14-0569

(Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 1 of 9

Coastal development permit (CDP) number 3-14-0569 was approved by the California Coastal Commission on August 15, 2014. CDP 3-14-0569 provides for repair of 90 linear feet of undermined existing retaining wall and faux rock structure, construction of a new fiber reinforced polymer sheet pile wall covered with faux rock treatment, and restacking of existing rip rap located along an existing retaining wall and faux rock protection structure supporting the Custom House Plaza and Monterey Bay Coastal Recreation Trail adjacent to the Monterey Harbor between Fisherman's Wharf and Wharf II in the City of Monterey (all as more specifically described in the Commission's CDP file). CDP 3-14-0569 is subject to certain terms and conditions, including the standard and special conditions beginning on page 2 of this CDP.

As of September 23, 2014, all of the CDP's prior to issuance requirements have been met, and the CDP can now be issued. Thus, by my signature below, the CDP is issued on behalf of the California Coastal Commission:

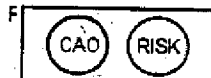
Susan Craig
Susan Craig, Central Coastal District Manager for Charles Lester, Executive Director

Acknowledgement

The undersigned Permittees acknowledge receipt of this coastal development permit and agree to abide by all terms and conditions thereof. The undersigned Permittees acknowledge that Government Code Section 818.4 (that states in pertinent part that "a public entity is not liable for injury caused by the issuance of any permit") applies to the issuance of this coastal development permit.

Michael McCarty
Permittee: Michael McCarty, City Manager, City of Monterey
Date: 10/1/2014

Please note that this coastal development permit is not valid unless and until a copy of it with the signed acknowledgement has been returned to the California Coastal Commission's Central Coast District Office (14 Cal. Admin. Code Section 13158(a)).



CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

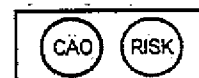
Page 2 of 9

Standard Conditions

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the Permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the Permittee to bind all future owners and possessors of the subject property to the terms and conditions.

Special Conditions

1. **Revised Final Plans.** PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the Permittee shall submit two copies of Revised Final Plans for Executive Director review and approval showing all development authorized by this CDP. The Revised Final Plans shall be in substantial conformance with the submitted project plans prepared by Whitson Engineers, and dated received in the Coastal Commission's Central Coast District Office on March 20, 2014 except that they should be revised as follows:
 - (a) **Faux Rock Treatment.** The sheet pile wall shall be faced with a sculpted concrete faux rock surface that mimics natural and faux rock outcroppings at the site in terms of color, texture, and undulation. The faux rock work shall be constructed as narrow as possible against the sheet pile wall to minimize its footprint while maximizing consistency with adjacent faux and natural rock outcroppings. Surfaces shall be of similar or better visual quality in this respect to the best examples in the project area, including those in existence at the project site. The color, texture, and undulations of the faux rock work shall be maintained throughout the life of the structure. PRIOR TO COMMENCEMENT OF FINISH CONCRETE SURFACING, the Permittee shall submit to the Executive Director for review and approval the qualifications of the contractor who will perform the finish concrete work, including photos of similar completed projects. Finish concrete work shall not commence until the Executive Director has approved of the finish concrete contractor. The Permittee shall undertake development in accordance with the approved plan.



CDP 3-14-0569 (Custom House Causeway Embankment Repair)

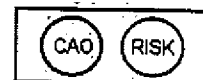
Issue Date: September 24, 2014

Page 3 of 9

- (b) **Rip Rap Restacking.** Any errant rip rap rock at the site that is located above the mean high water line shall be removed from the site and/or be relocated as close as possible to the base of the new sheet pile wall. Such rip rap shall be either buried at the base of the wall or incorporated into the new faux rock treatment, or some combination of both.
- (c) **Landscaping.** All landscaping shall utilize native and noninvasive plant species that are tolerant of salt air and salt spray, with a preference for species capable of trailing vegetation that can colonize steeper bluff areas and also screen the top of the seawall as seen from the beach as much as possible. All plants shall be kept in good growing condition and shall be replaced as necessary to maintain the approved vegetation over the life of the project. Regular monitoring and provisions for remedial action (such as replanting as necessary) shall be identified to ensure landscaping success.

All requirements of the approved Revised Final Plans shall be enforceable components of this CDP. The Permittee shall undertake all development in accordance with the approved Revised Final Plans.

2. **Construction Plan.** PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT the Permittee shall submit two sets of a Construction Plan to the Executive Director for review and approval. The Construction Plan shall, at a minimum, include the following:
- (a) **Construction Areas.** The Construction Plan shall identify the specific location of all construction areas, all staging areas, all storage areas, all construction access corridors (to the construction site and staging areas), and all public pedestrian access corridors. All such areas within which construction activities and/or staging are to take place shall be minimized in order to minimize construction encroachment on all publicly available pathways, beach, and beach access points, to have the least impact on public access.
- (b) **Construction Methods and Timing.** The Construction Plan shall specify the construction methods to be used, including all methods to be used to keep the construction areas separated from public recreational use areas (including using the space available on the blufftop portions of the project area for staging, storage, and construction activities to the maximum extent feasible provided it does not significantly adversely affect public access, and including using unobtrusive fencing (or equivalent measures) to delineate construction areas), and including all methods to be used to protect harbor waters. All erosion control/water quality best management practices to be implemented during construction and their location shall be noted.
- (c) **Construction Requirements.** The Construction Plan shall include the following construction requirements specified by written notes on the Construction Plan. Minor adjustments to the following construction requirements may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.
- All work shall take place during daylight hours, and lighting of the beach area is prohibited.



CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 4 of 9

- Construction work or equipment operations shall not be conducted below the mean high tide line unless tidal waters have receded from the authorized work areas, except removal of existing concrete, rip-rap, and rubble is allowed.
- Grading of intertidal areas is prohibited, except removal of existing concrete, rip-rap, and rubble is allowed in these areas.
- Only rubber-tired construction vehicles are allowed on the beach, except track vehicles may be used if the Executive Director determines that they are required to safely carry out construction. When transiting on the beach, all such vehicles shall remain as close to the bluff edge as possible and avoid contact with harbor waters.
- All construction materials and equipment placed seaward of the bluffs during daylight construction hours shall be stored beyond the reach of tidal waters. All construction materials and equipment shall be removed in their entirety from these areas by sunset each day that work occurs, except for erosion and sediment controls and/or construction area boundary fencing where such controls and/or fencing are placed as close to the toe of the coastal protection/bluff as possible, and are minimized in their extent.
- Construction (including but not limited to construction activities, and materials and/or equipment storage) is prohibited outside of the defined construction, staging, and storage areas.
- No work shall occur during weekends and/or the summer peak months (i.e., from the Saturday of Memorial Day weekend through Labor Day, inclusive) unless, due to extenuating circumstances (such as tidal issues or other environmental concerns), the Executive Director authorizes such work.
- Equipment washing, servicing, and refueling shall not take place on the beach, and shall only be allowed at a designated inland location as noted on the Plan. Appropriate best management practices shall be used to ensure that no spills of petroleum products or other chemicals take place during these activities.
- The construction site shall maintain good construction site housekeeping controls and procedures (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain, including covering exposed piles of soil and wastes; dispose of all wastes properly, place trash receptacles on site for that purpose, and cover open trash receptacles during wet weather; remove all construction debris from the beach; etc.).
- All erosion and sediment controls shall be in place prior to the commencement of construction as well as at the end of each workday. At a minimum, silt fences, or equivalent apparatus, shall be installed at the perimeter of the construction site to prevent construction-related runoff and/or sediment from entering into the harbor.
- All public recreational use areas impacted by construction activities shall be restored to their



CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 5 of 9

pre-construction condition or better within three days of completion of construction. Any native materials impacted shall be filtered as necessary to remove all construction debris.

- The Permittee shall notify planning staff of the Coastal Commission's Central Coast District Office at least three working days in advance of commencement of construction or maintenance activities, and immediately upon completion of construction or maintenance activities.

All requirements above and all requirements of the approved Construction Plan shall be enforceable components of this coastal development permit. The Permittee shall undertake development in accordance with this condition and the approved Construction Plan.

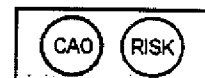
3. Construction Site Documents & Construction Coordinator. DURING ALL CONSTRUCTION:

(a) **Construction Site Documents.** Copies of the signed coastal development permit and the approved Construction Plan shall be maintained in a conspicuous location at the construction job site at all times, and such copies shall be available for public review on request. All persons involved with the construction shall be briefed on the content and meaning of the coastal development permit and the approved Construction Plan, and the public review requirements applicable to them, prior to commencement of construction.

(b) **Construction Coordinator.** A construction coordinator shall be designated to be contacted during construction should questions arise regarding the construction (in case of both regular inquiries and emergencies), and the coordinator's contact information (i.e., address, phone numbers, etc.) including, at a minimum, a telephone number that will be made available 24 hours a day for the duration of construction, shall be conspicuously posted at the job site where such contact information is readily visible from public viewing areas, along with an indication that the construction coordinator should be contacted in the case of questions regarding the construction (in case of both regular inquiries and emergencies). The construction coordinator shall record the name, phone number, and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry.

4. **Future Monitoring and Maintenance.** This CDP requires ongoing monitoring of the permitted armoring, and authorizes future maintenance as described in this special condition. The Permittee acknowledges and agrees on behalf of City of Monterey and all successors and assigns that: (a) it is Permittee's responsibility to maintain the permitted armoring in a structurally sound manner and in its approved state; and (c) it is Permittee's responsibility to annually, or more often, if necessary, inspect the overall permitted armoring for signs of failure. Any such maintenance-oriented development associated with the permitted armoring shall be subject to the following:

(a) **Maintenance.** "Maintenance," as it is understood in this condition, means development that would otherwise require a CDP whose purpose is to repair and/or maintain the permitted armoring in its approved configuration. Any proposed modifications to the approved as-built



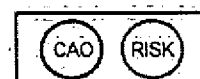
CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 6 of 9

plans or required construction BMPs associated with any maintenance event shall be reported to planning staff of the Coastal Commission's Central Coast District Office with the maintenance notification (described below), and such changes shall require a CDP amendment unless the Executive Director determines that the proposed modifications will not result in additional coastal resource impacts, in which case an amendment would not be required.

- (b) **Other Agency Approvals.** The Permittee acknowledges that this maintenance condition does not obviate the need to obtain permits from other agencies for any future maintenance and/or repair episodes.
- (c) **Maintenance Notification.** Prior to commencing any maintenance event, the Permittee shall notify, in writing, planning staff of the Coastal Commission's Central Coast District Office of the proposed maintenance activities. Except for necessary emergency interventions, such notice shall be given by first-class mail at least 30 days in advance of commencement of work. The notification shall include a detailed description of the maintenance event proposed, and shall include any plans, engineering and/or geology reports, proposed changes to the maintenance parameters, other agency authorizations, and other supporting documentation describing the maintenance event. The maintenance event shall not commence until the Permittee has been informed by planning staff of the Coastal Commission's Central Coast District Office that the maintenance event complies with this CDP. If the Permittee has not received a response within 30 days of receipt of the notification by the Coastal Commission's Central Coast District Office, the maintenance event shall be authorized as if planning staff affirmatively indicated that the event complies with this CDP. The notification shall clearly indicate that the maintenance event is proposed pursuant to this CDP, and that the lack of a response to the notification within 30 days of its receipt constitutes approval of it as specified in the permit.
- (d) **Maintenance Coordination.** Maintenance events shall, to the degree feasible, be coordinated with other maintenance events proposed in the immediate vicinity with the goal being to limit coastal resource impacts, including the length of time that construction occurs in and around the harbor and bluff area. As such, the Permittee shall make reasonable efforts to coordinate the Permittee's maintenance events with other adjacent events, including adjusting maintenance event scheduling as directed by planning staff of the Coastal Commission's Central Coast District Office.
- (e) **Construction Site Documents and Construction Coordinator.** All requirements set forth in **Special Condition 3** above ("Construction Site Documents & Construction Coordinator") shall apply to any maintenance event.
- (f) **Restoration.** The Permittee shall restore all bluff and rocky shore platform areas and all access points impacted by maintenance activities to their pre-construction condition or better at the conclusion of any maintenance event. Any native materials impacted shall be filtered as necessary to remove all construction debris from the area within three days of completion of construction. The Permittee shall notify planning staff of the Coastal Commission's Central



CDP 3-14-0569

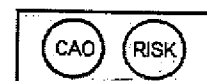
(Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 7 of 9

Coast District Office upon completion of restoration activities to arrange for a site visit to verify that all restoration activities are complete. If planning staff identifies additional reasonable measures necessary to restore the affected area, such measures shall be implemented as quickly as reasonably possible.

- (g) **Non-compliance with CDP.** If the Permittee is not in compliance with the conditions of this permit at the time that a maintenance event is proposed, then the maintenance event that might otherwise be allowed by the terms of this future maintenance condition may not be allowed by this condition, subject to determination by the Executive Director.
- (h) **Emergency.** Nothing in this condition shall serve to waive any Permittee rights that may exist in cases of emergency pursuant to Coastal Act Section 30611, Coastal Act Section 30624, and Subchapter 4 of Chapter 5 of Title 14, Division 5.5, of the California Code of Regulations (Permits for Approval of Emergency Work).
- (i) **Duration and Scope of Covered Maintenance.** Future maintenance under this CDP is allowed subject to the above terms throughout the length of the armoring approval (see **Special Condition 6**) subject to Executive Director review and approval every ten years to verify that there are not changed circumstances associated with such maintenance that necessitate re-review. It is the Permittee's responsibility to request Executive Director approval prior to the end of each ten-year maintenance period (i.e., with the first period running through August 15, 2024. Maintenance can be carried out beyond August 15, 2024 (and beyond subsequent ten-year periods) if the Permittee requests an extension prior to the end of each ten-year maintenance period and if the Executive Director extends the maintenance term in writing. The intent of this permit is to allow for 10-year extensions of the maintenance term for as long as the seawall remains authorized unless there are changed circumstances that may affect the consistency of this maintenance authorization with the policies of Chapter 3 of the Coastal Act and thus warrant a re-review of this maintenance condition. The Permittee shall maintain the permitted armoring in its approved state. No expansion or enlargement of the permitted armoring is allowed.
5. **Other Agency Review and Approval.** PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the Permittee shall submit to the Executive Director written evidence that all necessary permits, permissions, approvals, and/or authorizations for the approved project have been granted, including by the U.S. Army Corps of Engineers and the California Department of Fish and Wildlife. Any changes to the approved project required by these agencies shall be reported to the Executive Director. No changes to the approved project shall occur without a Commission amendment to this CDP unless the Executive Director determines that no amendment is legally necessary.
6. **Length of Armoring Approval.** This coastal development permit authorizes the approved armoring until the time when the public improvements inland of it are redeveloped, no longer present, or no longer require armoring, whichever happens first. If some portion of the public improvements is removed, while some portion is retained, the armoring shall be reduced or modified so that it is the minimum necessary to protect the public improvements that are retained. At such time (i.e., when



CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 8 of 9

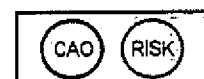
public improvements are removed or when the public improvements no longer require armoring), the Permittee shall submit a complete coastal development permit amendment application to the Coastal Commission to remove or modify the approved armoring and to appropriately restore the affected area.

(a) Amendment Required Proposing Mitigation for Retention of Armoring Beyond 20 Years.

If the Permittee intends to keep the armoring in place after August 15, 2034, the Permittee must submit a complete CDP amendment application prior to August 15, 2034 proposing mitigation for the coastal resource impacts associated with the retention of the armoring beyond 20 years (including, in relation to any potential modifications to the approved project desired by the Permittee at that time that may be part of such CDP application).

7. As-Built Plans. WITHIN 90 DAYS OF COMPLETION OF CONSTRUCTION, or within such additional time as the Executive Director may grant for good cause, the Permittee shall submit two copies of As-Built Plans for Executive Director review and approval showing all development authorized by this CDP in relation to development located within 100 feet of the bluff edge. The As-Built Plans shall be substantially consistent with the approved Revised Final Plans (see **Special Condition 1**). The As-Built Plans shall include a graphic scale and all elevation(s) shall be described in relation to National Geodetic Vertical Datum (NGVD). The As-Built Plans shall include color photographs (in hard copy and jpg format) that clearly show the as-built project and the surrounding area, and that are accompanied by a site plan that notes the location of each photographic viewpoint and the date and time of each photograph. At a minimum, the photographs shall be from a sufficient number of upcoast, downcoast, inland and seaward viewpoints as to provide complete photographic coverage of the permitted project at this location.

8. Sand Supply and Public Access Mitigation Fee. WITHIN 6 MONTHS OF CDP APPROVAL (or within such additional time as the Executive Director may grant for good cause), the Permittee shall submit to the Executive Director three valid bids for the cost of delivered beach quality sand for 1,913 cubic yards of sand. WITHIN 2 YEARS OF RECEIVING EXECUTIVE DIRECTOR APPROVAL OF THESE BIDS (or within such additional time as the Executive Director may grant for good cause), the Permittee shall provide evidence, in a form and content acceptable to the Executive Director, that a fee in an amount equal to the average of the three approved bids has been deposited into an interest bearing account held by the City of Monterey, or an Executive Director approved alternate entity, for the purposes of public access, recreation, or beach nourishment projects at or in the vicinity of the project site. The funds and any accrued interest shall be used for the above-stated purposes, in consultation with the Executive Director, within ten years of the funds being deposited into the account. The funds shall be released only upon approval of an appropriate project(s) by the Executive Director. Such approval shall set forth terms and conditions to assure that the funds will be expended in the manner intended by the Commission. If the funds are not spent on a project meeting the above-stated purposes within ten years of the funds being deposited in the account, the City of Monterey shall transfer the funds to an alternate entity, approved by the Executive Director, for use in a public access, recreation or beach nourishment project in the vicinity



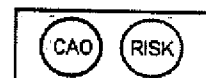
CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 9 of 9

of the project site. No changes to this condition shall occur without an amendment to this CDP unless the Executive Director determines that no amendment is legally required.

9. **Assumption of Risk, Waiver of Liability, and Indemnity.** By acceptance of this permit, the Permittee acknowledges and agrees, on behalf of himself and all successors and assigns: (i) that the site is subject to hazards from episodic and long-term shoreline retreat and coastal erosion, high seas, ocean waves, storms, tsunamis, tidal scour, coastal flooding, and the interaction of same; (ii) to assume the risks to the Permittee and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.



CITY OF MONTEREY

CAPITAL IMPROVEMENT PROGRAM

CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL PROJECT - PHASE 2

PROJECT NUMBER 84C1409

FOR USE IN CONNECTION WITH THE STANDARD DETAILS OF THE CITY OF MONTEREY AND THE STANDARD PLANS A STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, 2018 EDITION.

COASTAL DEVELOPMENT PERMIT SPECIAL CONDITIONS

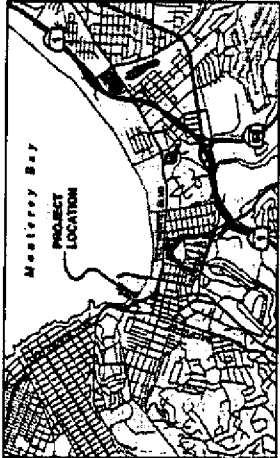
1. THE DEVELOPER SHALL MAINTAIN AN EROSION CONTROL PLAN FOR THE PROJECT AREA. THE PLAN SHALL BE APPROVED BY THE CITY ENGINEER AND THE COUNTY ENGINEER. THE PLAN SHALL BE MAINTAINED UPDATED THROUGHOUT THE PROJECT. THE PLAN SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER AND THE COUNTY ENGINEER. THE PLAN SHALL BE SUBJECT TO REVISION AS NECESSARY TO MAINTAIN COMPLIANCE WITH THE SPECIAL CONDITIONS. THE PLAN SHALL BE SUBJECT TO THE SUPERVISION AND CONTROL OF THE CITY ENGINEER AND THE COUNTY ENGINEER. THE PLAN SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE CITY ENGINEER AND THE COUNTY ENGINEER. THE PLAN SHALL BE SUBJECT TO THE SUPERVISION AND CONTROL OF THE CITY ENGINEER AND THE COUNTY ENGINEER. THE PLAN SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE CITY ENGINEER AND THE COUNTY ENGINEER.

GENERAL NOTES

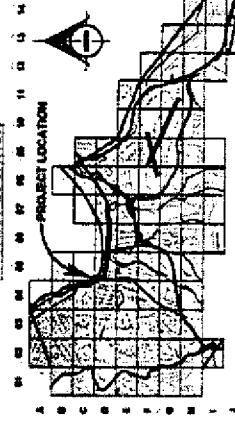
1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE COUNTY ENGINEER. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

SHEET INDEX

1	COVER SHEET	0A1
2	GENERAL SPEC'S	01A
3	PLAN, ELEVATION, SECTION AND DETAILS	01B
4	DETAILS	02A
5	PHOTO OF EXISTING FACE ROCKS AND CLAYEY FILL	02B



PROJECT LOCATION



SCALE 1" = 100'

CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL PROJECT - PHASE 2
COVER SHEET
CITY OF MONTEREY - CAPITAL IMPROVEMENT PROGRAM
PROJECT NUMBER 84C1409

SURVEY AND EXISTING CONDITIONS

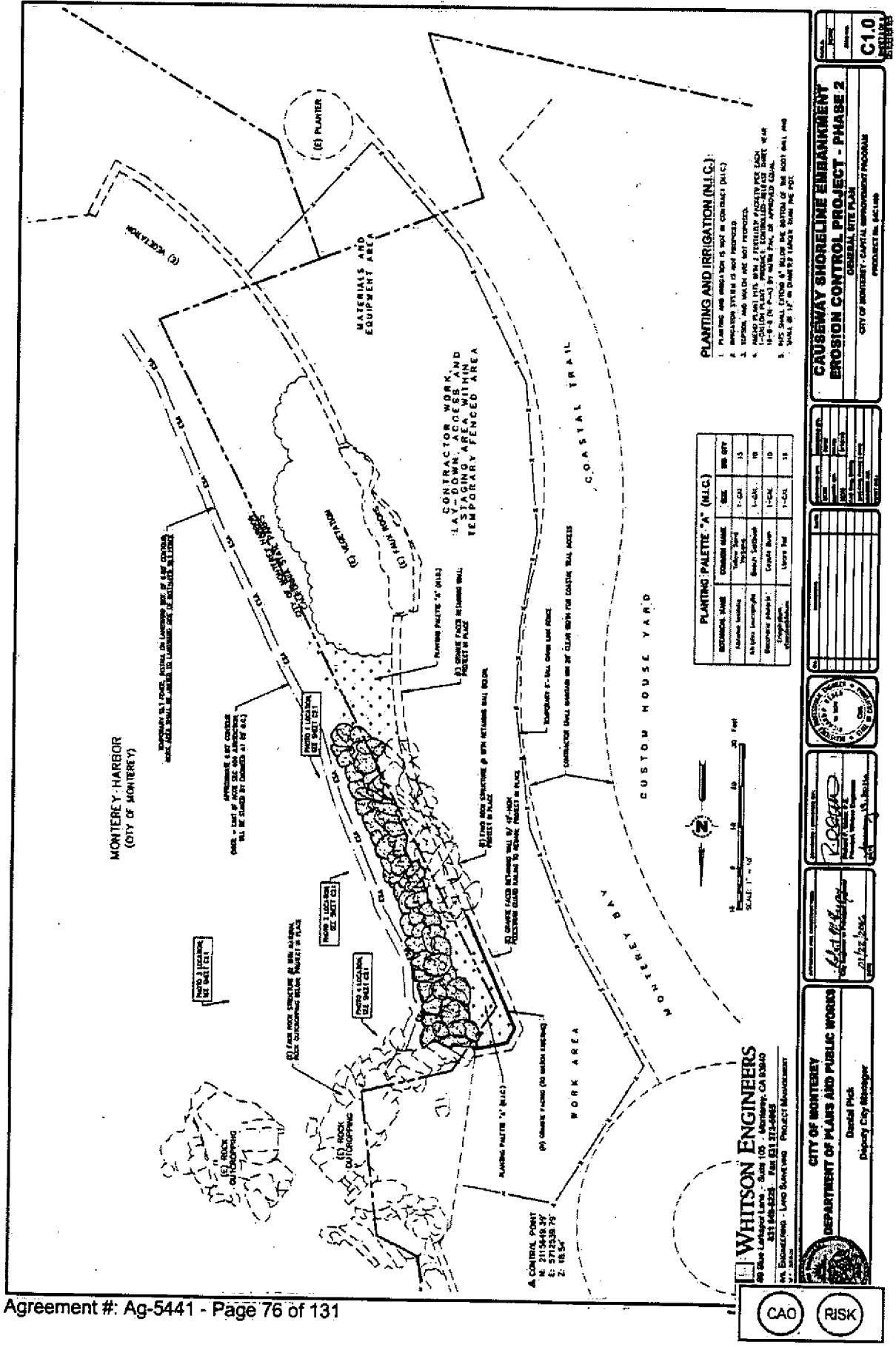
1. SURVEYING SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, 2018 EDITION.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.



WHITSON ENGINEERS
531 S. G Street
San Jose, CA 95128
(408) 551-3800
www.whitsonengineers.com

CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS
Deirdre Park
Deputy City Manager





- PLANTING AND IRRIGATION (M.I.C.):**
1. PLANTING AND IRRIGATION IS NOT IN CONTRACT (M.I.C.)
 2. IRRIGATION SYSTEM IS NOT INSTALLED
 3. TOPSOIL AND MULCH ARE NOT INSTALLED
 4. PLANTING SHALL BE DONE AT THE CONTRACTOR'S FACILITY FOR EACH 10-15' x 10' (M.I.C.) BY THE END OF THE PROJECT YEAR
 5. M.I.C. SHALL BE DONE AT THE BOTTOM OF THE ROOT BALL AND SHALL BE 12" IN DIAMETER LARGER THAN THE POT

PLANTING PALETTE "A" (MISC.)	COMMON NAME	SIZE	NO. PER CITY
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15
Albizia leonensis	White Tree	1-1/2" x 1-1/2"	15

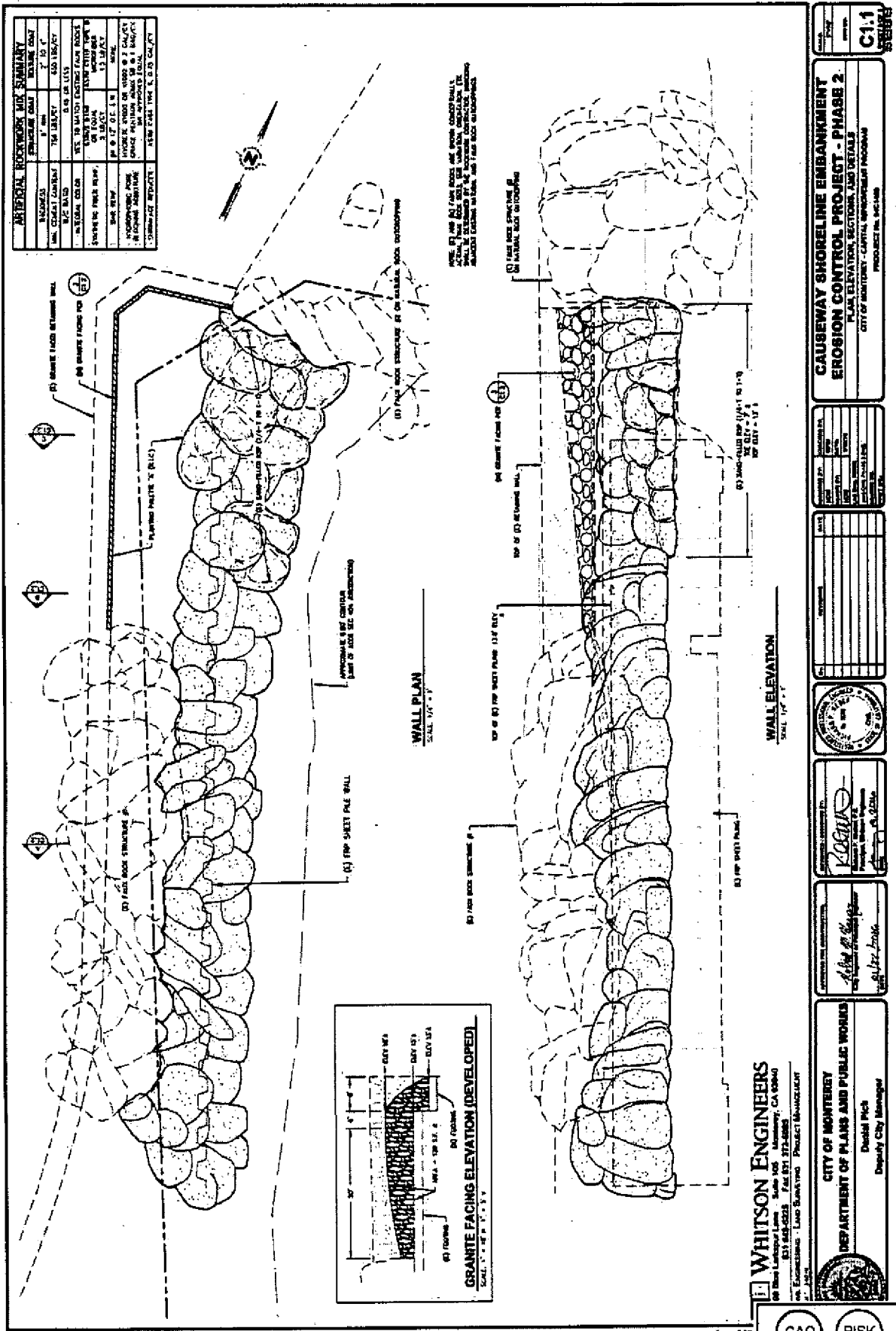
WHITSON ENGINEERS
 400 Blue Lakes Lane - Suite 100
 Monterey, CA 93940
 (408) 848-8225 FAX (408) 848-8248
 M. E. Whitson - Lead Surveyor PROJECT MANAGER

CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS
 Daniel Peck
 Deputy City Manager

Professional Engineer Seal
 Professional Surveyor Seal
 Professional Land Surveyor Seal
 Professional Geologist Seal
 Professional Geotechnical Engineer Seal
 Professional Civil Engineer Seal
 Professional Mechanical Engineer Seal
 Professional Electrical Engineer Seal
 Professional Architect Seal
 Professional Landscape Architect Seal
 Professional Planning Seal
 Professional Public Works Seal
 Professional Fire Marshal Seal
 Professional Fire Inspector Seal
 Professional Fire Investigator Seal
 Professional Fire Prevention Officer Seal
 Professional Fire Safety Officer Seal
 Professional Fire Alarm Technician Seal
 Professional Fire Alarm Installer Seal
 Professional Fire Alarm Repairer Seal
 Professional Fire Alarm Tester Seal
 Professional Fire Alarm Receiver Seal
 Professional Fire Alarm Control Panel Seal
 Professional Fire Alarm System Seal
 Professional Fire Alarm System Installer Seal
 Professional Fire Alarm System Repairer Seal
 Professional Fire Alarm System Tester Seal
 Professional Fire Alarm System Receiver Seal
 Professional Fire Alarm System Control Panel Seal
 Professional Fire Alarm System System Seal
 Professional Fire Alarm System System Installer Seal
 Professional Fire Alarm System System Repairer Seal
 Professional Fire Alarm System System Tester Seal
 Professional Fire Alarm System System Receiver Seal
 Professional Fire Alarm System System Control Panel Seal
 Professional Fire Alarm System System System Seal

C1.0
 SHEET

CAO RISK



MATERIAL SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT
1	GRAVEL	150	CU YD
2	CONCRETE	150	CU YD
3	STEEL	150	CU YD
4	ROCK	150	CU YD
5	WOOD	150	CU YD
6	PAINT	150	CU YD
7	REINFORCING	150	CU YD
8	GEOTEXTILE	150	CU YD
9	SEALANT	150	CU YD
10	ADHESIVE	150	CU YD

WHITSON ENGINEERS
 1000 Lakeside Drive, Suite 100
 Monterey, CA 93940
 Tel: 831.372.1000 Fax: 831.372.1001
 www.whitson.com

CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS
 David Puck
 Deputy City Manager

CAUSEWAY SHORELINE EMBANKMENT
EROSION CONTROL PROJECT - PHASE 2
 PLAN, ELEVATION, SECTIONAL AND DETAILS
 CITY OF MONTEREY - CAPITAL IMPROVEMENT PROGRAM
 PROJECT NO. 14-1148

CAO RISK

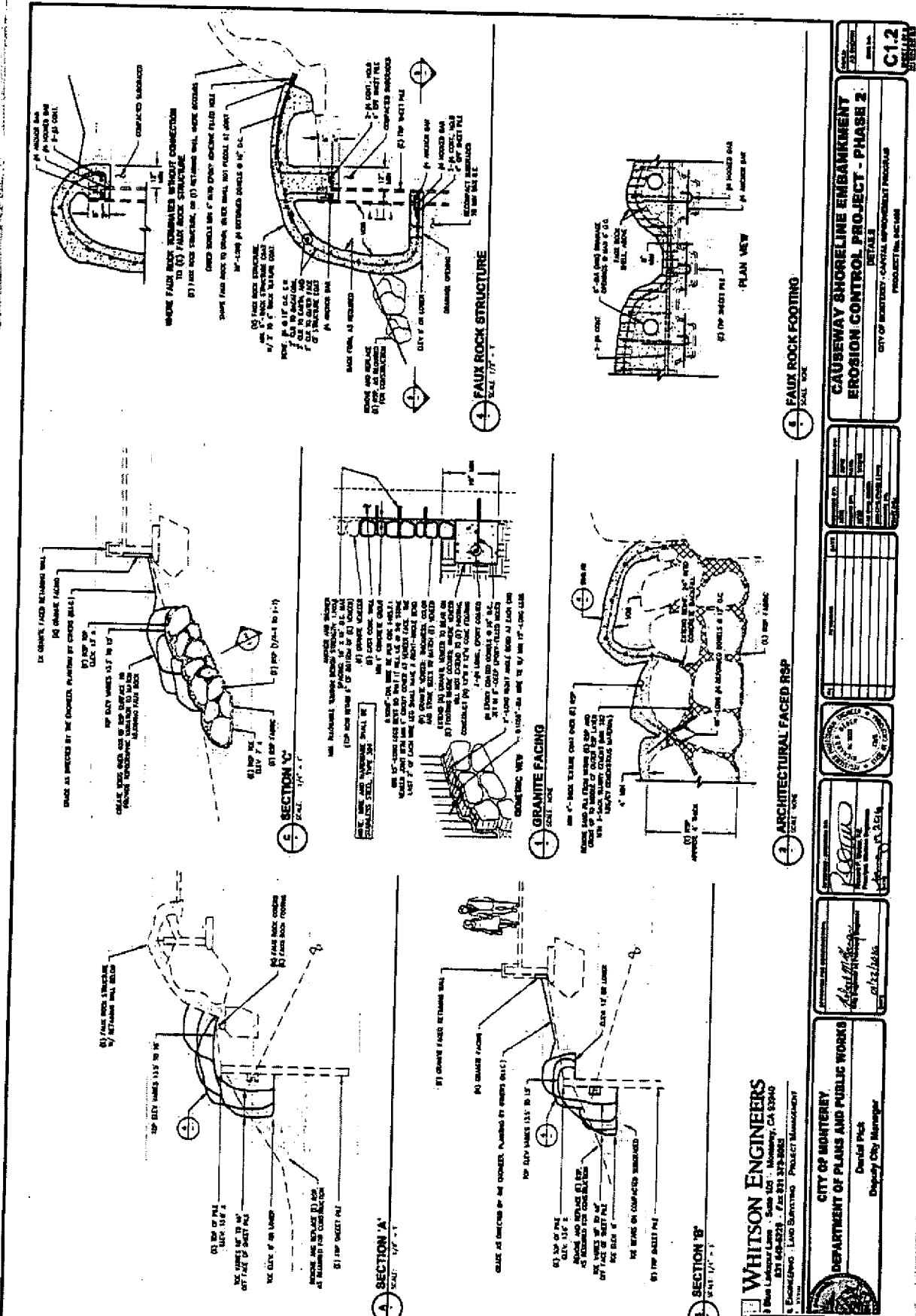


PHOTO 1

PHOTO 2

PHOTO 3

PHOTO 4

WHITSON ENGINEERS
 1000 Lakeside Blvd., Suite 1000, San Francisco, CA 94134
 Tel: 415.774.8888 Fax: 415.774.8885
 www.whitson.com License No. 00000000000000000000000000000000

CITY OF MONTEREY
 DEPARTMENT OF PLANS AND PUBLIC WORKS
 Donald Pich Deputy City Manager

CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL PROJECT - PHASE 2
 PHOTO OF EXISTING FAUX ROCKS AND GRANITE FACING
 CITY OF MONTEREY - CAPITAL IMPROVEMENT PROGRAM
 PROJECT No. NCT-148

NO. _____	DATE _____	SCALE _____	SHEET NO. _____	TOTAL SHEETS _____
Robert J. Pich Professional Engineer No. 10000 State of California Mechanical				
Donald Pich Professional Engineer No. 10000 State of California Civil				

CAO

RISK



February 2, 2016

TO: All Plan holders

SUBJECT: Causeway Shoreline Embankment Erosion Control Phase II
ADDENDUM No. 1

Bid Opening Date: 2:00 p.m. February 23, 2016

Sent Via: Web Posting on City of Monterey EBidBoard

Acknowledge this Addendum No. 1, and any subsequent addenda, in your Bid Proposal, Part II, Page 4. Failure to list this addendum may result in a non-responsive bid.

Specifications are amended as follows:

1. Attached are copies of the California Prevailing Wage rates. Contractor shall abide with all provisions as stated in Part I, Page 1 "Prevailing Wages" of the Specifications.
2. Part IV, Page 21: Technical Specifications is amended to include the following additional specifications immediately prior to the Section "FORMING:"

"QUALIFICATIONS OF LEAD ARTIST/SCULPTOR/ARTISAN

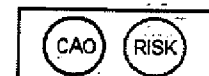
Lead Artist/Sculptor/Artisan shall have at least five years of experience in finished shotcrete texturing and staining work replicating native geological units concealed by shotcrete and has acted as the lead person on at least three similar projects totaling at least 20,000 square feet of wall face areas. A resume describing applicable qualifications and experience shall be included in the bid proposal.

QUALIFICATIONS OF SHOTCRETE NOZZLEMAN

Shotcrete nozzleman shall have at least three years of experience in shotcrete application for finish shotcrete texturing work. A resume describing applicable qualifications and experience shall be included in the bid proposal."

3. Part IV, Page 21: Technical Specifications is amended to include the following additional pre-qualified artificial rockwork contractor:

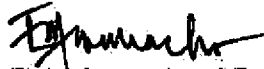
Island Pool and Spas
Attn.: Terry Levea
3700 West Way
Sacramento, CA 98521
Phone: (916)869-9201
Terry@sculptyourstone.com



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., February 23, 2016.

If you have any additional questions, please contact Elvie Camacho at (831) 646-3783 .

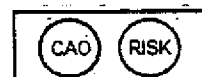
Sincerely,



Elvie Camacho, PE, QSP
Senior Engineer
City of Monterey

Cc: Finance Department
Megan Beckman
Whitson Engineers

Attachment: CA Prevailing Wages



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-83-1-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016¹ Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other Payments	Hours ^f	Total Hourly Rate	Daily/ Saturday ^g 1 1/2X	Sunday and Holiday 2X			
Classification Group ^h	Area 1 ^b	Area 2 ^c					Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	
Group 1	\$40.97	\$42.97	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$70.40	\$72.40	\$90.89	\$93.89	\$111.37	\$115.37
Group 2	\$39.44	\$41.44	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$68.87	\$70.87	\$88.59	\$91.59	\$108.31	\$112.31
Group 3	\$37.96	\$39.96	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$67.39	\$69.39	\$86.37	\$89.37	\$105.35	\$109.35
Group 4	\$36.58	\$38.58	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$66.01	\$68.01	\$84.30	\$87.30	\$102.59	\$106.59
Group 5	\$35.31	\$37.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$64.74	\$66.74	\$82.40	\$85.40	\$100.05	\$104.05
Group 6	\$33.99	\$35.99	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$63.42	\$65.42	\$80.42	\$83.42	\$97.41	\$101.41
Group 7	\$32.65	\$34.65	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$62.28	\$64.28	\$78.71	\$81.71	\$95.13	\$99.13
Group 8	\$31.71	\$33.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$61.14	\$63.14	\$77.00	\$80.00	\$92.85	\$96.85
Group 8-A	\$29.50	\$31.50	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$58.93	\$60.93	\$73.88	\$76.88	\$88.43	\$92.43
Group 1-A	\$41.85	\$43.85	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$71.28	\$73.28	\$92.21	\$95.21	\$113.13	\$117.13
Truck Crane Assistant to Engineer	\$34.88	\$36.88	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$64.31	\$66.31	\$81.75	\$84.75	\$99.19	\$103.19
Assistant to Engineer	\$32.59	\$34.59	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$62.02	\$64.02	\$78.32	\$81.32	\$94.61	\$98.61
Group 2-A	\$40.09	\$42.09	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$69.52	\$71.52	\$89.57	\$92.57	\$109.81	\$113.81
Truck Crane Assistant to Engineer	\$34.82	\$36.82	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$64.05	\$66.05	\$81.38	\$84.38	\$98.67	\$102.67
Assistant to Engineer	\$32.38	\$34.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$61.81	\$63.81	\$78.00	\$81.00	\$94.19	\$98.19
Group 3-A	\$36.35	\$40.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$67.78	\$69.78	\$86.96	\$89.96	\$108.13	\$110.13
Truck Crane Assistant to Engineer	\$34.38	\$36.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$63.81	\$65.81	\$81.00	\$84.00	\$98.19	\$102.19
Hydraulic	\$33.99	\$35.99	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$63.42	\$65.42	\$80.42	\$83.42	\$97.41	\$101.41
Assistant to Engineer	\$32.10	\$34.10	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$61.53	\$63.53	\$77.58	\$80.58	\$93.83	\$97.83
Group 4-A	\$35.31	\$37.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	\$64.74	\$66.74	\$82.40	\$85.40	\$100.05	\$104.05

Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classifications within each group, see pages 39B-40.

^b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

^d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

^e Includes an amount for supplemental dues.

^f When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 39A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 8700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

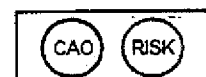


Exhibit A

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Group 1	\$28.57	\$16.22	\$6.00	\$2.15	\$0.85	^a \$0.58	8	\$54.37	\$68.655	\$68.655	\$82.94
Group 2	28.87	16.22	6.00	2.15	0.85	^a 0.58	8	54.67	69.105	69.105	83.54
Group 3	29.17	16.22	6.00	2.15	0.85	^a 0.58	8	54.97	69.555	69.555	84.14
Group 4	29.52	16.22	6.00	2.15	0.85	^a 0.58	8	55.32	70.08	70.08	84.84
Group 5	29.87	16.22	6.00	2.15	0.85	^a 0.58	8	55.67	70.605	70.605	85.54
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) ^c											
	^d Step I – 1 st 1000 Hours										
	^e Step II – 2 nd 1000 Hours										
	^f Step III – 3 rd 1000 Hours										

^a Supplemental Dues and Contract Administration.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

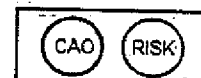
^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification ^a (Journey person)	Basic Hourly Rate ^b	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
AREA 1^c											
Construction Specialist	29.49	7.54	10.38	2.63	0.43	0.22	8	50.69	65.435	65.435	80.18
Group 1; Group 1(B) ^d	28.79	7.54	10.38	2.63	0.43	0.22	8	49.99	64.385	64.385	78.78
Group 1 (A)	29.01	7.54	10.38	2.63	0.43	0.22	8	50.21	64.715	64.715	79.22
Group 1 (C)	28.84	7.54	10.38	2.63	0.43	0.22	8	50.04	64.46	64.46	78.88
Group 1 (E)	29.34	7.54	10.38	2.63	0.43	0.22	8	50.54	65.21	65.21	79.88
Group 1 (F-1)	29.37	7.54	10.38	2.63	0.43	0.22	8	50.57	65.255	65.255	79.94
Group 1 (F-2)	28.39	7.54	10.38	2.63	0.43	0.22	8	49.59	63.785	63.785	77.98
Group 1 (G)	28.99	7.54	10.38	2.63	0.43	0.22	8	50.19	64.685	64.685	79.18
Group 2	28.64	7.54	10.38	2.63	0.43	0.22	8	49.84	64.16	64.16	78.48
Group 3; Group 3(A)	28.54	7.54	10.38	2.63	0.43	0.22	8	49.74	64.01	64.01	78.28
Group 4; Group 4(B)	22.23	7.54	10.38	2.63	0.43	0.22	8	43.43	54.545 ^d	54.545 ^d	65.66 ^d
Group 6	29.75	7.54	10.38	2.63	0.43	0.22	8	50.95	65.825	65.825	80.70
Group 6 (A)	29.25	7.54	10.38	2.63	0.43	0.22	8	50.45	65.075	65.075	79.70
Group 6 (C)	28.66	7.54	10.38	2.63	0.43	0.22	8	49.86	64.19	64.19	78.52
Group 7 - Stage 1 (1 st 6 months)	19.98	7.54	10.38	2.63	0.43	0.22	8	41.18	51.17	51.17	61.16
Stage 2 (2 nd 6 months)	22.83	7.54	10.38	2.63	0.43	0.22	8	44.03	55.445	55.445	66.86
Stage 3 (3 rd 6 months)	25.69	7.54	10.38	2.63	0.43	0.22	8	46.89	59.735	59.735	72.58
AREA 2^c											
Construction Specialist	28.49	7.54	10.38	2.63	0.43	0.22	8	49.69	63.935	63.935	78.18
Group 1; Group 1(B) ^d	27.79	7.54	10.38	2.63	0.43	0.22	8	48.99	62.885	62.885	76.78
Group 1 (A)	28.01	7.54	10.38	2.63	0.43	0.22	8	49.21	63.215	63.215	77.22
Group 1 (C)	27.84	7.54	10.38	2.63	0.43	0.22	8	49.04	62.96	62.96	76.88
Group 1 (E)	28.34	7.54	10.38	2.63	0.43	0.22	8	49.54	63.71	63.71	77.88
Group 1 (F-1)	28.37	7.54	10.38	2.63	0.43	0.22	8	49.57	63.755	63.755	77.94
Group 1 (F-2)	27.39	7.54	10.38	2.63	0.43	0.22	8	48.59	62.285	62.285	75.98
Group 2	27.64	7.54	10.38	2.63	0.43	0.22	8	48.84	62.66	62.66	76.48
Group 3; Group 3(A)	27.54	7.54	10.38	2.63	0.43	0.22	8	48.74	62.51	62.51	76.28
Group 4; Group 4(B)	21.23	7.54	10.38	2.63	0.43	0.22	8	42.43	53.045 ^d	53.045 ^d	63.66 ^d
Group 6	28.75	7.54	10.38	2.63	0.43	0.22	8	49.95	64.325	64.325	78.70
Group 6 (A)	28.25	7.54	10.38	2.63	0.43	0.22	8	49.45	63.575	63.575	77.70
Group 6 (C)	27.66	7.54	10.38	2.63	0.43	0.22	8	48.86	62.69	62.69	76.52
Group 7 - Stage 1 (1 st 6 months)	19.28	7.54	10.38	2.63	0.43	0.22	8	40.48	50.12	50.12	59.76
Stage 2 (2 nd 6 months)	22.03	7.54	10.38	2.63	0.43	0.22	8	43.23	54.245	54.245	65.26
Stage 3 (3 rd 6 months)	24.79	7.54	10.38	2.63	0.43	0.22	8	45.99	58.385	58.385	70.78

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP) TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER. MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

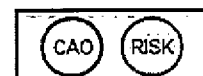
e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.



CONSTRUCTION SPECIALIST

ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH LABORER'S WORK
MASONRY AND PLASTER TENDER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)
BARCO, WACKER AND SIMILAR TYPE TAMPERS
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND 1/4 YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
ORI PAK-IT MACHINE
FALLER, LOCLoader AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS
PAYEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK
VIBRATORS

GROUP 1(A)

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1(B) - SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

GROUP 1(C)

BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1(D)

SEE FOOTNOTE A ON PAGE 49

GROUP 1(E)

WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH) SHAFT IS AN OPENING MORE THAN 14 FEET LONG AND 18 INCHES OR MORE IN DIAMETER

GROUP 1(F-1)

ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1(F-2)

ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1(G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)

SEE FOOTNOTE A ON PAGE 49

GROUP 2

ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING WORK)
CONCRETE BUCKET DUMPER AND CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) - SEE ALSO SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3

CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND FILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVEMENT MACHINES
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
WHEELBARRROW, INCLUDING POWER DRIVEN

GROUP 3(A) - SEE GROUP 3 RATES

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

GROUP 4

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS

GROUP 6

STRUCTURAL NOZZLEMAN

GROUP 6(A)

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6(B) - SEE GROUP 4 RATES

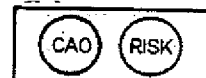
GUNITE TRAINER (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINER RECEIVES THE JOURNEYMAN SCALE.)
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6(C)

REBOUNDMAN

GROUP 7

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE.)
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

DETERMINATION: NC-23-102-1-2015-2A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

Classification ^a (Journyperson)	Basic Hourly Rate ^f	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
AREA 1^c											
Construction Specialist	32.49	7.54	10.38	2.63	0.43	0.22	8	53.69	69.935	69.935	86.18
Group 1; Group 1(B) ^d	31.79	7.54	10.38	2.63	0.43	0.22	8	52.99	68.885	68.885	84.78
Group 1 (A)	32.01	7.54	10.38	2.63	0.43	0.22	8	53.21	69.215	69.215	85.22
Group 1 (C)	31.84	7.54	10.38	2.63	0.43	0.22	8	53.04	68.96	68.96	84.88
Group 1 (E)	32.34	7.54	10.38	2.63	0.43	0.22	8	53.54	69.71	69.71	85.88
Group 1 (F-1)	32.37	7.54	10.38	2.63	0.43	0.22	8	53.57	69.755	69.755	85.94
Group 1 (F-2)	31.39	7.54	10.38	2.63	0.43	0.22	8	52.59	68.285	68.285	83.98
Group 1 (G)	31.99	7.54	10.38	2.63	0.43	0.22	8	53.19	69.185	69.185	85.18
Group 2	31.64	7.54	10.38	2.63	0.43	0.22	8	52.84	68.66	68.66	84.48
Group 3; Group 3(A)	31.54	7.54	10.38	2.63	0.43	0.22	8	52.74	68.51	68.51	84.28
Group 4; Group 6(B)	25.23	7.54	10.38	2.63	0.43	0.22	8	46.43	59.045 ^d	59.045 ^d	71.66 ^d
Group 6	32.75	7.54	10.38	2.63	0.43	0.22	8	53.95	70.325	70.325	86.70
Group 6 (A)	32.25	7.54	10.38	2.63	0.43	0.22	8	53.45	69.575	69.575	85.70
Group 6 (C)	31.66	7.54	10.38	2.63	0.43	0.22	8	52.86	68.69	68.69	84.52
Group 7 - Stage 1 (1 st 6 months)	22.98	7.54	10.38	2.63	0.43	0.22	8	44.18	55.67	55.67	67.16
Stage 2 (2 nd 6 months)	25.83	7.54	10.38	2.63	0.43	0.22	8	47.03	59.945	59.945	72.86
Stage 3 (3 rd 6 months)	28.69	7.54	10.38	2.63	0.43	0.22	8	49.89	64.235	64.235	78.58
AREA 2^c											
Construction Specialist	31.34	7.54	10.38	2.63	0.43	0.22	8	52.54	68.21	68.21	83.88
Group 1; Group 1(B) ^d	30.64	7.54	10.38	2.63	0.43	0.22	8	51.84	67.16	67.16	82.48
Group 1 (A)	30.86	7.54	10.38	2.63	0.43	0.22	8	52.06	67.49	67.49	82.92
Group 1 (C)	30.69	7.54	10.38	2.63	0.43	0.22	8	51.89	67.235	67.235	82.58
Group 1 (E)	31.19	7.54	10.38	2.63	0.43	0.22	8	52.39	67.985	67.985	83.58
Group 1 (F-1)	31.22	7.54	10.38	2.63	0.43	0.22	8	52.42	68.03	68.03	83.64
Group 1 (F-2)	30.24	7.54	10.38	2.63	0.43	0.22	8	51.44	66.56	66.56	81.68
Group 2	30.49	7.54	10.38	2.63	0.43	0.22	8	51.69	66.935	66.935	82.18
Group 3; Group 3(A)	30.39	7.54	10.38	2.63	0.43	0.22	8	51.59	66.785	66.785	81.98
Group 4; Group 6(B)	24.08	7.54	10.38	2.63	0.43	0.22	8	45.28	57.32 ^d	57.32 ^d	69.36 ^d
Group 6	31.60	7.54	10.38	2.63	0.43	0.22	8	52.80	68.60	68.60	84.40
Group 6 (A)	31.10	7.54	10.38	2.63	0.43	0.22	8	52.30	67.85	67.85	83.40
Group 6 (C)	30.51	7.54	10.38	2.63	0.43	0.22	8	51.71	66.965	66.965	82.22
Group 7 - Stage 1 (1 st 6 months)	22.13	7.54	10.38	2.63	0.43	0.22	8	43.33	54.395	54.395	65.46
Stage 2 (2 nd 6 months)	24.88	7.54	10.38	2.63	0.43	0.22	8	46.08	58.52	58.52	70.96
Stage 3 (3 rd 6 months)	27.64	7.54	10.38	2.63	0.43	0.22	8	48.84	62.66	62.66	76.48

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/oprl/PWAPPWAGE/PWAPPWAGESTART.ASP) TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012. PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML)

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/oprl/PWD). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/oprl/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.



CLASSIFICATIONS:

GROUP 1

Dump Trucks under 6 yards
 Single Unit Flat Rack (2 axle unit)
 Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
 Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
 Concrete pump machine
 Snow Buggy
 Steam Cleaning
 Bus or Manhaul Driver
 Escort or Pilot Car Driver
 Pickup Truck
 Teamster Oiler/Greaser/and or Serviceman
 Hook Tenders
 Team Drivers
 Warehouseman
 Tool Room Attendant (Refineries)
 Fork Lift and Lift Jitneys
 Warehouse Clerk/Parts Man
 Fuel and/or Grease Truck Driver or Fuelman
 Truck Repair Helper
 Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

GROUP 2

Dump Trucks 6 yards Under 8 yards
 Transit Mixers through 10 yards
 Water Trucks Under 7000 gals.
 Jetting Trucks Under 7000 gals.
 Single Unit flat rack (3 axle unit)
 Highbed Heavy Duty Transport
 Scissor Truck
 Rubber Tired Muck Car (not self-loaded)
 Rubber Tired Truck Jumbo
 Winch Truck and "A" Frame Drivers
 Combination Winch Truck With Hoist
 Road Oil Truck or Bootman
 Buggymobile
 Ross, Hyster and similar Straddle Carrier
 Small Rubber Tired Tractor
 Truck Dispatcher

GROUP 3

Dump Trucks 8 yards and including 24 yards
 Transit Mixers Over 10 yards
 Water Trucks 7000 gals and over
 Jetting Trucks 7000 gals and over
 Vacuum Trucks under 7500 gals
 Trucks Towing Tilt Bed or Flat Bed Pull Trailers
 Heavy Duty Transport Tiller Man
 Tire Repairman

GROUP 3 (continued)

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit
 Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
 P.B. or Similar Type Self Loading Truck
 Combination Bootman and Road Oiler
 Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
 Ammonia Nitrate Distributor, Driver and Mixer
 Snow Go and/or Plow

GROUP 4

Dump Trucks over 25 yards and under 65 yards
 Vacuum Trucks 7500 gals and over.
 Truck Repairman
 Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers
 Helicopter Pilots
 Lowbed Heavy Duty Transport (up to and including 7 axles)
 DW 10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5

Dump Truck 65 yards and over
 Holland Hauler
 Lowbed Heavy Duty Transport (over 7 axles)

GROUP 6 (Use dump truck yardage rate)

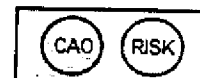
Articulated Dump Truck
 Bulk Cement Spreader (w/ or w/o Auger)
 Dumpcrete Truck
 Skid Truck (Debris Box)
 Dry Pre-Batch Concrete Mix Trucks
 Dumpster or Similar Type
 Slurry Truck

GROUP 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer
 Asphalt Burner
 Scarifier Burner
 Fire Guard
 Industrial Lift Truck (mechanical tailgate)
 Utility and Clean-up Truck
 Composite Crewman

GROUP 8

Trainee



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2015-1A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification ⁸ (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training Other Payments	Other Payments			Daily 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Group 1	\$30.57	\$16.22	\$6.00	\$2.15	\$0.85	^a \$0.58	8	\$56.37	\$71.655	\$71.655	\$86.94
Group 2	30.87	16.22	6.00	2.15	0.85	^a 0.58	8	56.67	72.105	72.105	87.54
Group 3	31.17	16.22	6.00	2.15	0.85	^a 0.58	8	56.97	72.555	72.555	88.14
Group 4	31.52	16.22	6.00	2.15	0.85	^a 0.58	8	57.32	73.08	73.08	88.84
Group 5	31.87	16.22	6.00	2.15	0.85	^a 0.58	8	57.67	73.605	73.605	89.54
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) ^c											
	^d Step I – 1 st 1000 Hours										
	^e Step II – 2 nd 1000 Hours										
	^f Step III – 3 rd 1000 Hours										

^a Supplemental Dues and Contract Administration.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

⁸ For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



DETERMINATION: NC-23-63-1-2015-2

CLASSIFICATIONS

GROUP 1

Drill Equipment, over 200,000 lbs
Operator of Helicopter (when used in erection work)
Hydraulic Excavator 7 cu yds and over
Power Shovels, over 7 cu yds

GROUP 2

Highline Cableway
Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds
Licensed Construction Work Boat Operator, On Site
Microtunneling Machine
Power Blade Operator (finish)
Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

GROUP 3

Asphalt Milling Machine
Cable Backhoe
Combination Backhoe and Loader over 3/4 cu yds
Continuous Flight Tie Back Machine
Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply
Crane Mounted Drill Attachments, Tonnage to apply
Dozer, Slope Board
Drill Equipment, over 100,000 lbs up to and including 200,000 lbs
Gradall
Hydraulic Excavator up to 3 1/2 cu yds
Loader 4 cu yds and over
Long Reach Excavator
Multiple Engine Scrapers (when used as push pull)
Power Shovels, up to and including 1 cu yd
Pre-Stress Wire Wrapping machine
Side Boom Cat, 572 or larger
Track Loader 4 cu yds and over
Wheel Excavator (up to and including 750 cu yds per hour)

GROUP 4

Asphalt Plant Engineer/Boxman
Chicago Boom
Combination Backhoe and Loader up to and including 3/4 cu yds
Concrete Batch Plants (wet or dry)
Dozer and/or Push Cat
Drill Equipment, over 50,000 lbs up to and including 100,000 lbs
Pull-Type Elevating Loader
Gradesetter, Grade Checker (GPS, mechanical or otherwise)
Grooving and Grinding Machine
Heading Shield Operator
Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar
Heavy Duty Repairman and/or Welder
Lime Spreader
Loader under 4 cu yds
Lubrication and Service Engineer (mobile and grease rack)
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar)
Miller Formless M-9000 Slope Paver or similar
Portable Crushing and Screening plants
Power Blade Support
Roller Operator, Asphalt
Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)
Rubber-Tired Earthmoving Equipment (Scrapers)
Slip Form Paver (concrete)
Small Tractor with Drag
Soil Stabilizer (P&H or equal)
Spider Plow and Spider Puller
Timber Skidder
Track Loader up to 4 yds
Tractor Drawn Scraper
Tractor, Compressor Drill Combination
Tubex Pile Rig
Unlicensed Construction Work Boat Operator, On Site
Welder
Woods-Mixer (and other similar Pugmill equipment)

GROUP 5

Cast-in Place Pipe Laying Machine
Combination Slusher and Motor Operator
Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted
Concrete Conveyor, Building Site
Concrete Pump or Pumpcrete Guns
Drilling Equipment, Watson 2000, Texoma 700 or similar
Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers)
Concrete Mixers/all
Man and/or Material Hoist
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell)
Bridge Deck or similar types)
Mechanical Burn, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
Mine or Shaft Hoist
Portable Crushers
Power Jumbo Operator (setting slip-forms, etc., in tunnels)
Screedman (automatic or manual)
Self Propelled Compactor with Dozer
Tractor with boom, D6 or smaller
Trenching Machine, maximum digging capacity over 5 ft. depth
Vermeer T-600B Rock Cutter or similar

GROUP 6

Armor-Coater (or similar)
Ballast Jack Tamper
Boom-Type Backfilling Machine
Asst. Plant Engineer
Bridge and/or Gantry Crane
Chemical Grouting Machine, truck mounted
Chip Spreading Machine Operator
Concrete Barrier Moving Machine
Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
Deck Engineer
Drill Doctor
Drill Equipment, over 25,000 lbs up to and including 50,000 lbs
Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.
Helicopter Radioman
Hydro-Hammer or similar
Line Master
Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)
Locomotive
Rotating Extendable Forklift, Lull Hi-Lift or similar
Assistant to Engineer, Truck Mounted Equipment
Pavement Breaker, Truck Mounted, with compressor combination
Paving Fabric Installation and/or Laying Machine
Pipe Bending Machine (pipelines only)
Pipe Wrapping Machine (Tractor propelled and supported)
Screedman, (except asphaltic concrete paving)
Self-Loading Chipper
Self Propelled Pipeline Wrapping Machine
Tractor

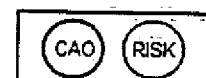
GROUP 7

Ballast Regulator
Cary Lift or similar
Combination Slurry Mixer and/or Cleaner
Coolant/Slurry Tanker Operator (hooked to Grooving/Grinding Machine)
Drilling Equipment, 20 ft and under m.r.c.
Drill Equipment, over 1,000 lbs up to and including 25,000 lbs
Fireman Hot Plant

Grouting Machine Operator
Highline Cableway Signalman
Stationary Belt Loader (Kolman or similar)
Lift Slab Machine (Vagborg and similar types)
Maginnes Internal Full Slab Vibrator
Material Hoist (1 Drum)
Mechanical Trench Shield
Partisan (heavy duty repair shop parts room)
Pavement Breaker with or without Compressor Combination
Pipe Cleaning Machine (tractor propelled and supported)
Post Driver
Roller (except Asphalt), Chip Seal
Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)
Self Propelled Compactor (without dozer)
Signalman
Slip-Form Pumps (lifting device for concrete forms)
Super Sucker Vacuum Truck
Tie Spacer
Trenching Machine (maximum digging capacity up to and including 5 ft depth)
Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck) - Under 15 tons
Truck Type Loader

GROUP 8

Blt Sharpener
Boiler Tender
Box Operator
Brakeman
Combination Mixer and Compressor (shotcrete/gunite)
Compressor Operator
Deckhand
Fireman
Generators
Gunite/Shotcrete Equipment Operator
Heavy Duty Repairman Helper
Hydraulic Monitor
Ken Seal Machine (or similar)
Mast Type Forklift
Mixermobile
Assistant to Engineer
Pump Operator
Refrigerator Plant
Reservoir-Debris Tug (Self-Propelled Floating)
Ross Carrier (Construction site)
Rotomist Operator
Self Propelled Tape Machine
Shuttlecar
Self Propelled Power Sweeper Operator (Includes Vacuum Sweeper)
Slusher Operator
Surface Heater
Switchman
Tar Pot Fireman
Tugger Hoist, Single Drum
Vacuum Cooling Plant
Welding Machine (powered other than by electricity)



DETERMINATION: NC-23-63-1-2015-2

GROUP 2-A

Articulated Dump Truck Operator
Elevator Operator
Mini Excavator under 25 H.P. (Backhoe-Trencher)
Skidsteer Loader, Bobcat 743 series or
Smaller and similar (without attachments)

GROUP 1-A

Clamshells and Draglines over 7 cu yds
Cranes over 100 tons
Derrick, over 100 tons
Derrick Barge Pedestal mounted over 100 tons
Self Propelled Boom Type Lifting Device Over 100 tons

GROUP 2-A

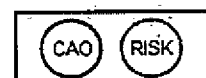
Clamshells and Draglines over 1 cu yds up to and
including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Mobile Self-Erecting Tower Crane (Potain) over 3 stories
Self Propelled Boom Type Lifting Device over 45 tons
Tower Cranes

GROUP 3-A

Clamshells and Draglines up to and including 1 cu yd
Cranes 45 tons and under
Mobile Self-Erecting Tower Crane (Potain), 3 stories
and under
Self Propelled Boom Type Lifting Device 45 tons
and under

GROUP 4-A

Boom Truck or dual-purpose A-Frame Truck,
Non-Rotating over 15 tons.
Truck Mounted Rotating Telescopic Boom
Type Lifting Device, Manitex or similar
(Boom Truck -over 15 tons)
Truck-Mounted Rotating Telescopic Boom Type
Lifting Device, Munitex or Similar (Boom Truck),
under 15 tons



DESCRIPTION FOR AREAS 1 AND 2:

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian, Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
 Thence Southerly to the Southwest corner of Township 20S, Range 6E,
 Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E
 Thence Easterly to the Northwest corner of Township 22S, Range 9E,
 Thence Southerly to the Southwest corner of Township 22S, Range 9E,
 Thence Easterly to the Northwest corner of Township 23S, Range 10E,
 Thence Southerly to the Southwest corner of Township 24S, Range 10E,
 Thence Easterly to the Southwest corner of Township 24S, Range 31E,
 Thence Northerly to the Northeast corner of Township 20S, Range 31E
 Thence Westerly to the Southeast corner of Township 19S, Range 29E,
 Thence Northerly to the Northeast corner of Township 17S, Range 29E,
 Thence Westerly to the Southeast corner of Township 16S, Range 28E,
 Thence Northerly to the Northeast corner of Township 13S, Range 28E,
 Thence Westerly to the Southeast corner Township 12S, Range 27E,
 Thence Northerly to the Northeast corner of Township 12S, Range 27E,
 Thence Westerly to the Southeast corner of Township 11S, Range 26E,
 Thence Northerly to the Northeast corner of Township 11S, Range 26E,
 Thence Westerly to the Southeast corner of Township 10S, Range 25E,
 Thence Northerly to the Northeast corner of Township 9S, Range 25E,
 Thence Westerly to the Southeast corner of Township 8S, Range 24E,
 Thence Northerly to the Northeast corner of Township 8S, Range 24E,
 Thence Westerly to the Southeast corner of Township 7S, Range 23E,
 Thence Northerly to the Northeast corner of Township 6S, Range 23E,
 Thence Westerly to the Southeast corner of Township 5S, Range 20E,
 Thence Northerly to the Northeast corner of Township 5S, Range 20E,
 Thence Westerly to the Southeast corner of Township 4S, Range 19E,
 Thence Northerly to the Northeast corner of Township 1S, Range 19E,
 Thence Westerly to the Southeast corner of Township 1N, Range 18E,
 Thence Northerly to the Northeast corner of Township 3N, Range 18E,
 Thence Westerly to the Southeast corner of Township 4N, Range 17E,
 Thence Northerly to the Northeast corner of Township 4N, Range 17E,
 Thence Westerly to the Southeast corner of Township 5N, Range 16E,
 Thence Northerly to the Northeast corner of Township 5N, Range 15E,
 Thence Westerly to the Southeast corner of Township 6N, Range 14E,
 Thence Northerly to the Northeast corner of Township 10N, Range 14E,
 Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,
 Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,
 Thence Westerly to the Southeast corner of Township 18N, Range 10E,
 Thence Northerly to the Northeast corner of Township 20N, Range 10E,
 Thence Westerly to the Southeast corner of Township 21N, Range 9E,
 Thence Northerly to the Northeast corner of Township 21N, Range 9E,
 Thence Westerly to the Southeast corner of Township 22N, Range 8E,
 Thence Northerly to the Northeast corner of Township 22N, Range 8E,
 Thence Westerly to the Northwest corner of Township 22N, Range 8E,
 Thence Northerly to the Southwest corner of Township 27N, Range 8E,
 Thence Easterly to the Southeast corner of Township 27N, Range 8E,
 Thence Northerly to the Northeast corner of Township 28N, Range 8E,
 Thence Westerly to the Southeast corner of Township 29N, Range 6E,
 Thence Northerly to the Northeast corner of Township 32N, Range 6E,
 Thence Westerly to the Northwest corner of Township 32 N, Range 6E,
 Thence Northerly to the Northeast corner of Township 35N, Range 5E,
 Thence Westerly to the Southeast corner of Township 36N, Range 3E,
 Thence Northerly to the Northeast corner of Township 36N, Range 3E,
 Thence Westerly to the Southeast corner of Township 37N, Range 1W,
 Thence Northerly to the Northeast corner of Township 38N, Range 1W,
 Thence Westerly to the Southeast corner of Township 39N, Range 2W,
 Thence Northerly to the Northeast corner of Township 40N, Range 2W,
 Thence Westerly to the Southeast corner of Township 41N, Range 4W,
 Thence Northerly to the Northeast corner of Township 42N, Range 4W,
 Thence Westerly to the Southeast corner of Township 43N, Range 5W,
 Thence Northerly to the California / Oregon State Border,

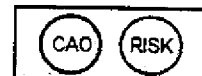
Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,
 Thence Southerly to the Southwest corner of Township 43N, Range 8W,
 Thence Easterly to the Southeast corner of Township 43N, Range 8W,
 Thence Southerly to the Southwest corner of Township 42N, Range 7W,
 Thence Easterly to the Southeast corner of Township 42N, Range 7W,
 Thence Southerly to the Southwest corner of Township 41N, Range 6W,
 Thence Easterly to the Northwest corner of Township 40N, Range 5W,
 Thence Southerly to the Southwest corner of Township 38N, Range 5W,
 Thence Westerly to the Northwest corner of Township 37N, Range 6W,
 Thence Southerly to the Southwest corner of Township 35N, Range 6W,
 Thence Westerly to the Northwest corner of Township 34N, Range 10W,
 Thence Southerly to the Southwest corner of Township 31N, Range 10W,
 Thence Easterly to the Northwest corner of Township 30N, Range 9W,
 Thence Southerly to the Southwest corner of Township 30N, Range 9W,
 Thence Easterly to the Northwest corner of Township 29N, Range 8W,
 Thence Southerly to the Southwest corner of Township 29N, Range 8W,
 Thence Easterly to the Northwest corner of Township 22N, Range 8W,
 Thence Southerly to the Southwest corner of Township 16N, Range 6W,
 Thence Westerly to the Southeast corner of Township 16N, Range 9W,
 Thence Northerly to the Northeast corner of Township 16N, Range 9W,
 Thence Westerly to the Southeast corner of Township 17N, Range 12W,
 Thence Northerly to the Northeast corner of Township 18N, Range 12W,
 Thence Westerly to the Northwest corner of Township 14N, Range 15W,
 Thence Southerly to the Southwest corner of Township 14N, Range 15W,
 Thence Easterly to the Northwest corner of Township 13N, Range 14W,
 Thence Southerly to the Southwest corner of Township 13N, Range 14W,
 Thence Easterly to the Northwest corner of Township 12N, Range 13W,
 Thence Southerly to the Southwest corner of Township 12N, Range 13W,
 Thence Easterly to the Northwest corner of Township 11N, Range 12W,
 Thence Southerly into the Pacific Ocean

and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,

Thence Easterly to the Northwest corner of Township 1S, Range 2E,
 Thence Southerly to the Southwest corner of Township 2S, Range 2E,
 Thence Easterly to the Northwest corner of Township 3S, Range 3E,
 Thence Southerly to the Southwest corner of Township 5S, Range 3E,
 Thence Easterly to the Southeast corner of Township 5S, Range 4E,
 Thence Northerly to the Northeast corner of Township 4S, Range 4E,
 Thence Westerly to the Southeast corner of Township 3S, Range 3E,
 Thence Northerly to the Northeast corner of Township 5N, Range 3E,
 Thence Easterly to the Southeast corner of Township 6N, Range 5E,
 Thence Northerly to the Northeast corner of Township 7N, Range 5E,
 Thence Westerly to the Southeast corner of Township 8N, Range 3E,
 Thence Northerly to the Northeast corner of Township 9N, Range 3E,
 Thence Westerly to the Southeast corner of Township 10N, Range 1E,
 Thence Northerly to the Northeast corner of Township 13N, Range 1E,
 Thence Westerly into the Pacific Ocean,
 excluding that portion of Northern California contained within the following lines:

Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
 Thence Easterly to the Southeast corner of Township 12N, Range 16E,
 Thence Northerly to the Northeast corner of Township 12N, Range 16E,
 Thence Westerly to the Southeast corner of Township 13N, Range 15E,
 Thence Northerly to the Northeast corner of Township 13N, Range 16E,
 Thence Westerly to the Southeast corner of Township 14N, Range 14E,
 Thence Northerly to the Northeast corner of Township 16N, Range 14E,
 Thence Westerly to the Northwest corner of Township 16N, Range 12E,
 Thence Southerly to the Southwest corner of Township 16N, Range 12E,
 Thence Westerly to the Northwest corner of Township 15N, Range 11E,
 Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E.

Area 2 shall be all areas not part of Area 1 described above.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-83-1-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Classification (Journeyperson)	Employer Payments						Hours	Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other Payments		Total Hourly Rate	Daily/ Saturday ^b 1 1/2X	Sunday and Holiday 2X				
Classification Group ^c	Area 1 ^b	Area 2 ^b					Area 1 ^b	Area 2 ^b	Area 1 ^b	Area 2 ^b	Area 1 ^b	Area 2 ^b	Area 1 ^b	Area 2 ^b
Group 1	\$45.30	\$47.30	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$74.73	\$78.73	\$97.38	\$100.38	\$120.03	\$124.03
Group 2	\$43.57	\$45.57	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.00	\$75.00	\$94.79	\$97.79	\$118.57	\$120.57
Group 3	\$41.91	\$43.91	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.34	\$73.34	\$92.30	\$95.30	\$113.25	\$117.25
Group 4	\$40.35	\$42.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.78	\$71.78	\$89.98	\$92.98	\$110.13	\$114.13
Group 5	\$38.93	\$40.93	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.38	\$70.38	\$87.83	\$90.83	\$107.29	\$111.29
Group 6	\$37.43	\$39.43	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.86	\$68.86	\$85.58	\$88.58	\$104.29	\$108.29
Group 7	\$36.15	\$38.15	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.58	\$67.58	\$83.68	\$86.68	\$101.73	\$105.73
Group 8	\$34.88	\$36.88	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.31	\$66.31	\$81.75	\$84.75	\$99.19	\$103.19
Group 8-A	\$32.37	\$34.37	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.80	\$63.80	\$77.99	\$80.99	\$94.17	\$98.17
Group 1-A	\$48.28	\$48.28	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$75.71	\$77.71	\$98.85	\$101.85	\$121.99	\$125.99
Truck Crane Assistant to Engineer	\$38.45	\$40.45	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.66	\$69.66	\$87.11	\$90.11	\$106.33	\$110.33
Assistant to Engineer	\$35.86	\$37.86	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.29	\$67.29	\$83.22	\$86.22	\$101.15	\$105.15
Group 2-A	\$44.29	\$46.29	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.72	\$75.72	\$95.87	\$98.87	\$118.01	\$122.01
Truck Crane Assistant to Engineer	\$38.16	\$40.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.59	\$69.59	\$86.67	\$89.67	\$105.75	\$109.75
Assistant to Engineer	\$35.63	\$37.63	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.06	\$67.06	\$82.88	\$85.88	\$100.89	\$104.89
Group 3-A	\$42.33	\$44.33	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.78	\$73.78	\$92.83	\$95.83	\$114.09	\$118.09
Truck Crane Assistant to Engineer	\$37.89	\$39.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.32	\$69.32	\$88.27	\$91.27	\$105.21	\$109.21
Hydraulic	\$37.43	\$39.43	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.86	\$68.86	\$85.58	\$88.58	\$104.29	\$108.29
Assistant to Engineer	\$35.32	\$37.32	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.75	\$66.75	\$82.41	\$85.41	\$100.07	\$104.07
Group 4-A	\$38.93	\$40.93	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.38	\$70.38	\$87.83	\$90.83	\$107.29	\$111.29

* Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/des.html>.

^a For classifications within each group, see pages 39B-40.

^b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

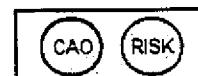
^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

^d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

^e Includes an amount for supplemental dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 8700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
 # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).
 & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B INCLUDES AN AMOUNT FACTORED AT THE OVERTIME MULTIPLIER RATE.
- C INCLUDES AMOUNT FOR INTERNATIONAL MASONRY INSTITUTE (IMI) AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC).
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- I INCLUDED IN BASIC HOURLY RATE.
- J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- K IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- L IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- M RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- N ALL OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES WITHIN TWENTY-FIVE (25) AIR-MILES OF HIGHWAY 1 AND DOLAN ROAD IN MOSS LANDING, AND AN AREA EXTENDING FIVE (5) MILES EAST AND WEST OF HIGHWAY 101 SOUTH TO THE SAN LUIS OBISPO COUNTY LINE. FOR WAGE RATES IN AN AREA OUTSIDE OF THIS DESCRIPTION, PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT.
- O CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED.
- P CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8 THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- Q CONTRIBUTION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR WORKED. INCLUDES AN AMOUNT EQUAL TO 1.25% OF THE BASIC HOURLY RATE FOR ADMINISTRATIVE MAINTENANCE FUND.
- R RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME AND WORK PERFORMED ON A SATURDAY THAT IMMEDIATELY FOLLOWS A DESIGNATED HOLIDAY THAT IS OBSERVED ON A FRIDAY ARE PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- S ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- T INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- U INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- V RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- W RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- X INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- Y INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE.
- Z RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- AA EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- AB INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- AC RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- AD DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AE INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF.
- AF PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
- AG INCLUDES AN AMOUNT FOR DUES CHECK OFF.
- AH INCLUDES AN AMOUNT WITHHELD FOR DUES CHECKOFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES. EMPLOYEES WORKING ON AND BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE.
- AI RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AJ EACH MACHINE OPERATOR HOOD CARRIER, COMMONLY KNOWN AS THE GUN MAN, SHALL RECEIVE AN ADDITIONAL \$0.75 PER HOUR. ALL HOOD CARRIERS WORKING ON THE NOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
- AK INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.
- AL RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AM PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AN THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AO THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AP THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.
- AQ INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- AR INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AS APPLIES TO JOBSITE'S UNDER 20 MILES FROM MARKET AND MAIN STREETS IN SALINAS, CA (MONTEREY COUNTY) AND 5TH AND SAN BENITO STREETS IN HOLLISTER, CA (SAN BENITO COUNTY). FOR RATES OUTSIDE THESE ZONES REFER TO THE TRAVEL AND SUBSISTENCE PROVISIONS APPLICABLE TO THIS DETERMINATION.
- AT INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED INTO OVERTIME.
- AU INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AV RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AW FOR BOTH THE MONDAY-FRIDAY AND THE TUESDAY-SATURDAY SERVICE WORKWEEKS, RATE APPLIES TO THE FIRST FOUR (4) HOURS WORKED OUTSIDE OF THE EMPLOYEE'S NORMAL EIGHT (8) WORK HOURS; ALL OTHER OVERTIME SHALL BE PAID AT THE DOUBLE TIME RATE OF PAY.
- AX APPLIES TO THE FIRST EIGHT (8) HOURS WORKED FOR THE MONDAY-FRIDAY SERVICE WORKWEEK; ALL OTHER OVERTIME SHALL BE PAID AT THE DOUBLE TIME RATE OF PAY. FOR THE TUESDAY-SATURDAY SERVICE WORKWEEK ONLY, SATURDAY WILL BE WORKED AT STRAIGHT-TIME FOR THE EMPLOYEE'S NORMAL EIGHT (8) WORK HOURS.
- AY THIS RATE ALSO APPLIES TO ALL HOURS WORKED ON MONDAY FOR THE TUESDAY-SATURDAY SERVICE WORKWEEK.
- AZ INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- BA INCLUDES \$0.03 FOR SCHOLAR FUND.
- BB THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- BC INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- BD INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND IN ADDITION TO REGULAR WAGES.



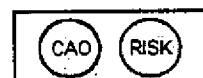
BE RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.88 AFTER 2 YEARS OF EMPLOYMENT.

BF RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.

BG RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; \$0.72 AFTER 2 YEARS OF EMPLOYMENT.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.



APPENDIX A: BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL - PHASE II (64C1409)

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	<u>X</u>
2. Proposal and Bid Schedule	<u>X</u>
3. Declaration of Bidder	<u>X</u>
4. Acknowledgement of Addenda (if applicable)	<u>X</u>
5. Noncollusion Declaration	<u>X</u>
6. Debarment and Suspension Certification	<u>X</u>
7. Certification of Workers' Compensation Insurance	<u>X</u>
8. Bid Bond	<u>X</u>

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: THE DON CHAPIN CO., INC.
Company Name

DONALD D. CHAPIN JR. PRESIDENT





Travelers Casualty and Surety
Company of America
One Tower Square 3PB, Hartford, CT 06183

Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

That we, The Don Chapin Company, Inc. as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Monterey as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid (-10%--), or the payment of which sum well and truly to be made, 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 has submitted a bid for:

Causeway Shoreline Embankment Erosion Control – Phase II (64C1409)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed February 22, 2016

Witness Kelly R. Perez

The Don Chapin Company, Inc. (Principal)
By: (Seal)
DONALD D. CHAPIN JR. PRESIDENT

Travelers Casualty and Surety Company of America (Surety)

Martha Velia Garcia, Witness

By:
Yesenia Rivera, Attorney-in-Fact (Seal)



Exhibit B

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

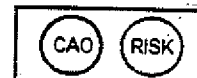
I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 2016.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228613

Certificate No. 006129137

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

F. R. Hudson III, Deborah L. Tablak, David J. Bachan, Yesenia Rivera, Charles M. Griswold, Vincent M. Scolari, Felicia Gardner, Wendy Pastora, Patricia Simicich, Steven Duke, and Martha Velia Garcia

of the City of Watsonville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of October 2014

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

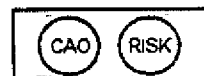
By: [Signature]
Robert L. Raney, Senior Vice President

On this the 15th day of October 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

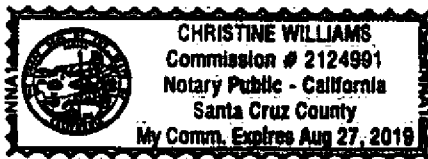
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Cruz

On February 22, 2016 before me, **Christine Williams, Notary Public**, personally appeared **Yesenia Rivera**, 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.

Christine Williams
Christine Williams

-----OPTIONAL-----

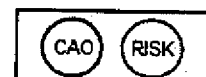
Type: Bid Bond

Principal: The Don Chapin Company, Inc.

Obligee: City of Monterey

Description: Causeway Shoreline Embankment Erosion Control - Phase II (64C1409)

Yesenia Rivera is Attorney-in-Fact for Travelers Casualty and Surety Company of America



CAUSEWAY SHORELINE EMBANKMENT EROSION CONTROL – PHASE II (64C1409)

CITY OF MONTEREY

PROPOSAL

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

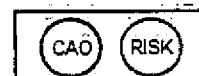
The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans 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	\$ 80,000 ⁰⁰	\$ 80,000 ⁰⁰
2	Permit Compliance and Environmental Pollution Prevention Measures	1	LS	\$ 20,000 ⁰⁰	\$ 20,000 ⁰⁰
3	Miscellaneous Earthwork	1	LS	\$ 66,000 ⁰⁰	\$ 66,000 ⁰⁰
4	Faux Rock Structure	1	LS	\$ 187,000 ⁰⁰	\$ 187,000 ⁰⁰
5	Granite Facing	1	LS	\$ 25,000 ⁰⁰	\$ 25,000 ⁰⁰
6	Record Drawings	1	LS	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
TOTAL BID (ITEMS 1 THROUGH 6) (In Words) THREE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED AND ⁰⁰ / ₁₀₀					(In Figures) \$ 379,500 ⁰⁰

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 Total Bid (Items 1 through 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	
	4,5	55.35	FAUX ROCK STRUCTURE & GRANITE FACING	199 E. SHASTA AVE CHICO, CA 95973
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	

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. 406512 Class: A, B, C12, HAZ, C42 Expiration date: 6/30/2017
HIC

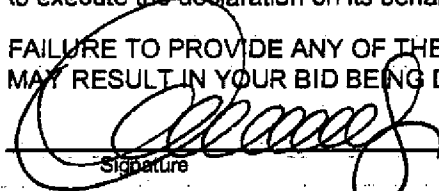
THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

MONTEREY COUNTY, CALIFORNIA, ON FEBRUARY 22, 2016.

Name of Firm: THE DON CHAPIN CO., INC.
Address: 560 CRAZY HORSE CYN RD, SALINAS CA 93907
Telephone: 831-449-4273
Email: dchapin@donchapin.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

DONALD D. CHAPIN JR. PRESIDENT
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

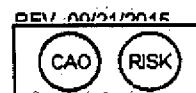
DATE RECEIVED

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

2/2/2016

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
SEE ATTACHMENT "A"				



NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

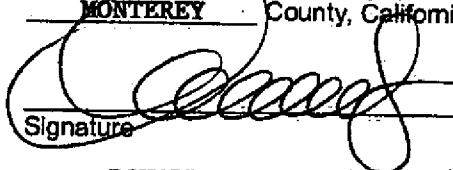
The undersigned declares:

I am the PRESIDENT of THE DON CHAPIN CO., INC., 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.

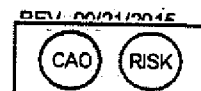
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the 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 22 day of FEBRUARY, 2016, in SALINAS [city], MONTEREY County, California.


Signature

DONALD D. CHAPIN JR. PRESIDENT

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.

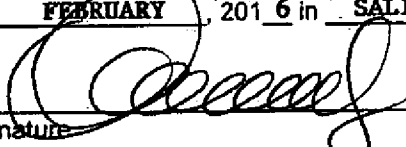
If there are any exceptions to this certification, insert the exceptions in the following space.

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 22 day of FEBRUARY, 2016 in SALINAS [city], MONTEREY County, California.

Signature



DONALD D. CHAPIN JR. PRESIDENT

Printed Name and Title

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, DONALD D. CHAPIN JR. the PRESIDENT of
(Name) (Title)

THE DON CHAPIN CO., INC.

(Contractor Name)

declare, state and certify that:

1. I am aware that California Labor Code § 3700(a) and (b) provides:

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

c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

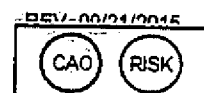
THE DON CHAPIN CO., INC.

(Contractor Name)

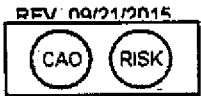
By:

(Signature)

DONALD D. CHAPIN JR. PRESIDENT



(THIS PAGE INTENTIONALLY LEFT BLANK)



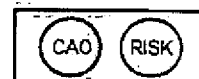
Attachment "A"

Completed Projects for Reference Purposes:

JOB NAME: Outfall Erosion Mitigation Project
 LOCATION: Cal Water Station #68, Salinas, CA
 OWNER: California Water Company
 CONTACT: Bob Goodwin rgodwin@calwater.com
 PHONE: 408-367-8562 FAX: 408-367-8427
 INSPECTOR: Kenneth Stratton Cal-Water 831-757-3644 kstratton@calwater.com
 COMPLETION DATE: October 2014
 CONTRACT AMOUNT: \$72,737.00
 DESCRIPTION OF WORK: Construct new tank outfall and erosion protection, mobilization, demobilization, 18" HDPE pipe w/diffusion 90 and pipe anchors, clear and grade step slope, place Mirafi FW 300, install stabilization rip rap 18", 24" & 16" sized rip rap

JOB NAME: Slope Stabilization Project – Cal Water Station #6 along Alisal Creek
 LOCATION: Corner of Griffin and Alisal Streets, Salinas CA
 OWNER: California Water Service Company
 CONTACT: Rashmi Kashyap P.E. rkashyap@calwater.com
 INSPECTOR: Steve Vasquez – Cal Water 831-269-9264 svasquez@calwater.com
 PHONE: 408-367-8395 FAX: 408-367-8427
 COMPLETION DATE: January 2014
 CONTRACT AMOUNT: \$92,695.00
 DESCRIPTION OF WORK: Mobilization, Prepare surface for construction, Excavation of slope, Lay filter fabric, Lay PVC pipe, Place facing rock, place & grout facing rock

JOB NAME: West Cliff Reventment Repair
 OWNER: County of Santa Cruz
 LOCATION: West Cliff Dr. Sant Cruz
 CONTACT: Joshua Spangrud
 PHONE: 831-420-5178
 COMPLETION DATE: February 2016
 CONTRACT AMOUNT: \$70,486.00
 DESCRIPTION OF WORK: Mobilization, Traffic Control, Site Prep, Rip Rap 160 Ton, Geotextile



APPENDIX B: COASTAL DEVELOPMENT PERMIT



California Coastal Commission

COASTAL DEVELOPMENT PERMIT

CDP 3-14-0569

(Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 1 of 9

Coastal development permit (CDP) number 3-14-0569 was approved by the California Coastal Commission on August 15, 2014. CDP 3-14-0569 provides for repair of 90 linear feet of undermined existing retaining wall and faux rock structure, construction of a new fiber reinforced polymer sheet pile wall covered with faux-rock treatment, and restacking of existing rip rap located along an existing retaining wall and faux rock protection structure supporting the Custom House Plaza and Monterey Bay Coastal Recreation Trail adjacent to the Monterey Harbor between Fisherman's Wharf and Wharf II in the City of Monterey (all as more specifically described in the Commission's CDP file). CDP 3-14-0569 is subject to certain terms and conditions, including the standard and special conditions beginning on page 2 of this CDP.

As of September 23, 2014, all of the CDP's prior to issuance requirements have been met, and the CDP can now be issued. Thus, by my signature below, the CDP is issued on behalf of the California Coastal Commission:

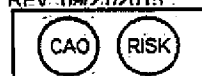

Susan Craig, Central Coastal District Manager for Charles Lester, Executive Director

Acknowledgement

The undersigned Permittees acknowledge receipt of this coastal development permit and agree to abide by all terms and conditions thereof. The undersigned Permittees acknowledge that Government Code Section 818.4 (that states in pertinent part that "a public entity is not liable for injury caused by the issuance of any permit") applies to the issuance of this coastal development permit.

 
Permittee: Michael McCarthy, City Manager City of Monterey Date

Please note that this coastal development permit is not valid unless and until a copy of it with the signed acknowledgement has been returned to the California Coastal Commission's Central Coast District Office (14 Cal. Admin. Code Section 13158(a)).



CDP 3-14-0569

(Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

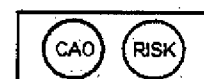
Page 2 of 9

Standard Conditions

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the Permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the Permittee to bind all future owners and possessors of the subject property to the terms and conditions.

Special Conditions

1. **Revised Final Plans.** PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the Permittee shall submit two copies of Revised Final Plans for Executive Director review and approval showing all development authorized by this CDP. The Revised Final Plans shall be in substantial conformance with the submitted project plans prepared by Whitson Engineers, and dated received in the Coastal Commission's Central Coast District Office on March 20, 2014 except that they should be revised as follows:
 - (a) **Faux Rock Treatment.** The sheet pile wall shall be faced with a sculpted concrete faux rock surface that mimics natural and faux rock outcroppings at the site in terms of color, texture, and undulation. The faux rock work shall be constructed as narrow as possible against the sheet pile wall to minimize its footprint while maximizing consistency with adjacent faux and natural rock outcroppings. Surfaces shall be of similar or better visual quality in this respect to the best examples in the project area, including those in existence at the project site. The color, texture, and undulations of the faux rock work shall be maintained throughout the life of the structure. PRIOR TO COMMENCEMENT OF FINISH CONCRETE SURFACING, the Permittee shall submit to the Executive Director for review and approval the qualifications of the contractor who will perform the finish concrete work, including photos of similar completed projects. Finish concrete work shall not commence until the Executive Director has approved of the finish concrete contractor. The Permittee shall undertake development in accordance with the approved plan.



CDP 3-14-0569 (Custom House Causeway Embankment Repair)

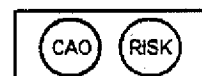
Issue Date: September 24, 2014

Page 3 of 9

- (b) **Rip Rap Restacking.** Any errant rip rap rock at the site that is located above the mean high water line shall be removed from the site and/or be relocated as close as possible to the base of the new sheet pile wall. Such rip rap shall be either buried at the base of the wall or incorporated into the new faux rock treatment, or some combination of both.
- (c) **Landscaping.** All landscaping shall utilize native and noninvasive plant species that are tolerant of salt air and salt spray, with a preference for species capable of trailing vegetation that can colonize steeper bluff areas and also screen the top of the seawall as seen from the beach as much as possible. All plants shall be kept in good growing condition and shall be replaced as necessary to maintain the approved vegetation over the life of the project. Regular monitoring and provisions for remedial action (such as replanting as necessary) shall be identified to ensure landscaping success.

All requirements of the approved Revised Final Plans shall be enforceable components of this CDP. The Permittee shall undertake all development in accordance with the approved Revised Final Plans.

2. **Construction Plan.** PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT the Permittee shall submit two sets of a Construction Plan to the Executive Director for review and approval. The Construction Plan shall, at a minimum, include the following:
- (a) **Construction Areas.** The Construction Plan shall identify the specific location of all construction areas, all staging areas, all storage areas, all construction access corridors (to the construction site and staging areas), and all public pedestrian access corridors. All such areas within which construction activities and/or staging are to take place shall be minimized in order to minimize construction encroachment on all publicly available pathways, beach, and beach access points, to have the least impact on public access.
- (b) **Construction Methods and Timing.** The Construction Plan shall specify the construction methods to be used, including all methods to be used to keep the construction areas separated from public recreational use areas (including using the space available on the blufftop portions of the project area for staging, storage, and construction activities to the maximum extent feasible provided it does not significantly adversely affect public access, and including using unobtrusive fencing (or equivalent measures) to delineate construction areas), and including all methods to be used to protect harbor waters. All erosion control/water quality best management practices to be implemented during construction and their location shall be noted.
- (c) **Construction Requirements.** The Construction Plan shall include the following construction requirements specified by written notes on the Construction Plan. Minor adjustments to the following construction requirements may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.
- All work shall take place during daylight hours, and lighting of the beach area is prohibited.



CDP 3-14-0569

(Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 4 of 9

- Construction work or equipment operations shall not be conducted below the mean high tide line unless tidal waters have receded from the authorized work areas, except removal of existing concrete, rip-rap, and rubble is allowed.
- Grading of intertidal areas is prohibited, except removal of existing concrete, rip-rap, and rubble is allowed in these areas.
- Only rubber-tired construction vehicles are allowed on the beach, except track vehicles may be used if the Executive Director determines that they are required to safely carry out construction. When transiting on the beach, all such vehicles shall remain as close to the bluff edge as possible and avoid contact with harbor waters.
- All construction materials and equipment placed seaward of the bluffs during daylight construction hours shall be stored beyond the reach of tidal waters. All construction materials and equipment shall be removed in their entirety from these areas by sunset each day that work occurs, except for erosion and sediment controls and/or construction area boundary fencing where such controls and/or fencing are placed as close to the toe of the coastal protection/bluff as possible, and are minimized in their extent.
- Construction (including but not limited to construction activities, and materials and/or equipment storage) is prohibited outside of the defined construction, staging, and storage areas.
- No work shall occur during weekends and/or the summer peak months (i.e., from the Saturday of Memorial Day weekend through Labor Day, inclusive) unless, due to extenuating circumstances (such as tidal issues or other environmental concerns), the Executive Director authorizes such work.
- Equipment washing, servicing, and refueling shall not take place on the beach, and shall only be allowed at a designated inland location as noted on the Plan. Appropriate best management practices shall be used to ensure that no spills of petroleum products or other chemicals take place during these activities.
- The construction site shall maintain good construction site housekeeping controls and procedures (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain, including covering exposed piles of soil and wastes; dispose of all wastes properly, place trash receptacles on site for that purpose, and cover open trash receptacles during wet weather; remove all construction debris from the beach; etc.).
- All erosion and sediment controls shall be in place prior to the commencement of construction as well as at the end of each workday. At a minimum, silt fences, or equivalent apparatus, shall be installed at the perimeter of the construction site to prevent construction-related runoff and/or sediment from entering into the harbor.
- All public recreational use areas impacted by construction activities shall be restored to their



CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 5 of 9

pre-construction condition or better within three days of completion of construction. Any native materials impacted shall be filtered as necessary to remove all construction debris.

- The Permittee shall notify planning staff of the Coastal Commission's Central Coast District Office at least three working days in advance of commencement of construction or maintenance activities, and immediately upon completion of construction or maintenance activities.

All requirements above and all requirements of the approved Construction Plan shall be enforceable components of this coastal development permit. The Permittee shall undertake development in accordance with this condition and the approved Construction Plan.

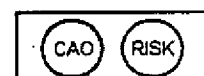
3. Construction Site Documents & Construction Coordinator. DURING ALL CONSTRUCTION:

(a) **Construction Site Documents.** Copies of the signed coastal development permit and the approved Construction Plan shall be maintained in a conspicuous location at the construction job site at all times, and such copies shall be available for public review on request. All persons involved with the construction shall be briefed on the content and meaning of the coastal development permit and the approved Construction Plan, and the public review requirements applicable to them, prior to commencement of construction.

(b) **Construction Coordinator.** A construction coordinator shall be designated to be contacted during construction should questions arise regarding the construction (in case of both regular inquiries and emergencies), and the coordinator's contact information (i.e., address, phone numbers, etc.) including, at a minimum, a telephone number that will be made available 24 hours a day for the duration of construction, shall be conspicuously posted at the job site where such contact information is readily visible from public viewing areas, along with an indication that the construction coordinator should be contacted in the case of questions regarding the construction (in case of both regular inquiries and emergencies). The construction coordinator shall record the name, phone number, and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry.

4. **Future Monitoring and Maintenance.** This CDP requires ongoing monitoring of the permitted armoring, and authorizes future maintenance as described in this special condition. The Permittee acknowledges and agrees on behalf of City of Monterey and all successors and assigns that: (a) it is Permittee's responsibility to maintain the permitted armoring in a structurally sound manner and in its approved state; and (c) it is Permittee's responsibility to annually, or more often, if necessary, inspect the overall permitted armoring for signs of failure. Any such maintenance-oriented development associated with the permitted armoring shall be subject to the following:

(a) **Maintenance.** "Maintenance," as it is understood in this condition, means development that would otherwise require a CDP whose purpose is to repair and/or maintain the permitted armoring in its approved configuration. Any proposed modifications to the approved as-built



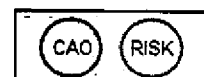
CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 6 of 9

plans or required construction BMPs associated with any maintenance event shall be reported to planning staff of the Coastal Commission's Central Coast District Office with the maintenance notification (described below), and such changes shall require a CDP amendment unless the Executive Director determines that the proposed modifications will not result in additional coastal resource impacts, in which case an amendment would not be required.

- (b) **Other Agency Approvals.** The Permittee acknowledges that this maintenance condition does not obviate the need to obtain permits from other agencies for any future maintenance and/or repair episodes.
- (c) **Maintenance Notification.** Prior to commencing any maintenance event, the Permittee shall notify, in writing, planning staff of the Coastal Commission's Central Coast District Office of the proposed maintenance activities. Except for necessary emergency interventions, such notice shall be given by first-class mail at least 30 days in advance of commencement of work. The notification shall include a detailed description of the maintenance event proposed, and shall include any plans, engineering and/or geology reports, proposed changes to the maintenance parameters, other agency authorizations, and other supporting documentation describing the maintenance event. The maintenance event shall not commence until the Permittee has been informed by planning staff of the Coastal Commission's Central Coast District Office that the maintenance event complies with this CDP. If the Permittee has not received a response within 30 days of receipt of the notification by the Coastal Commission's Central Coast District Office, the maintenance event shall be authorized as if planning staff affirmatively indicated that the event complies with this CDP. The notification shall clearly indicate that the maintenance event is proposed pursuant to this CDP, and that the lack of a response to the notification within 30 days of its receipt constitutes approval of it as specified in the permit.
- (d) **Maintenance Coordination.** Maintenance events shall, to the degree feasible, be coordinated with other maintenance events proposed in the immediate vicinity with the goal being to limit coastal resource impacts, including the length of time that construction occurs in and around the harbor and bluff area. As such, the Permittee shall make reasonable efforts to coordinate the Permittee's maintenance events with other adjacent events, including adjusting maintenance event scheduling as directed by planning staff of the Coastal Commission's Central Coast District Office.
- (e) **Construction Site Documents and Construction Coordinator.** All requirements set forth in **Special Condition 3** above ("Construction Site Documents & Construction Coordinator") shall apply to any maintenance event.
- (f) **Restoration.** The Permittee shall restore all bluff and rocky shore platform areas and all access points impacted by maintenance activities to their pre-construction condition or better at the conclusion of any maintenance event. Any native materials impacted shall be filtered as necessary to remove all construction debris from the area within three days of completion of construction. The Permittee shall notify planning staff of the Coastal Commission's Central



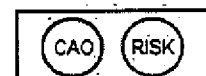
CDP 3-14-0569 (Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 7 of 9

Coast District Office upon completion of restoration activities to arrange for a site visit to verify that all restoration activities are complete. If planning staff identifies additional reasonable measures necessary to restore the affected area, such measures shall be implemented as quickly as reasonably possible.

- (g) **Non-compliance with CDP.** If the Permittee is not in compliance with the conditions of this permit at the time that a maintenance event is proposed, then the maintenance event that might otherwise be allowed by the terms of this future maintenance condition may not be allowed by this condition, subject to determination by the Executive Director.
- (h) **Emergency.** Nothing in this condition shall serve to waive any Permittee rights that may exist in cases of emergency pursuant to Coastal Act Section 30611, Coastal Act Section 30624, and Subchapter 4 of Chapter 5 of Title 14, Division 5.5, of the California Code of Regulations (Permits for Approval of Emergency Work).
- (i) **Duration and Scope of Covered Maintenance.** Future maintenance under this CDP is allowed subject to the above terms throughout the length of the armoring approval (see **Special Condition 6**) subject to Executive Director review and approval every ten years to verify that there are not changed circumstances associated with such maintenance that necessitate re-review. It is the Permittee's responsibility to request Executive Director approval prior to the end of each ten-year maintenance period (i.e., with the first period running through August 15, 2024. Maintenance can be carried out beyond August 15, 2024 (and beyond subsequent ten-year periods) if the Permittee requests an extension prior to the end of each ten-year maintenance period and if the Executive Director extends the maintenance term in writing. The intent of this permit is to allow for 10-year extensions of the maintenance term for as long as the seawall remains authorized unless there are changed circumstances that may affect the consistency of this maintenance authorization with the policies of Chapter 3 of the Coastal Act and thus warrant a re-review of this maintenance condition. The Permittee shall maintain the permitted armoring in its approved state. No expansion or enlargement of the permitted armoring is allowed.
5. **Other Agency Review and Approval PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT,** the Permittee shall submit to the Executive Director written evidence that all necessary permits, permissions, approvals, and/or authorizations for the approved project have been granted, including by the U.S. Army Corps of Engineers and the California Department of Fish and Wildlife. Any changes to the approved project required by these agencies shall be reported to the Executive Director. No changes to the approved project shall occur without a Commission amendment to this CDP unless the Executive Director determines that no amendment is legally necessary.
6. **Length of Armoring Approval.** This coastal development permit authorizes the approved armoring until the time when the public improvements inland of it are redeveloped, no longer present, or no longer require armoring, whichever happens first. If some portion of the public improvements is removed, while some portion is retained, the armoring shall be reduced or modified so that it is the minimum necessary to protect the public improvements that are retained. At such time (i.e., when



CDP 3-14-0569

(Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 8 of 9

public improvements are removed or when the public improvements no longer require armoring), the Permittee shall submit a complete coastal development permit amendment application to the Coastal Commission to remove or modify the approved armoring and to appropriately restore the affected area.

- (a) **Amendment Required Proposing Mitigation for Retention of Armoring Beyond 20 Years.** If the Permittee intends to keep the armoring in place after August 15, 2034, the Permittee must submit a complete CDP amendment application prior to August 15, 2034 proposing mitigation for the coastal resource impacts associated with the retention of the armoring beyond 20 years (including, in relation to any potential modifications to the approved project desired by the Permittee at that time that may be part of such CDP application).

7. **As-Built Plans.** WITHIN 90 DAYS OF COMPLETION OF CONSTRUCTION, or within such additional time as the Executive Director may grant for good cause, the Permittee shall submit two copies of As-Built Plans for Executive Director review and approval showing all development authorized by this CDP in relation to development located within 100 feet of the bluff edge. The As-Built Plans shall be substantially consistent with the approved Revised Final Plans (see **Special Condition 1**). The As-Built Plans shall include a graphic scale and all elevation(s) shall be described in relation to National Geodetic Vertical Datum (NGVD). The As-Built Plans shall include color photographs (in hard copy and jpg format) that clearly show the as-built project and the surrounding area, and that are accompanied by a site plan that notes the location of each photographic viewpoint and the date and time of each photograph. At a minimum, the photographs shall be from a sufficient number of upcoast, downcoast, inland and seaward viewpoints as to provide complete photographic coverage of the permitted project at this location.

8. **Sand Supply and Public Access Mitigation Fee.** WITHIN 6 MONTHS OF CDP APPROVAL (or within such additional time as the Executive Director may grant for good cause), the Permittee shall submit to the Executive Director three valid bids for the cost of delivered beach quality sand for 1,913 cubic yards of sand. WITHIN 2 YEARS OF RECEIVING EXECUTIVE DIRECTOR APPROVAL OF THESE BIDS (or within such additional time as the Executive Director may grant for good cause), the Permittee shall provide evidence, in a form and content acceptable to the Executive Director, that a fee in an amount equal to the average of the three approved bids has been deposited into an interest bearing account held by the City of Monterey, or an Executive Director approved alternate entity, for the purposes of public access, recreation, or beach nourishment projects at or in the vicinity of the project site. The funds and any accrued interest shall be used for the above-stated purposes, in consultation with the Executive Director, within ten years of the funds being deposited into the account. The funds shall be released only upon approval of an appropriate project(s) by the Executive Director. Such approval shall set forth terms and conditions to assure that the funds will be expended in the manner intended by the Commission. If the funds are not spent on a project meeting the above-stated purposes within ten years of the funds being deposited in the account, the City of Monterey shall transfer the funds to an alternate entity, approved by the Executive Director, for use in a public access, recreation or beach nourishment project in the vicinity



Exhibit B

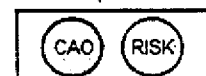
CDP 3-14-0569
(Custom House Causeway Embankment Repair)

Issue Date: September 24, 2014

Page 9 of 9

of the project site. No changes to this condition shall occur without an amendment to this CDP unless the Executive Director determines that no amendment is legally required.

9. **Assumption of Risk, Waiver of Liability, and Indemnity.** By acceptance of this permit, the Permittee acknowledges and agrees, on behalf of himself and all successors and assigns; (i) that the site is subject to hazards from episodic and long-term shoreline retreat and coastal erosion, high seas, ocean waves, storms, tsunamis, tidal scour, coastal flooding, and the interaction of same; (ii) to assume the risks to the Permittee and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.



PERFORMANCE BOND

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF

Hartford, Connecticut 06183

Bond No.: 106423269

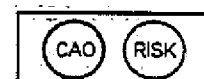
Premium \$1,992.00

KNOW ALL BY THESE PRESENTS, That we, The Don Chapin Company, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto the City of Monterey, as Oblige, in the sum of Three Hundred Seventy Nine Thousand Five Hundred and No Cents Dollars (\$379,500.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Oblige dated April 27, 2016 for Causeway Shoreline Embankment Erosion Control Project, Phase II (64c1409) ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Oblige to be in default under the Contract for failing to perform the Construction Work; and Oblige has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Oblige, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Oblige and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Oblige and, as soon as practicable after the amount is determined, tender payment therefor to the Oblige; or (b) Deny liability in whole or in part and notify the Oblige citing reasons therefor.
4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Oblige pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Oblige such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Oblige, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Oblige under the Contract and any amendments thereto, less the amounts properly paid by Oblige to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.
5. Any suit by Oblige under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall



be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in 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.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Oblige.

8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this 27th day of April, 2016.

The Don Chapin Company, Inc.
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Yesenia Rivera, Attorney-in-Fact

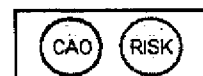


Exhibit C

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company; provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seals of said Companies this 27th day of April, 2016

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbood.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226962

Certificate No. 005576326

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

F. R. Hudson III, Deborah L. Tablak, David J. Bachan, Yesenia Rivera, Charles M. Griswold, Vincent M. Scolari, Felicia Gardner, Wendy Pastora, Patricia Simicich, and Steven Duke

of the City of Watsonville State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of July 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

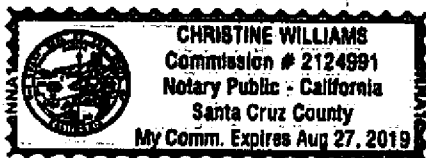
State of California

County of Santa Cruz

On **April 27, 2016** before me, **Christine Williams, Notary Public**, personally appeared **Yesenia Rivera**, 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.



Christine Williams
Christine Williams

OPTIONAL

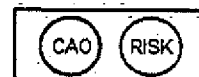
Type: **Performance Bond #106423269**

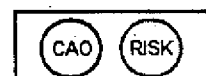
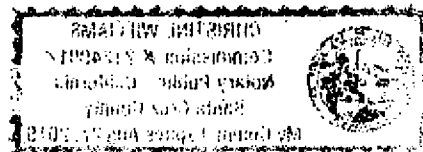
Principal: **The Don Chapin Company, Inc.**

Obligee: **The City of Monterey**

Description: **Causeway Shoreline Embankment Erosion Control Project, Phase II (64c1409)**

Yesenia Rivera is Attorney-in-Fact for Travelers Casualty and Surety Company of America





PAYMENT BOND

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF
Hartford, Connecticut 06183

Exhibit D

Bond No.: 106423269

Premium Included with Performance Bond

KNOW ALL BY THESE PRESENTS, That we, The Don Chapin Company, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto the City of Monterey, as Obligee, in the sum of Three Hundred Seventy Nine Thousand Five Hundred and No Cents U.S. Dollars (\$379,500.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee, dated April 27, 2016, for Causeway Shoreline Embankment Erosion Control Project, Phase II (64c1409) ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.

2. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any Claimant:

a. After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and

b. Other than in a state court of competent jurisdiction in 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.

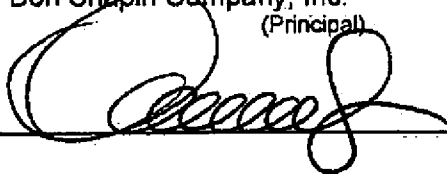


4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.

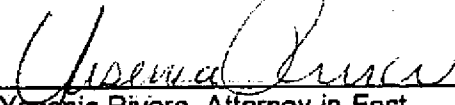
5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this 27th day of April, 2016.

The Don Chapin Company, Inc.
(Principal)

By:  _____

Travelers Casualty and Surety Company of America

By:  _____
Yesenia Rivera, Attorney-in-Fact

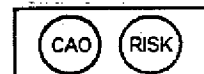


Exhibit D

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

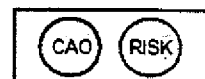
TRAVELERS CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
INCORPORATED 1919

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of April, 2016

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-in Fact No. 226962

Certificate No. 005576327

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

F. R. Hudson III, Deborah L. Tablak, David J. Bachan, Yesenia Rivera, Charles M. Griswold, Vincent M. Scolari, Felicia Gardner, Wendy Pastora, Patricia Simicich, and Steven Duke

of the City of Watsonville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

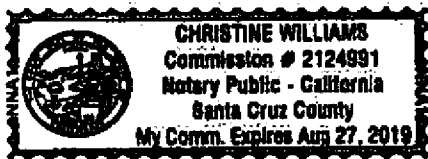
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Cruz

On April 27, 2016 before me, Christine Williams, Notary Public, personally appeared Yesenia Rivera, 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.

Christine Williams

OPTIONAL

Type: Payment Bond #106423269

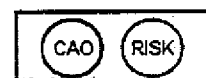
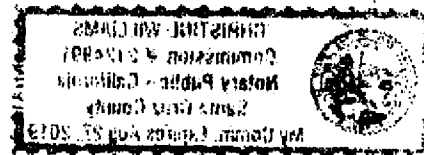
Principal: The Don Chapin Company, Inc.

Obligee: The City of Monterey

Description: Causeway Shoreline Embankment Erosion Control Project, Phase II (64c1409)

Yesenia Rivera is Attorney-in-Fact for Travelers Casualty and Surety Company of America





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

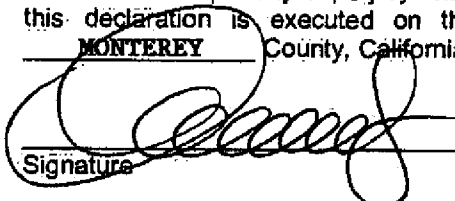
The undersigned declares:

I am the PRESIDENT of THE DON CHAPIN CO., INC., 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.

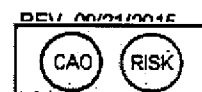
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 22 day of FEBRUARY, 2016 in SALINAS [city], MONTEREY County, California.



Signature

DONALD D. CHAPIN JR. PRESIDENT

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 22 day of FEBRUARY, 2016 in SALINAS [city], MONTEREY County, California.

Signature 

DONALD D. CHAPIN JR. PRESIDENT
Printed Name and Title